

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, C. C.30, AS AMENDED

B E T W E E N:

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

**HARDEN ENTERPRISES INCORPORATED
AND SOUTHWINDS ENTERPRISES LIMITED**

Respondents

**MOTION RECORD
(Returnable June 18, 2015)**

June 12 , 2015

DICKINSON WRIGHT LLP

Barristers & Solicitors

199 Bay Street

Suite 2200, P.O. Box 447

Toronto, Ontario, M5L 1G4

FAX: (416) 865-1398

DAVID PREGER (36870L)

Email: dpreger@dickinsonwright.com

Tel: (416) 366-6406

LISA S. CORNE (27974M)

Email: lcorne@dickinsonwright.com

Tel: (416) 646-4608

Lawyers for the Receiver, Rosen Goldberg Inc.

TO: SERVICE LIST

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Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, C. C.30, AS AMENDED

B E T W E E N:

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

**HARNDEN ENTERPRISES INCORPORATED
AND SOUTHWINDS ENTERPRISES LIMITED**

Respondents

**NOTICE OF MOTION
(Returnable June 18, 2015)**

Rosen Goldberg Inc., in its capacity as receiver and construction lien trustee (collectively, the "Receiver") of Harnden Enterprises Incorporated and Southwinds Enterprises Limited will make a Motion to the Court on Thursday, June 18, 2015 at 10:00 a.m. or as soon after that time as the Motion can be heard at the Kingston Courthouse at 5 Court Street in Kingston, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard

in writing under subrule 37.12.1(1) because it

in writing as an opposed motion under subrule 37.12.1(4);

[X] orally.

THE MOTION IS FOR

- (a) An Order approving the Receiver's First Report and the activities and proposed activities of the Receiver described therein, including the sales process proposed by the Receiver;
- (b) An Order sealing the appraisals of S. Rayner & Associates Ltd. pending completion of a sale transaction or further Order of the Court; and
- (c) Such further and other relief as to this Honorable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

- (a) The Receiver has considered various realization options and believes that a tender process will provide the best opportunity to maximize recovery in a timely manner;
- (b) The sale process proposed by the Receiver is commercially reasonable;
- (c) The Receiver has acted and proposes to act in a commercially reasonable manner in connection with the administration of the assets under its control;
- (d) The appraisal reports contain commercially sensitive information which, if disclosed, may negatively impact upon the sale of the assets to be conducted by the Receiver;
- (e) Such other and further grounds as counsel may advise and this Honorable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion

- (a) The First Report of the Receiver dated June 12, 2015; and
- (b) Such further and other material as counsel may advise and this Honourable Court permit.

June 12, 2015

DICKINSON WRIGHT LLP

Barristers & Solicitors

199 Bay Street

Suite 2200, P.O. Box 447

Toronto, Ontario, M5L 1G4

FAX: (416) 865-1398

DAVID PREGER (36870L)

Email: dpreger@dickinsonwright.com

Tel: (416) 366-6406

LISA S. CORNE (27974M)

Email: lcorne@dickinsonwright.com

Tel: (416) 646-4608

Lawyers for the Receiver, Rosen Goldberg Inc.

Service List

**TO: VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION**
Barrister & Solicitor
11 Hurontario Street
P.O. Box 39, Stn. Main
Collingwood, Ontario, L9Y 3Z4

Email: vic@vandergustlaw.com
Tel: (705) 445-4544
Fax: (705) 445-4160

Lawyer for the Applicant

**AND TO: HOWARD MANIS
MACDONALD SAGER MANIS LLP**
Attorney
150 York Street, Suite 800
Toronto, ON M5H 3S5

Email: hmanis@msmlaw.net
Tel: (416) 364-1553
Fax: (416) 364-1453

Lawyers for the Respondents

AND TO: LOU VADALA PROFESSIONAL CORPORATION
Barrister & Solicitor
781 Blackburn Mews
Kingston, Ontario, K7P 2N5

Tel: 1(613) 384-1709
Fax: 1(613) 384-8955

Lawyer for 1709927 Ontario Limited

AND TO: MAXIUM FINANCIAL SERVICES INC.
30 Vogell Road, Unit 1
Richmond Hill, Ontario, L4B 3K6

AND TO: FARLEY MANUFACTURING INC.
6 Kerr Crescent
Puslinch, Ontario, N1H 6H9

AND TO: FOUR COURTS LIMITED
6 Kerr Crescent
Puslinch, Ontario, N1H 6H9

AND TO: JOHN DEERE FINANCIAL INC.
1001 Champlain Avenue
Suite 401
Burlington, Ontario, L7L 5Z4

AND TO: JOHN DEERE CREDIT INC.
1001 Champlain Avenue
Suite 401
Burlington, Ontario, L7L 5Z4

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION
Applicant

-and-

HARDEN ENTERPRISES INCORPORATED et al
Respondent

Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT
KINGSTON**

NOTICE OF MOTION

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Toronto, Ontario, M5L 1G4
FAX: (416) 865-1398

DAVID PREGER (36870L)
Email: dpreger@dickinsonwright.com
Tel: (416) 366-6406

LISA S. CORNE (27974M)
Email: lcorne@dickinsonwright.com
Tel: (416) 646-4608

Lawyers for the Receiver, Rosen Goldberg Inc.

TAB - 2



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

IN THE MATTER OF THE RECEIVERSHIP OF

**Harnden Enterprises Incorporated and
Southwinds Enterprises Limited**

First Report of Rosen Goldberg Inc.



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

Court File No. CV-15-68-00

Harnden Enterprises Incorporated et al
First Report of Rosen Goldberg Inc.

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Court File No. CV-15-68-00

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE*
ACT, R.S.O. 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE CONSTRUCTION
LIEN ACT, R.S.. 1990, C. C.30, AS AMENDED**

BETWEEN:

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Applicant

-and-

**HARDEN ENTERPRISES INCORPORATED AND SOUTHWINDS ENTERPRISES
LIMITED**

Respondents

FIRST REPORT OF ROSEN GOLDBERG INC.

June 12, 2015



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

I INTRODUCTION

1. By Order of the Honourable Mr. Justice McLean dated March 26, 2015, Rosen Goldberg Inc. was appointed as receiver and construction lien trustee (in such capacities, the “**Receiver**”) of the assets, undertakings and properties of Harnden Enterprises Incorporated and Southwinds Enterprises Limited (collectively, the “**Debtors**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, section 101 of the *Courts of Justice Act* and section 68 of the *Construction Lien Act* (the “**Receivership Order**”). A copy of the Receivership Order is attached as **Appendix “A”** to this First Report.
2. Prior to the Receivership Order, Rosen Goldberg Inc. was appointed as monitor (the “**Monitor**”) of the business and financial affairs of the Respondents by Order of the Honourable Mr. Justice Minnema dated February 26, 2015, (the “**Interim Order**”), pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, Section 101 of the *Courts of Justice Act* and Section 68 of the *Construction Lien Act*. A copy of the Interim Order is attached as **Appendix “B”** to this First Report.

II TERMS OF REFERENCE

3. In preparing this First Report, the Receiver has relied upon information from third party sources (collectively, the “**Information**”). Certain information contained in this First Report may refer to, or be based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on this Information, and to the extent possible reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

4. The purpose of this First Report is to:
 - a) seek this Honourable Court's approval of the actions of the Receiver to date;
 - b) advise this Honourable Court and to seek approval of the Receiver's intended continuing course of action, including the Receiver's proposed sale process as described herein, in respect of the property and assets under its administration; and
 - c) seek an order sealing the appraisals of S. Rayner and Associates Ltd. until a sale transaction is completed or further order of the Court.

III BACKGROUND

5. The assets subject to the Receivership Order, including excess land are located on approximately 300 acres in Kingston, Ontario and comprised of:
 - A golf facility, situated on the land, comprised of an 18 hole course known as Westbrook Golf Club and a 9 hole course referred to as the Kingston Par 3. The golf facility includes a 50 seat restaurant and patio and a small pro-shop;
 - A two-storey residential property, adjacent to the golf facility; and
 - A sports dome known as the Kingston 1000 Islands Sportsplex ("**Sportsplex**"), situated on the land. The Sportsplex is approximately 100,000 square feet and is utilized as a driving range and a facility for other indoor sports.
6. The assets described above are hereinafter referred to collectively as the "**Properties**".
7. The Receivership Order was obtained by Harbouredge Mortgage Investment Corporation ("**Harbouredge**") in connection with a loan which matured on July 31, 2014. The loan was not repaid and was not being serviced. Harbouredge holds a first mortgage over the Properties as security for the loan. It also holds *PPSA*-registered security over the Debtors' personal property



ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

pursuant to a general security agreement. As of June 1, 2015, the amount owing under Harbouredge's loan to the Debtors was approximately \$9 million.

8. 1709927 Ontario Limited holds a second mortgage secured by the Properties for the approximate amount of \$976,000.

The Sportsplex

9. Construction of the Sportsplex is substantially complete but there is outstanding work, including finishing the second floor, finishing a small room on the first floor and exterior paving, lighting and landscaping.
10. Several construction liens were registered in September 2014. The lien claims total approximately \$157,000.

IV RECEIVER'S INITIAL ACTIONS

11. Since its appointment, the Receiver has undertaken the following activities:
 - Taken possession of the Properties;
 - Ongoing correspondence and communication with stakeholders, including meetings, telephone calls and written communication;
 - Dealt with appraisers and other consultants;
 - Attended at the sites on an ongoing basis;
 - Discussions and meetings with potentially-interested parties;
 - Established and maintained a Case Website located at http://www.rosengoldberg.com/company-files.php?company_id=17;
 - Reviewed various reports, financial and other information pertaining to the Properties;



- Dealt with operations of the golf facility and Sportsplex, including *inter alia*, preparing budgets, transferring liquor license, entering into equipment lease agreements, communicating with suppliers, banking and point of sale systems, security, repairs and maintenance and advertising; and
- Compiled financial and other information for prospective interested parties.

V INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

12. The Receiver's interim statement of receipts and disbursements is attached as **Appendix "C"** to this report.

VI APPRAISALS OF PROPERTIES

13. As part of its due diligence and in order to inform itself as to the value of the Properties, the Receiver has engaged S. Rayner and Associates Ltd., an independent real estate appraisal and consulting firm. Copies of the appraisals are enclosed as **Confidential Appendix "1"** and **"2"**. The Receiver requests that the appraisals be sealed until after the proposed sales process is completed or such time as this Court deems appropriate.

VII SALES PROCESS

14. After considering its realization options, including both a listing process as well as a tender process, the Receiver believes that a tender process will provide the best opportunity to maximize recoveries in a timely manner.
15. The Receiver has received numerous queries from parties whom it believes may have significant interest in purchasing the Properties. Although it has yet to formally begin its sale process, to date, the Receiver has already received interest and has provided certain information to potential purchasers. A tender process will allow the Receiver to present this opportunity to



all of the parties which it believes may be interested in the Properties and expose the assets to the marketplace.

16. To date, the Receiver has undertaken the following with respect to the sales process:

- Compiled relevant information for interested parties;
- established a virtual data room;
- Prepared a form of offer;
- Had initial discussions with multiple parties;
- Prepared a confidentiality agreement; and
- Prepared an information package.

Proposed Sales Process

17. The Receiver believes that a sales process of approximately five weeks will allow sufficient time to adequately market the Properties. In this regard, the Receiver has prepared a five-week timeline which it proposes to follow.

Week 1	<ul style="list-style-type: none"> - Receiver to prepare teaser for distribution to potentially-interested parties. - Receiver to place newspaper advertisement in the <i>Globe and Mail</i> (national edition) and <i>National Post</i> newspapers, as well as local newspapers.
Weeks 1 through 4 (inclusive)	<ul style="list-style-type: none"> - Receiver to contact all identified potentially interested parties and advise regarding the opportunity, including distribution of teaser. - Receiver to facilitate due-diligence of interested parties by distributing confidentiality agreement, arranging for access to on-line data room, distributing information



	package, responding to requests for additional information, arranging and conducting tours of Properties
Final day, week 4	- Deadline for offers from prospective purchasers
Week 5	- Selection of successful purchaser and distribution of purchase agreement to successful purchaser - Receiver and successful purchaser to finalize purchase agreement - Conditional period (if required) for the successful purchaser
Final day, week 5	- Deadline for waiver of conditions by successful purchaser
As soon as possible after waiver of conditions	- Court approval of purchase agreement and vesting order

VIII CONTINUING ACTIONS OF THE RECEIVER

18. The Receiver intends to take the following continuing actions:

- a) Continue overseeing operations;
- b) Undertake the sales process identified above; and
- c) Deal with the stakeholders on an ongoing basis.

IX RECOMMENDATION

19. On the basis of the foregoing, the Receiver respectfully requests that this Honourable Court grant an Order:

- a) Approving the Receiver's actions to date; and



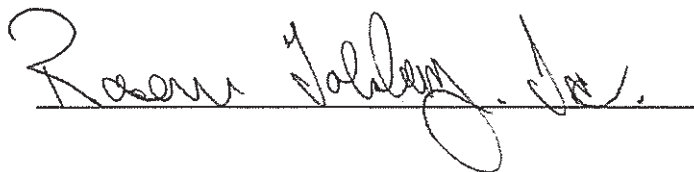
ROSEN GOLDBERG
INSOLVENCY & RESTRUCTURING

b) Approving the Receiver's proposed continuing actions, including its proposed sales process.

All of which is respectfully submitted.

Dated at Toronto, Ontario, this 12th day of June, 2015.

**ROSEN GOLDBERG INC., SOLELY IN ITS CAPACITY AS
COURT-APPOINTED RECEIVER OF
HARDEN ENTERPRISES INCORPORATED AND
SOUTHWINDS ENTERPRISES LIMITED;
NOT IN A PERSONAL OR CORPORATE CAPACITY**



TAB - A

Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, C. C.30, AS AMENDED

THE HONOURABLE MR.)
JUSTICE M. LEAN)
)
) THURSDAY, THE 26th
) DAY OF MARCH, 2015

BETWEEN:

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

**HARDEN ENTERPRISES INCORPORATED
AND SOUTHWINDS ENTERPRISES LIMITED**

Respondents

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"), section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") and section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "CLA"), appointing Rosen Goldberg Inc. as receiver and manager and construction lien trustee (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents

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Harnden Enterprises Incorporated and Southwinds Enterprises Limited (collectively, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors, originally returnable on February 26, 2015, was heard this day at the Kingston Courthouse, at 5 Court Street, in Kingston Toronto, Ontario.

ON READING the affidavit of Larry Dunn sworn February 6, 2015 and the Exhibits thereto, the Supplementary Affidavit of Timothy Dwyer sworn February 20, 2015 and the Exhibits thereto, the Affidavit of Anita Harnden sworn February 26, 2015 and the Exhibits thereto, the Affidavit of Anita Harnden sworn March 18, 2015 and the Exhibits thereto, the Affidavit of Timothy Dwyer sworn March 20, 2015 and the Exhibits thereto, the transcript of the cross-examination of Anita Harnden held on March 23, 2015, the Affidavit of Anita Harnden sworn March 26, 2015 and the Exhibits thereto, the Report of March 24, 2015 of Rosen Golberg Inc. in its capacity as Monitor of the business and financial affairs of the Debtors pursuant to the Interim Order of the Honourable Mr. Justice Minnema dated February 26, 2015 (in such capacities, the “Monitor”) and the factum of the Applicant, and on hearing the submissions of counsel for the Applicant, counsel for the Debtors and counsel for Rosen Goldberg Inc., no one appearing for 1709927 Ontario Inc., although its lawyer, Lou Vadala, was served, as appears from the affidavit of service of Wayne Byron sworn February 19, 2015, no one appearing for Maxium Financial Services Inc., although served, as appears from the affidavit of service of Derek Lanctot sworn February 19, 2015, no one appearing for Farley Manufacturing Inc., although served, as appears from the affidavit of service of James Fraser sworn February 17, 2015, no one appearing for Four Courts Limited, although served, as appears from the affidavit of service of James Fraser sworn February 17, 2015, no one appearing for John Deere Financial Inc. or John Deere Credit Inc., although served, as appears from the affidavit of service of John Patrick James McGrinder sworn February 17, 2015, and on reading the consent of Rosen Goldberg Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application, the Application Record and the Supplementary 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, subject to the Monitor and the Monitor's counsel passing their accounts at a later date, Rosen Goldberg Inc. be and is hereby discharged as Monitor.

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA, section 101 of the CJA and section 68 of the CLA, Rosen Goldberg Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

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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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

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- (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

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- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their 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 Debtors, 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 6 or in paragraph 7 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.

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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.

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. 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 DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

12. 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 Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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 Debtors 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 Debtors' 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 Debtors 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

14. 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

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

PIPEDA

16. 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. 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

18. 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

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, 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.

20. 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 Ontario Superior Court of Justice sitting in Kingston.

21. 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

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

- 12 -

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.

23. 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.

24. 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.

25. 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

26. 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 a Case Website shall be established in accordance with the Protocol with the following URL: http://www.rosengoldberg.com/company-files.php?company_id=17.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as

- 13 -

last shown on the records of the Debtors 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

28. 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.

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

30. 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.

31. 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.

32. 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 Debtors' estates with such priority and at such time as this Court may determine.

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

A handwritten signature in black ink, appearing to be 'M. Leo', is written over a horizontal line. The signature is stylized and includes a long, sweeping stroke that extends upwards and to the right.

ENTERED AT KINGSTON
UNSCRIT A KINGSTON

MAR 26 2015

IN BOOK NO. 73-21
AU REGISTRE NO.73-21

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Rosen Goldberg Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Harnden Enterprises Incorporated and Southwinds Enterprises Limited acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an application having Court file number CV-15-68-00, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

- 2 -

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

Rosen Goldberg Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION
Applicant

-and-

HARNDEN ENTERPRISES INCORPORATED et al

Respondents

Court File No. CV-15-68-00

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
KINGSTON

ORDER
(appointing Receiver)

VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION
Barrister & Solicitor
11 Hurontario Street
P.O. Box 39, Stn. Main
Collingwood, Ontario, L9Y 3Z4

Email: vic@vandergustlaw.com
Tel: (705) 445-4544
Fax: (705) 445-4160

Lawyer for the Applicant

TAB - B

Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990 C. C.43, AS AMENDED, AND SECTION 68 OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, C. C.30, AS AMENDED

THE HONOURABLE MR.) THURSDAY, THE 26th
JUSTICE MINNEMA) DAY OF FEBRUARY, 2015

BETWEEN:

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION

Applicant

- and -

**HARDEN ENTERPRISES INCORPORATED
AND SOUTHWINDS ENTERPRISES LIMITED**

Respondents

INTERIM ORDER
(Appointing Monitor and Granting Adjournment)

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"), section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") and section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "CLA"), appointing Rosen Goldberg Inc. as receiver and manager and construction lien trustee (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents

Harnden Enterprises Incorporated and Southwinds Enterprises Limited (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at the Kingston Courthouse, at 5 Court Street, in Kingston Toronto, Ontario.

ON READING the affidavit of Larry Dunn sworn February 6, 2015 and the Exhibits thereto, the Supplementary Affidavit of Tim Dwyer sworn February 20, 2015 and the Exhibits thereto, the Affidavit of Anita Harnden sworn February 26, 2015 and the Exhibits thereto, and on hearing the submissions of counsel appearing as agent for counsel to the Applicant, counsel for the Respondent and counsel for Rosen Goldberg Inc., no one appearing for 1709927 Ontario Inc., although its lawyer, Lou Vadala, was served, as appears from the affidavit of service of Wayne Byron sworn February 19, 2015, no one appearing for Maxium Financial Services Inc., although served, as appears from the affidavit of service of Derek Lanctot sworn February 19, 2015, no one appearing for Farley Manufacturing Inc., although served, as appears from the affidavit of service of James Fraser sworn February 17, 2015, no one appearing for Four Courts Limited, although served, as appears from the affidavit of service of James Fraser sworn February 17, 2015, no one appearing for John Deere Financial Inc. or John Deere Credit Inc., although served, as appears from the affidavit of service of John Patrick James McGrinder sworn February 17, 2015, and on reading the consent of Rosen Goldberg Inc. to act as the Receiver,

SERVICE

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

ADJOURNMENT OF APPLICATION ON MERITS

2. THIS COURT ORDERS that the within application be adjourned for hearing to March 26, 2015, peremptory to the Debtors, in accordance with the following schedule:

- (a) Delivery of responding materials by the Debtors by March 18, 2015;
- (b) Reply materials by the Applicant by March 22, 2015;

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- (c) Cross-examinations, if any, on March 23, 2015, in Toronto;
- (d) The Debtors right to cross-examine the Applicant shall be limited to one of the Applicant's affiants, such affiant to be selected by the Applicant;
- (e) Debtors' Factum, if any, to be served and filed by March 24, 2015.

APPOINTMENT OF MONITOR

3. THIS COURT ORDERS that, pending the return of the application, Rosen Goldberg Inc. be appointed monitor (the "Monitor") of the business and financial affairs of the Debtors with the powers and obligations set forth herein and that the Debtors and their shareholders, officers, directors, employees and agents shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

4. THIS COURT ORDERS that the Monitor, is hereby directed and empowered to:

- (a) monitor the Debtors' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to all of the assets, undertakings and properties of Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property"), and such other matters as may be relevant to the proceedings herein;
- (c) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Debtors, to the extent that is necessary to adequately assess the Debtors' business and financial affairs or to perform its duties arising under this Order;

- 4 -

- (d) engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (e) perform such other duties as are required by this Order or by this Court from time to time.

5. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Debtors' business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Property, or any part thereof.

6. THIS COURT ORDERS that the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

7. THIS COURT ORDERS that the Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtors as part of the costs of these proceedings.

8. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice in the City of Kingston.

9. THIS COURT ORDERS that the fees and disbursements of the Monitor and counsel to the Monitor, if any, shall be secured under the Applicant's security in respect of the Debtors.

FINANCIAL STANDSTILL

10. THIS COURT ORDERS that the Debtors shall pay to the Applicant the sum of \$65,000.00 on account of interest, without prejudice to the existing section 244 BIA notice issued by the Applicant and the relief sought at the return of this Application.

11. THIS COURT ORDERS that the above sum shall be paid by wire transfer in accordance with the following schedule:

- (a) \$20,000.00 no later than March 5, 2015;
- (b) \$20,000.00 no later than March 16, 2015; and
- (c) \$25,000.00 no later than March 25, 2015.

12. THIS COURT ORDERS that pending the return of this Application the Debtors shall keep all source deductions and HST remittance obligations current.

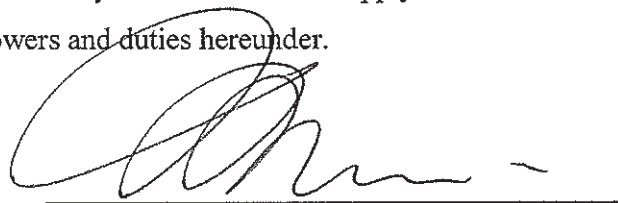
MEMBERSHIP DUES

13. THIS COURT ORDERS that Debtors shall immediately pay to the Monitor all sums which they are currently holding on account of membership dues and shall hereinafter deliver to the Monitor all sums which they receive pending the return of the Application on account of membership dues.

14. THIS COURT ORDERS that the Monitor shall open and maintain a separate trust account for the purpose of holding the membership dues received in accordance with paragraph 13 hereof.

GENERAL

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



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

FILED AT KINGSTON
OFFICE OF KINGSTON

FEB 18 2015

CLERK NO. 73-21
AU REGISTRE NO 73-21

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION
Applicant

-and- **HARNDEN ENTERPRISES INCORPORATED et al**

Respondents

Court File No. CV-15-68-00

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

INTERIM ORDER

(Appointing Monitor and Granting Adjournment)

VICTOR L. VANDERGUST
PROFESSIONAL CORPORATION

Barrister & Solicitor
11 Hurontario Street
P.O. Box 39, Str. Main
Collingwood, Ontario, L9Y 3Z4

Email: vic@vanderlustlaw.com

Tel: (705) 445-4544

Fax: (705) 445-4160

Lawyer for the Applicant

TAB - C

Rosen Goldberg Inc., court-appointed receiver of
 Hamden Enterprises Incorporated and Southwinds Enterprises Limited
Interim Statement of Receipts and Disbursements
 For the period March 26, 2015 to June 11, 2015

	Harnden	Southwinds	Total
Receipts			
Proceeds from operations	\$ 87,118	\$ 52,187	\$ 139,305
Receiver's borrowings	50,000	-	50,000
Collection of account receivables	-	25,117	25,117
Cash in bank	7,362	15,720	23,082
Rental income	2,000	4,068	6,068
Miscellaneous	-	432	432
Total Receipts	146,480	97,524	244,004
Disbursements			
Wages and wage burden	25,067	24,024	49,091
Equipment rental	29,105	3,500	32,605
Repairs and maintenance	15,341	4,516	19,857
Supplies	14,871	3,072	17,943
Sales taxes paid	9,685	3,325	13,010
Insurance	5,946	4,568	10,514
Receiver's fees	-	10,000	10,000
Monitor's fees	10,000	-	10,000
Utilities	1,310	4,424	5,734
Advertising	2,287	-	2,287
Catering	-	1,768	1,768
Change of locks	1,445	-	1,445
Security	715	480	1,195
Licensing	905	-	905
Telephone and internet	446	390	836
Consulting	475	-	475
Travel	235	169	404
Software	-	340	340
Filing fees	70	70	140
Total disbursements	117,903	60,646	178,549
Excess of receipts over disbursements	\$ 28,577	\$ 36,878	\$ 65,455

Notes

- The statement of receipts and disbursements is prepared on a cash basis and does not include obligations of the Receiver incurred but not yet paid.

TAB – D

(CONFIDENTIAL - SUBJECT TO SEALING REQUEST)

TAB – E

(CONFIDENTIAL - SUBJECT TO SEALING REQUEST)

HARBOUR EDGE MORTGAGE INVESTMENT CORPORATION
Applicant

-and-

HARNDEN ENTERPRISES INCORPORATED et al
Respondents

Court File No. CV-15-68-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT
KINGSTON**

MOTION RECORD

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Toronto, Ontario, M5L 1G4
FAX: (416) 865-1398

DAVID PREGGER (36870L)
Email: dpregger@dickinsonwright.com
Tel: (416) 366-6406

LISA S. CORNE (27974M)
Email: lcorne@dickinsonwright.com
Tel: (416) 646-4608

Lawyers for the Receiver, Rosen Goldberg Inc.