

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

MOTION RECORD

(Returnable December 22, 2016)

December 16, 2016

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Toronto ON M5C 3G5

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TO: The Service List

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<p>ROSEN GOLDBERG INC. 2522 Young Street, Suite 804 Toronto, ON M2N 6P4</p> <p>Brahm Rosen (416) 224-4210 (Tel) Email: brosen@rosengoldberg.com</p> <p>Receiver <i>(Courtesy Copy)</i></p>	<p>ONTARIO MINISTRY OF FINANCE Office of Legal Services 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p>Kevin J. O'Hara Email: kevin.ohara@ontario.ca</p> <p>Lawyers for the Ministry of Finance (Ontario) <i>(Courtesy Copy)</i></p>
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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

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TAB 1

Court File No. CV-16-11468-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

NOTICE OF MOTION

THE APPLICANT, ROMSPEN INVESTMENT CORPORATION (“Romspen”), will make a motion to a judge presiding over the Commercial List at 10:00 a.m. on December 22, 2016, at 330 University Avenue, Toronto, Ontario.

THE PROPOSED METHOD OF HEARING: The motion will be heard orally.

THE MOTION IS FOR:

1. an Order substantially in the form of the draft attached as Schedule “A” hereto:
 - a. if necessary, abridging the time for service of the Notice of Motion and Motion Record herein, validating service of the Notice of Motion and Motion Record, and dispensing with further service thereof; and,

- b. amending the Notice of Application issued July 22, 2016 to add Horseshoe Ridge Homes Inc. (“**HRH**”) as a Respondent;
2. an Order substantially in the form of the draft attached as Schedule “B” hereto amending the Receivership Order of Justice Newbould dated November 29, 2016 (the “**Receivership Order**”) to add, as of the date of the amending Order, HRH as a debtor over whose assets, undertakings and properties Rosen Goldberg Inc. has been appointed as receiver and manager (the “**Receiver**”);
 3. in the alternative, an Order appointing the Receiver as receiver and manager without security of all of the current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate of HVL pursuant to subsection 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-45, as amended (the “**CJA**”); and,
 4. such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. HRH is a guarantor of Horseshoe Valley Lands Ltd.’s (“**HVL**”) debts and obligations owed to Romspen. HRH executed the mortgage loan extension agreement dated January 7, 2016, that is the subject of the within Receivership Application;
2. as security for its guarantee, HRH granted Romspen a General Security Agreement over all of its assets and undertakings on or about October 26, 2011 (the “**GSA**”), and Romspen holds properly perfected first ranking security over HRH;

3. on or about June 13, 2016, Romspen made demand on HRH under its guarantee for the full amount owing to Romspen by HVL, and served a Notice of Intention to Enforce Security;
4. HRH was not made a respondent to the within Receivership Application because, at the time the proceeding was commenced, Romspen did not appreciate that HRH had assets over which a Receiver would have to be appointed;
5. the Receiver has determined that HRH, and not HVL, has entered into agreements of purchase and sale for 19 townhouse lots owned by HVL (the “19 APSs”), and that HRH has received the deposits relating to these 19 APSs. Further, HRH has deposited funds with Tarion Warranty Corp. in respect of these 19 APSs;
6. section 243(1) of the *BIA*;
7. section 101 of the *CJA*;
8. Rules 3.02, 26, 38 and 59.06 of the *Rules of Civil Procedure*; and
9. such further and other grounds as counsel may advise and this Honourable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. the First Report of the Receiver;
2. the affidavit of Bill Ulicki sworn December 16, 2016; and,
3. such further and other evidence as counsel may advise and this Court permit.

- 4 -

December 16, 2016

BLANEY MCMURTRY LLPBarristers & Solicitors
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(416) 496-3340 (Tel)

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Judy Hamilton

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Lawyers for the Respondents HVL and HRH,
and the Guarantors other than Julie Boville**AND TO:** The Service List

TAB A

Schedule "A"

Court File No. CV-16-11468-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	THURSDAY, THE 22 nd
)	
JUSTICE)	DAY OF DECEMBER, 2016

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**ORDER
(To Add a Respondent)**

THIS MOTION made by the Applicant for an Order abridging the time for service of the notice of motion and motion record herein, and adding Horseshoe Ridge Homes Inc. ("HRH") as a Respondent to the within Application, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver, the Affidavit of Bill Ulicki sworn December 16, 2016 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and counsel for the Respondent and HRH, no one else appearing for any other person

on the service list, although properly served with the motion record as appears from the affidavit of Patricia Keane sworn December ___, 2016, filed,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, and the Motion Record dated December ___, 2016 is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that Romspen is hereby granted leave to amend the Notice of Application herein in the form attached hereto as Schedule "1".

3. **THIS COURT ORDERS** that the title of proceedings in this Application be amended by adding the words "**and HORSESHOE RIDGE HOMES INC.**" after the words "**HORSESHOE VALLEY LANDS LTD.**".

TAB 1

Schedule "1"

Court File No. CV-16-111468-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**HORSESHOE VALLEY LANDS LTD.
and HORSESHOE RIDGE HOMES INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

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 before a Judge of the Commercial List on Tuesday the 2nd day of August, 2016 at 10:00 a.m. time or as soon after that time as the application can be heard at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the Rules of Civil Procedure, serve it on the applicant(s) lawyer(s) or, where the applicant(s) do(es) not have a lawyer, serve it on the applicant(s), and file it, with proof of service, in this court office, and you or your lawyer(s) 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(s) must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant(s) lawyer(s) or, where the applicant(s) do(es) not have a lawyer, serve it on the applicant(s), and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day 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:

Issued by :

Local Registrar
Superior Court of Justice
(Commercial List)
330 University Avenue
Toronto, ON M5G 1R7

TO: HORSESHOE VALLEY LANDS LTD.
1101 Horseshoe Valley Road, Comp. 50
Barrie, ON L4M 4Y8

AND TO: HORSESHOE RIDGE HOMES INC.
1101 Horseshoe Valley Road, Comp. 50
Barrie, ON L4M 4Y8

AND TO: The Service List

The Service List
(as of July 22, 2016)

<p>GOLDMAN SLOAN NASH & HABER LLP 480 University Ave., Suite 1600 Toronto, ON M5G 1V2 Fax: (416) 597-3370</p> <p>R. Brendan Bissell Tel: (416) 597-6489 Email: bissell@gsnh.com</p> <p>Sanja Sopic Tel: (416) 597-7876 Email: sopic@gsnh.com</p> <p>Lawyers for the Applicant</p>	<p>DICKINSON WRIGHT LLP 199 Bay Street, Suite 2200 Toronto, ON M5L 1G4</p> <p>David Preger Tel: (416) 646-4606 Email: dpreger@dickinson-wright.com</p> <p>Lisa Corne Tel: (416) 646-4608 Email: lcorne@dickinson-wright.com</p> <p>Lawyers for Rosen Goldberg Inc.</p>
<p>ROSEN GOLDBERG INC. 5255 Yonge Street, Suite 804 Toronto, ON M2N 6P4</p> <p>Brahm Rosen Tel: (416) 224-4210 Email: brosen@rosengoldberg.com</p> <p>Proposed Receiver</p>	<p>HORSESHOE R.E. MANAGEMENT INC. 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Guarantor</p>
<p>HORSESHOE VALLEY LIMITED PARTNERSHIP IV 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Guarantor</p>	<p>HORSESHOE RIDGE HOMES INC. 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Guarantor</p>
<p>1466832 ONTARIO INC. c/o Corporate Services Department 250 University Ave., Suite 700 Toronto, ON M5H 3E5</p> <p>Guarantor</p>	<p>SOUTH TREMIN INVESTMENTS INC. 4504 Tremineer Avenue Burlington, ON L7L 1H7</p> <p>Guarantor</p>

<p>HORSESHOE LANDS DEVELOPMENT CORPORATION 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Email: jkennedy1125@icloud.com</p> <p>Guarantor</p>	<p>HORSESHOE VALLEY LIMITED PARTNERSHIP 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Guarantor</p>
<p>JULIE BOVILLE 50 Highland Drive Oro-Medonte, ON L0L 2L0</p> <p>Guarantor</p>	<p>JAMES COOPER 4504 Tremineer Avenue Burlington, ON L7L 1H7</p> <p>Email: jimccooper01@gmail.com</p> <p>Guarantor</p>
<p>CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6</p> <p>Diane Winters diane.winters@justice.gc.ca</p> <p>Rakhee Bhandari rakhee.bhandari@justice.gc.ca</p> <p>Lawyers for Canada Revenue Agency</p>	<p>ONTARIO MINISTRY OF FINANCE Office of Legal Services 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p>Kevin J. O'Hara Kevin.ohara@ontario.ca</p> <p>Lawyers for the Ministry of Finance (Ontario)</p>
<p>FRIEDMAN LAW PROFESSIONAL CORPORATION 150 Ferrand Drive, Suite 802 Toronto, ON M3C 3E5</p> <p>William Friedman Tel: (416) 496-3340 Email: wf@friedmans.ca</p> <p>Lawyers for the Respondents and the Guarantors other than Julie Boville</p>	<p>HORSESHOE VALLEY LANDS LTD. 1101 Horseshoe Valley Road RR#1, Compartment 50 Barrie, ON L4M 4Y8</p> <p>Email: jimccooper01@gmail.com</p> <p>Respondent</p>

APPLICATION

1. The Applicant, Romspen Investment Corporation (“**Romspen**”) makes Application for an Order substantially in the form of the draft Order attached as Schedule “A” for, among other things:
 - a) An Order abridging the time for service of this Application, validating the manner of service and declaring that this Application is properly returnable before the Court;
 - b) An Order appointing Rosen Goldberg Inc. (“**RGI**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate (collectively, the “**Property**”) of Horseshoe Valley Lands Ltd. (the “**Debtor**”) and Horseshoe Ridge Homes Inc. (“**HRH**”) pursuant to subsection 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**”) and;
 - c) Such further and other relief as counsel may advise and this Honourable Court deems just.
2. The grounds for the Application are:
 - a) Romspen is the primary secured operating lender for the Debtor;
 - b) Since 2010, the Debtor has operated as a developer of premises in the Horseshoe

Valley area of the City of Barrie;

- c) The Debtor's business in that regard is comprised of constructing and selling residential housing units at the Property. The Debtor has marketed some of the units at the Property for sale through HRH, and HRH currently holds deposits in this regard on behalf of the Debtor;
- d) The Property consists of blocks of land that have been partially developed, as well as land that is undeveloped;
- e) The Debtor's further development of the Property is hampered by the Debtor's inability to pay its debts as they come due, including servicing of the loans by Romspen and further construction costs for the units at the Property;
- f) Romspen issued on the Debtor and HRH demand letters and notices of intention to enforce security pursuant to section 244 of the BIA on June 13, 2016;
- g) The Debtor has failed to remedy its default under its credit facilities with Romspen since the notice sent on June 13, 2016;
- h) The Debtor does not have the funding to continue its operations, is insolvent, and is generally unable to meet its liabilities as they come due;
- i) Romspen is no longer prepared to continue to fund the operations of the Debtor and is only prepared to provide further necessary funding through a court-appointed Receiver with a mandate to realize upon the Property;
- j) The appointment of a Receiver is just, equitable, and in the interests of the

stakeholders of the Debtor and HRH;

- k) The provisions of the BIA, including subsection 243(1);
 - l) The provisions of the CJA, including section 101; and
 - m) Such further and other grounds as counsel may advise and this Honourable Court accepts.
3. The following documentary evidence will be used at the hearing of the Application;
- a) The Affidavit of Mark Hilson and the exhibits thereto;
 - b) The consent of RGI to act as the Receiver; and
 - c) such further and other documentary evidence as counsel may provide and this Honourable Court accepts.

Dated: July 22, 2016

GOLDMAN, SLOAN, NASH & HABER LLP

Barristers and Solicitors
Suite 1600
480 University Avenue
Toronto, ON M5G 1V6

R. Brendan Bissell (LSUC No.: 40354V)

Sanja Sopic (LSUC No.: 66487P)

Tel: (416) 597-9922

Fax: (416) 597-3370

Lawyers for the Applicant,
Romspen Investment Corporation

SCHEDULE "A"

Court File No. CV-16-

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 20YR
)

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**ORDER
(appointing Receiver)**

THIS MOTION 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 Rosen Goldberg Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Horseshoe Valley Lands Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mark Hilson sworn July 22, 2016 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one else appearing for no one

appearing for any other person on the service list, although properly served as appears from the affidavit of ■ sworn ■, 2016 filed, 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 Motion and the Motion is hereby abridged and validated so that this motion 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, Rosen Goldberg Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to make an assignment into bankruptcy on behalf of the Debtor;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000, and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges 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.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the 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

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 hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

SERVICE AND NOTICE

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/>) 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 ■'.

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

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

28. 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.

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

31. 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], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

BETWEEN

ROMSPEN INVESTMENT CORPORATION

- and -

Court File No. CV-16-

HORSESHOE VALLEY LANDS LTD.

Applicant

Respondent

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

Proceedings commenced at Toronto

ORDER
(appointing receiver)

GOLDMAN SLOAN NASH & HABER LLP
Barristers & Solicitors
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Toronto, Ontario M5G 1V2

R. Brendan Bissell [LSUC No. 40354V]
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Fax: (416) 597-3370

Lawyers for the Applicant,
Romspen Investment Corporation

BETWEEN

ROMSPEN INVESTMENT CORPORATION

- and -

Court File No. CV-16-

HORSESHOE VALLEY LANDS LTD.

Applicant

Respondent

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

Proceedings commenced at Toronto

NOTICE OF APPLICATION

GOLDMAN SLOAN NASH & HABER LLP
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Tel: (416) 597-9922

Fax: (416) 597-3370

Lawyers for the Applicant,
Romspen Investment Corporation

TAB B

Schedule "B"

Court File No. CV-16-11468-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 22nd
)
JUSTICE) DAY OF DECEMBER, 2016
)

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**HORSESHOE VALLEY LANDS LTD.
and HORSESHOE RIDGE HOMES INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**ORDER
(To Amend the Receivership Order)**

THIS MOTION made by the Applicant for an Order amending the Receivership Order of Justice Newbould dated November 29, 2016 (the "**Receivership Order**") to add Horseshoe Ridge Homes Inc. ("**HRH**") as a debtor over whose assets, undertakings and properties Rosen Goldberg Inc. has been appointed as receiver and manager (the "**Receiver**"), or in the alternative appointing the Receiver as receiver and manager over the HVL's assets undertakings and properties, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver, the Affidavit of Bill Ulicki sworn December 16, 2016 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and counsel for the Respondents, no one else appearing for any other person on the service list, although properly served with the motion record as appears from the affidavit of Patricia Keane sworn December __, 2016, filed,

1. **THIS COURT ORDERS** that the first preamble to the Receivership Order be amended by removing the words “(the “**Debtor**”)” and inserting in their place the words “(“**HVL**”) and Horseshoe Ridge Homes Inc. (“**HRH**”) (collectively, the “**Debtor**”)”.
2. **THIS COURT ORDERS** that paragraph 2 of the Receivership Order shall be amended and restated to read as follows:

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Rosen Goldberg Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of HVL (as of November 29, 2016); and of b) HRH (as of December 22, 2016), acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").
-

TAB 2

Court File No. CV-16-11468-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

AFFIDAVIT OF BASIL (BILL) ULICKI

I, BASIL (BILL) ULICKI, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am a consultant with the Special Projects group of Romspen FC Homes, a related party to Romspen Investment Corporation (“**Romspen**”) and, as such, I have knowledge of the matters to which I hereinafter depose.
2. In preparing this affidavit, I have reviewed, among other things, the Affidavits of Mark Hilson sworn July 22, 2016 (the “**First Hilson Affidavit**”) and November 15, 2016 (the “**Second Hilson Affidavit**”), and my affidavit sworn November 21, 2016 (the “**First Ulicki Affidavit**”). I

- 2 -

have continued to use the defined terms from the First Hilson Affidavit, the Second Hilson Affidavit, and the First Ulicki Affidavit.

3. Pursuant to the Receivership Order of Justice Newbould dated November 29, 2016 (the "**Receivership Order**"), Rosen Goldberg Inc. (the "**Receiver**") was appointed as receiver and manager over all of the assets, undertakings and properties of HVL. Attached hereto and marked as **Exhibit "A"** to this Affidavit is a copy of the Receivership Order.
4. As set out in the Loan Agreement (Exhibit C to the First Hilson Affidavit), the debt owing by HVL to Romspen is guaranteed by, among others, Horseshoe Ridge Homes Inc. ("**HRH**"). As security for its guarantee, HRH granted Romspen a General Security Agreement over its assets and undertakings on or about October 26, 2011 (the "**HRH GSA**"), and Romspen holds properly perfected first ranking security over HRH pursuant to the HRH GSA. Attached hereto and marked as **Exhibits "B" and "C"** to this Affidavit are the HRH GSA, and a PPSA search against HRH dated November 28, 2016, respectively.
5. Romspen made demand on HRH, and others, at the same time that it made demand on HVL under the Loan Agreement (see Exhibit F to the first Hilson Affidavit). Attached hereto and marked as **Exhibit "D"** to this Affidavit is a copy of Romspen's demand letter and Notice of Intention to Enforce Security dated June 13, 2016.
6. The First Hilson Affidavit lists, at paragraph 16, reasons why Romspen had lost faith and confidence in the management of HVL and HRH. Subparagraph 16(f) of that Affidavit states that HVL had entered into agreements to construct 19 townhomes (the "**19 Townhomes**") that would result in an estimated loss of \$100,000.00 per unit.

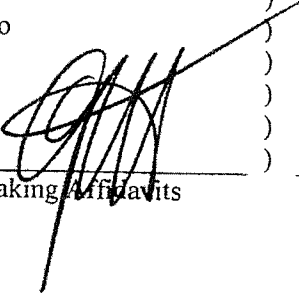
- 3 -

7. The First Hilson Affidavit described HRH's role as the entity through which HVL marketed its lands for sale. HRH was not named as a Respondent to the within Application. However, as will be set out in the First Report of the Receiver, HRH itself entered into preconstruction agreements of purchase and sale in the spring of 2015 in respect of the 19 Townhomes, and HRH collected the deposits for those agreements.

8. I make this affidavit in support of in support of Romspen's application for Orders amending the Notice of Application to add HRH as a Respondent and amending the Receivership Order to add HRH as a debtor over whose assets, undertakings and properties the Receiver has been appointed as receiver and manager, or in the alternative appointing the Receiver as receiver and manager over the HVL's assets undertakings and properties, and for no improper purpose.

SWORN BEFORE ME

at the City of Toronto,
in the Province of Ontario
on December 16, 2016



Commissioner for Taking Affidavits

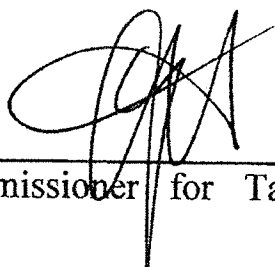


BASIL (BILL) ULICKI

JOEL WICKELSON
Barrister & Solicitor
182 Cumberland Street, Suite 300
Toronto ON M5R 3N6
Direct Line: 416.599.4870

TAB A

This is **Exhibit "A"** referred to in the
Affidavit of
BASIL (BILL) ULICKI herein,
Sworn before me
this 16th day of December, 2016.



A Commissioner for Taking Affidavits

JOEL MICKELSON
Barrister & Solicitor
182 Cumberland Street, Suite 300
Toronto ON M5R 3N5
Direct Line: 416.928.4870

Court File No. CV-16-11468-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 29TH
JUSTICE *NEUBOLD*) DAY OF NOVEMBER, 2016
)

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

HORSESHOE VALLEY LANDS LTD.

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**ORDER
(appointing Receiver)**

THIS MOTION 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 Rosen Goldberg Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Horseshoe Valley Lands Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mark Hilson sworn July 22, 2016 (the "**First Hilson Affidavit**") and the Exhibits thereto, the supplementary affidavit of Mark Hilson sworn November 15, 2016 (the "**Second Hilson Affidavit**") and the Exhibits thereto, including the

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consent to the within application executed by the Debtor's lawyer, as set out at Exhibit "A" to the Second Hilson Affidavit, the affidavit of Jim Cooper sworn November 16, 2016 and the exhibits thereto, the Affidavit of Bill Ulicki sworn November 21, 2016 and the exhibits thereto, and the affidavit of Paul Grespan sworn November 25, 2016, and the exhibit thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Debtor, and counsel for Lotco Limited, no one else appearing for any other person on the service list, although properly served with the Supplementary Application Record as appears from the affidavit of Patricia Keane sworn November 15, 2016, filed, and the Second Supplementary Application Record as appears from the affidavit of Patricia Keane sworn November 25, 2016, 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 dated July 22, 2016, and the Supplementary Application Record dated November 15, 2016 is hereby abridged and validated so that this motion 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, Rosen Goldberg Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

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

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- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to make an assignment into bankruptcy on behalf of the Debtor;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and,
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or

anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges 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.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the 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

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 hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

SERVICE AND NOTICE

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->

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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=30.

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

GENERAL.

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

28. 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.

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

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



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

NOV 29 2016

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

ROMSPEN INVESTMENT CORPORATION
Applicant

- and -

Court File No. CV-16-11468-00CL
HORSESHOE VALLEY LANDS LTD.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(appointing receiver)

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

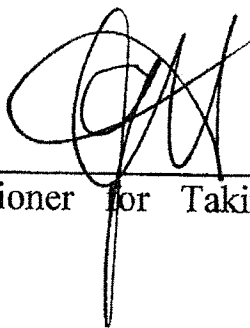
Eric Golden (LSUC #38239M)
(416) 593-1221 (Tel)
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Chad Kopach (LSUC #48084G)
(416) 593-1221 (Tel)
(416) 593-5437 (Fax)
Email: ckopach@blaney.com

Lawyers for the Applicant

TAB B

This is **Exhibit "B"** referred to in the
Affidavit of
BASIL (BILL) ULICKI herein,
Sworn before me
this 16th day of December, 2016.



A Commissioner for Taking Affidavits

JOEL MICKELSON
Barrister & Solicitor
162 Cumberland Street, Suite 300
Toronto ON M5R 3N5
Direct Line: 416.928.4870

GENERAL SECURITY AGREEMENT
(all property)

THIS AGREEMENT made as of the 24th day of October, 2011.

BY:

HORSESHOE RIDGE HOMES INC.
hereinafter called the "Debtor"

IN FAVOUR OF:

ROMSPEN INVESTMENT CORPORATION
hereinafter called the "Secured Party"

IN CONSIDERATION of the Secured Party extending credit and making or agreeing to make one or more advances to the Debtor and for other good and valuable consideration, the Debtor covenants with the Secured Party as follows:

ARTICLE I - DEFINITIONS

1.01 **Definitions:** Capitalized terms used in this Agreement that are not defined in this Section have the respective meanings ascribed thereto in the Act and all other capitalized terms used in this Agreement have the respective meanings ascribed thereto in this Section:

- (a) "Act" means the *Personal Property Security Act* (Ontario);
- (b) "Collateral" means all Personal Property (including, without limitation, each Account, Chattel Paper, Document of Title, Equipment, Instrument, Intangible, Inventory, Money, Security and Goods) that is now or hereafter owned or acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any rights (other than Consumer Goods) including, without limitation, all increases, additions, substitutions, repairs, renewals, replacements, Accessions, accretions and improvements to any such Personal Property and all Proceeds and other amounts derived directly or indirectly from any dealings with any such Personal Property;
- (c) "Expenses" means all costs, fees and expenses (including legal fees and disbursements on a full indemnity basis) incurred by or on behalf of the Secured Party in connection with or arising out of or from any one or more of the following:
 - (i) any act done or taken by the Secured Party or any Receiver, or any proceeding instituted by the Secured Party, the Debtor or any other Person in connection with or in any way relating to any one or more of the Act, this Agreement or any part hereof, the preservation, protection, enforcement or realization of the Collateral or the Security Interest or both, the recovery of the Indebtedness and responding to enquiries regarding the scope of the Security Interest perfected by the registration of a Financing Statement under the Act;
 - (ii) the remuneration of the Receiver, if any; and,
 - (iii) all amounts incurred or paid by or on behalf of the Secured Party pursuant to Section 5.03 hereof;
- (d) "Event of Default" or "Events of Default" has the meaning ascribed in Section 4.01 hereunder;
- (e) "Indebtedness" means all present and future debts and liabilities due or to become due, absolute or contingent, direct or indirect, now existing or hereafter arising, owing by the Debtor to the Secured Party, whether pursuant to or under the Letter of Commitment, the Loan Documents or otherwise and includes any extensions, renewals or replacements thereof and includes the Expenses;

- (f) "Letter of Commitment" means that certain commitment letter dated September 14, 2011, issued by the Secured Party in favour of Horseshoe Valley Lands Ltd., as same may be amended from time to time;
- (g) "Loan Documents" means all agreements, instruments and other documents made or assigned by the Debtor in favour of the Secured Party in connection with the loan transaction contemplated in the Letter of Commitment, as same may be amended, supplemented or replaced from time to time;
- (h) "Person" includes an individual, sole proprietorship, partnership, joint venture, syndicate, association, trust, body corporate, a natural person in his capacity as trustee, personal representative or other legal representative, the Crown or any agency or instrumentality thereof, and/or any other entity recognized by law;
- (i) "Receiver" means a receiver or a receiver and manager or any other Person (including the Secured Party) appointed by the Secured Party or by any court of competent jurisdiction for all or any part of the assets of the Debtor or for all or any part of the Collateral, and includes the agents, servants and employees of such Receiver; and,
- (j) "Security Interest" means the assignment, transfer, mortgage, charge and security interest provided for in Section 2.01 hereof and "security interest" has the meaning ascribed thereto in the Act.

ARTICLE II - GRANT OF SECURITY INTEREST AND ATTACHMENT

2.01 **Security Interest:** As continuing security for the payment of the Indebtedness and the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, in the Letter of Commitment and in the Loan Documents, the Debtor:

- (a) assigns, transfers, mortgages and charges to and in favour of the Secured Party all of the Debtor's rights, title and interest in and to the Collateral; and,
- (b) grants to and in favour of the Secured Party a security interest in the Collateral;

as and by way of a fixed charge.

2.02 **Exclusion of Last Day of Leasehold Interest from Security Interest:** The Security Interest referred to in Section 2.01 hereof shall not extend to or apply to the last day of the term of any lease or agreement therefor that is now or may hereafter be held by the Debtor; provided, however, if the Security Interest becomes enforceable, the Debtor shall thereafter stand possessed of the last day of each such lease or agreement therefor and shall hold the same in trust for, and shall, upon receipt of a written request to that effect from the Secured Party assign the same to, any Person who acquires the term of any such lease or any agreement therefor in the course of any enforcement of the Security Interest or in the course of any realization upon the Collateral or any part thereof.

2.03 **Attachment:** The Debtor and Secured Party confirm that they have not postponed or agreed to postpone the time for attachment of the Security Interest and that the Debtor has received Value.

2.04 **Amalgamation:** The Debtor acknowledges and agrees that in the event that it amalgamates with any other company or companies it is the intention of the parties hereto that the term Debtor when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

- (a) shall extend to the Collateral owned by each of the amalgamated companies and the amalgamated company at the time of amalgamation and to all Collateral thereafter owned or acquired by the amalgamated company; and,
- (b) shall secure the Indebtedness of each of the amalgamating companies and the amalgamated company to the Secured Party at the time of amalgamation and any Indebtedness of the amalgamated company thereafter arising.

And for greater particularity, the Security Interest shall attach to the Collateral owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any Collateral thereafter owned or acquired.

ARTICLE III - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties:** The Debtor represents and warrants to the Secured Party, and so long as any of the indebtedness remains outstanding shall be deemed to continuously represent and warrant to the Secured Party, as follows:

- (a) the Collateral is owned by the Debtor with good and marketable title thereto, free and clear of any assignments, executions, mortgages, charges, hypothecations, pledges, security interests, liens, demands, adverse claims and any other encumbrances whatsoever;
- (b) the Debtor has the full power, capacity and authority to execute and deliver this Agreement and to observe and perform all of the Debtor's obligations thereunder;
- (c) if the Debtor is a corporation or partnership, the Debtor is duly constituted, validly existing and in good standing under the laws of its governing jurisdiction; and,
- (d) the name of the Debtor as set out on the first page of this Agreement is the full and correct legal name of the Debtor.

3.02 **Covenants:** The Debtor covenants and agrees with the Secured Party, and so long as any of the indebtedness remains outstanding shall be deemed to continuously covenant and agree with the Secured Party, as follows:

- (a) if applicable, the Debtor will at all times maintain its existence as a corporation or a partnership, as the case may be;
- (b) the Debtor will diligently maintain and operate the Collateral and shall conduct its operations in a reasonable and prudent manner so as to maintain, preserve and protect the Collateral;
- (c) the Debtor will pay all taxes, rates, levies, government fees and dues levied, assessed or imposed in respect of the Collateral or any part thereof, as and when the same become due and payable, and shall forthwith upon request by the Secured Party deliver such evidence as may satisfy the Secured Party that such taxes, rates, levies, fees and dues have been paid;
- (d) the Debtor will at all times repair and keep in good order and condition any part or parts of the Collateral that constitutes tangible personal property, and renew and replace all and any of the same which may become unrepairable or destroyed;
- (e) the Debtor will insure, at its own expense, on a replacement cost basis, all items of Collateral for which insurance coverage is purchasable, at all times during which any indebtedness exists, with insurers and pursuant to policies approved by the Secured Party, for such risks and perils as a reasonable owner of similar Collateral would consider prudent and for such other insurable risks and perils as the Secured Party may from time to time consider advisable or desirable and in respect of which insurance coverage may be available. All cancellation clauses in such policies are to provide for at least thirty (30) days' prior notice of such cancellation to the Secured Party;
- (f) the Debtor will deliver to the Secured Party original or certified true copies of all policies of insurance required to be maintained by the Debtor pursuant hereto and the Debtor will, at least thirty (30) days prior to the expiry of any such insurance policy, deliver to the Secured Party a renewal receipt, binder or new policy replacing such expiring insurance policy, or otherwise satisfy the Secured Party that such insurance has been renewed;
- (g) the Debtor will cause all proceeds payable under all policies of insurance required to be maintained by the Debtor hereunder to be made payable to the Secured Party, as its interest may appear, and will otherwise deal with such policies in such manner so as to enable all proceeds payable thereunder to be collected by the Secured Party from the insurer. The Secured Party may elect to have such insurance money applied in the reinstatement of the relevant Collateral or towards repayment of the indebtedness whether then due or not;

- (h) the Debtor will not create, grant, assume or otherwise permit to exist any assignment, execution, mortgage, charge, hypothec, pledge, lien, security interest or other encumbrance upon the Collateral or any part thereof or the Debtor's interest therein that ranks or is capable of being enforced in priority to, or *pari passu* with, or subsequent to, the Security Interest;
- (i) the Debtor will from time to time at the request of the Secured Party and at the expense of the Debtor, make and do all such acts and things and execute and deliver all such instruments, security agreements and other writings and assurances as may be necessary or desirable or recommended by counsel to the Secured Party with respect to this Agreement or the Collateral or in order to perfect, keep perfected, maintain and preserve the Security Interest;
- (j) the Debtor will pay or reimburse the Secured Party upon demand for all Expenses together with interest thereon from the date of payment by the Secured Party until paid in full to the Secured Party by the Debtor at the highest rate of interest payable under the Loan Documents, calculated and compounded monthly before and after demand, maturity, default and judgment, together with interest on overdue interest at the same rate;
- (k) the Debtor will not transfer, convey, sell, sublease, assign, otherwise alienate the Collateral or any part thereof;
- (l) the Debtor will not change the location of the Collateral or any part thereof;
- (m) the Debtor will not amalgamate, continue, restructure or dissolve;
- (n) the Debtor will not permit or suffer by operation of law any change in control or beneficial ownership of the Debtor;
- (o) the Debtor will not, except upon thirty (30) days prior written notice to the Secured Party:
 - (i) change its legal name; and/or,
 - (ii) change its registered head office;
- (p) in the event of any change of the Debtor's name or in the location of the Collateral, the Debtor will pay to the Secured Party forthwith all legal and other costs associated with amending all registrations related to the Loan Documents and of providing any other assurances to the Secured Party as may be reasonably required in the circumstances;
- (q) the Secured Party shall have access to all lands and premises on which any of the Collateral is located; and,
- (r) the Debtor will provide to the Secured Party all information reasonably requested by the Secured Party with respect to the Collateral and the operation of any lands, premises and undertaking of the Debtor including, but not limited to, copies of all leases and rent rolls, and all financial and computer records with respect to such information and the Collateral.

ARTICLE IV - EVENTS OF DEFAULT AND REMEDIES

4.01 **Events of Default:** The Debtor shall be in default hereunder upon the occurrence of any one or more of the following events (which shall collectively be called "Events of Default" and individually an "Event of Default"):

- (a) if the Debtor is in default under or pursuant to, or otherwise fails to perform, fulfill or satisfy any covenant, obligation or condition set out in, or upon the occurrence of an event described as an "Event of Default" or a "Default" in, this Agreement, the Letter of Commitment or any of the Loan Documents; and,
- (b) if the Debtor or any guarantor or covenantor of the Indebtedness or any part thereof dies or commits an act of bankruptcy or becomes insolvent or has a Receiver appointed for it or over any of its assets, or if any creditor takes possession of any of its assets, or if any execution, distress or other like process is

levied or enforced upon the Collateral or any part thereof, or if any compromise or arrangement with creditors is made by any of them.

4.02 **Remedies Upon Default:** Upon the occurrence of an Event of Default the full amount of the indebtedness shall, at the option of the Secured Party, become due and payable whereupon the Security Interest shall immediately be enforceable by the Secured Party, and the Secured Party shall have, in addition to all other rights, powers and remedies available at law and in equity, the following rights, powers and remedies:

- (a) the Secured Party may immediately sue for the Indebtedness;
- (b) the Secured Party may appoint and reappoint by instrument in writing, or institute proceedings in any court of competent jurisdiction for the appointment or reappointment of, any Person (including the Secured Party) to be a Receiver of all or any part of the Collateral. The Secured Party may remove or replace the Receiver from time to time, and appoint another Receiver in his stead or make application to a court of competent jurisdiction to do so. Subject to the provisions of the instrument or court order appointing the Receiver, the Receiver so appointed or replaced shall have, possess and may exercise all or any part of the rights, powers and remedies of the Secured Party (whether conferred upon the Secured Party by this Agreement or otherwise). For greater certainty, where the Secured Party is referred to in this Agreement, the term shall, where the context permits, include the Receiver so appointed or replaced and the officers, employees, servants or agents of the Secured Party and the Receiver;
- (c) the Secured Party may, without notice, take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral by any method permitted by law, and to that end the Debtor agrees:
 - (i) to deliver possession of the Collateral to the Secured Party forthwith upon its receipt of a written or verbal demand therefor, at such place or places specified by the demand; and,
 - (ii) that the Secured Party may, at any time during the day or night, by any lawful means, enter upon all lands and premises upon which any of the Collateral may be found for the purpose of rendering unusable any part of the Collateral which constitutes equipment or for the purpose of taking possession of and removing the Collateral or any part thereof or both;
- (d) subject to the Act, the Secured Party may without notice, advertisement, demand for payment or any other formality (all of which are hereby waived) do any act or thing to preserve the Collateral or its value, or seize, collect, realize upon, lease, dispose of, release to third parties, sell by public or private sale or any other mode of disposition as the Secured Party may consider advisable or otherwise deal with the Collateral or any part thereof in such manner, for such consideration, upon such terms and conditions and at such time or times as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;
- (e) subject to the Act, the Secured Party may without notice, retain the Collateral or any part thereof and postpone the sale or any other disposition or dealing with the Collateral or any part thereof for such period as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;
- (f) subject to the Act, the Secured Party may without notice, elect to retain all or any part of the Collateral in satisfaction of the Indebtedness or any part thereof;
- (g) subject to the Act, the Secured Party may purchase all or any part of the Collateral at any public or private sale, auction, tender or by way of any other mode of disposition;
- (h) the Secured Party may borrow money on the security of the Collateral and create security interests in the Collateral, whether or not in priority to the Security Interest, which, in the absolute discretion of the Secured Party, may impair the Debtor's right to redeem the Collateral;
- (i) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor and may enter upon, occupy and use all or any of the lands, premises and undertaking occupied or used by the Debtor, or in which the

Collateral or any part thereof is situate for such time as the Secured Party sees fit, free of charge, to the exclusion of the Debtor; and,

- (j) the Secured Party may pay any indebtedness of the Debtor, post any security or otherwise deal with any other creditors of the Debtor in order to obtain the discharge of any mortgage, charge, hypothecation, pledge, security interest, lien, claim or other encumbrance that may exist against the Collateral or any part thereof.

4.03 **Receiver as Agent:** The Receiver shall be the agent of the Debtor for all purposes except possession of the Collateral only, which possession shall be on behalf of and as agent of the Secured Party and not the Debtor.

4.04 **Risk of Loss:** Where all or any part of the Collateral is in the possession of the Secured Party or the Receiver the risk of loss or damage, whether caused by the negligence of the Secured Party, the Receiver or otherwise, shall be the sole responsibility and obligation of the Debtor.

ARTICLE V - GENERAL CONTRACT PROVISIONS

5.01 **Secured Party Not Liable:** Neither the Secured Party nor the Receiver shall be bound to do any one or more of the following:

- (a) give any notice;
- (b) make or do any repair, processing or preparation for disposition of the Collateral (whether commercially reasonable or not);
- (c) use reasonable care in the custody or preservation of any of the Collateral in its possession;
- (d) keep the Collateral identifiable;
- (e) proceed in a commercially reasonable manner in the collection from debtors of the Debtor;
- (f) exercise any rights, powers and remedies whatsoever including, without limitation, seize, collect, realize upon, lease, sell or otherwise dispose of, borrow money on the security of, release to third parties, obtain possession of, obtain payment for, maintain or preserve or protect, the Collateral or any part thereof or its value; and
- (g) institute proceedings for the purpose of seizing, collecting, realizing upon, disposing of or obtaining possession of or payment for, the Collateral or any part thereof or for the purpose of preserving any rights of the Secured Party, the Debtor or any other Person in respect of same;

nor shall the Secured Party or the Receiver be liable or accountable for doing or for failing to do any one or more of the foregoing. Notwithstanding Article IV hereof, the Debtor shall be liable for all actions, causes of action, proceedings, debts, demands, claims, losses, damages and other liabilities incurred or suffered by the Debtor, the Secured Party or the Receiver by reason of or on account of any act or failure to act of the Receiver.

5.02 **Application of Funds:** All amounts realized from the Collateral upon the enforcement of the Security Interest shall be applied by the Secured Party or the Receiver firstly, to the payment of Expenses, secondly, to the payment of such part of the Indebtedness as constitutes interest, and thirdly, to the payment of the balance of the indebtedness; and any deficiency shall be and remain payable by the Debtor to the Secured Party. If any surplus remains after the payments itemized herein, such surplus shall be applied in the manner provided for in the Act. Notwithstanding the foregoing, the Secured Party reserves the right to interplead or make any appropriate application pursuant to the *Trustee Act* (Ontario).

5.03 **Performance by Secured Party:** If the Debtor fails to perform, fulfill or satisfy any covenant, obligation or condition herein set out including, without limitation, the payment of money, the Secured Party may, in its absolute discretion, but without being bound to do so, perform any such covenant, obligation or condition capable of being performed by the Secured Party. No such performance or payment shall relieve the Debtor from any default under this Agreement or any consequence of such default.

5.04 **Rights, Powers and Remedies:** Each right, power and remedy of the Secured Party provided for in this Agreement or available at law or in equity may be exercised separately from or in combination with, and is in addition to and not in substitution for, any other right, power and remedy of the Secured Party however created. Without limiting the generality of the foregoing, the taking of judgment or judgments by the Secured Party shall not operate as a merger or affect the right of the Secured Party to interest as provided herein.

5.05 **Waiver:** No consent or waiver, express or implied, by the Secured Party to or of any breach or default by the Debtor in the performance of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default in the performance of the Debtor's obligations hereunder. Failure on the part of the Secured Party to complain of any act or failure to act of the Debtor or to declare the Debtor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Secured Party of its rights hereunder.

5.06 **Dealings with Persons:** The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Collateral, the Debtor, debtors of the Debtor, guarantors, sureties and others, as the Secured Party may see fit, without prejudice to the Secured Party's rights, powers and remedies whatsoever.

5.07 **Notices:** Any notice or demand which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally or by facsimile upon the party for whom it is intended, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, in the case of the Debtor, addressed to it at any address for service provided by the Debtor to the Secured Party under any of the Loan Documents and in the case of the Secured Party, addressed to it at the address set out in the Letter of Commitment. The date of receipt of such notice or demand, if served personally or by facsimile, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the fourth business day following the date of mailing. For the purposes hereof, personal service on the Debtor shall be effectively given by delivery to any officer, director or employee of the Debtor. The Secured Party or the Debtor may, from time to time, change its address or stipulate another address from the address described in this Agreement by giving notice in the manner provided in this Section and in respect of the Debtor provided that it has complied with the terms of Subsection 3.02 (o) hereof.

5.08 **Successors and Assigns:** This Agreement and each of the covenants, warranties and representations herein set out shall enure to the benefit of the Secured Party and the Secured Party's successors and assigns and shall be binding the Debtor and the Debtor's heirs, personal representatives, successors and assigns. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation, any trustee in bankruptcy and, where any party is a partnership, any new partnership resulting from the admission of new partners or any other change in the composition of such partnership, including, without limiting the generality of the foregoing, the death or resignation of any or all of the partners.

5.09 **Survival:** All covenants, undertakings, agreements, representations and warranties made by the Debtor in this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Indebtedness is paid in full. All representations and warranties made by the Debtor herein shall be deemed to have been relied upon by the Secured Party.

5.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Debtor and the Secured Party relating to the Security Interest and may not be amended in any manner except by written instrument signed by both of them.

5.11 **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the laws of the courts of this Province sitting at Toronto, Ontario.

5.12 **Legislation References:** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re enacted from time to time or as a reference to any successor thereto.

5.13 **Time of the Essence:** Time is and shall continue to be of the essence of this Agreement.

5.14 **Headings:** The insertion of headings in this Agreement is for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

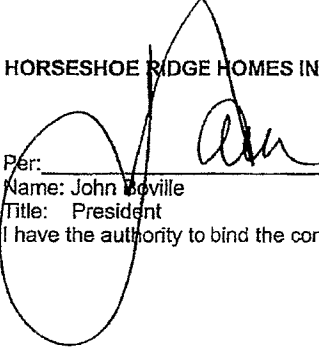
5.15 **Number and Gender:** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders.

5.16 **Joint and Several:** If two or more Persons have executed this Agreement as Debtor, all covenants and obligations of such Persons hereunder shall be joint and several covenants and obligations.

5.17 **Acknowledgement:** The Debtor acknowledges receipt of a duplicate executed copy of this Agreement.

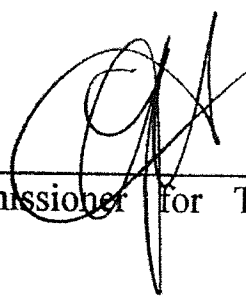
5.18 **Counterparts:** This Agreement may be executed in counterparts and all counterparts so executed will constitute one Agreement binding on the undersigned effective on execution by all of them.

IN WITNESS WHEREOF the undersigned has/have executed this Agreement as of the date first above written.

HORSESHOE RIDGE HOMES INC.

Per: _____
Name: John Boville
Title: President
I have the authority to bind the corporation.

TAB C

This is **Exhibit "C"** referred to in the
Affidavit of
BASIL (BILL) ULICKI herein,
Sworn before me
this 16th day of December, 2016.



A Commissioner for Taking Affidavits

JOEL MICKELSON
Barrister & Solicitor
162 Cumberland Street, Suite 300
Toronto ON M6R 3N6
Direct Line: 416.928.4870

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 11/28/2016
File Currency Date: 11/27/2016
Family(ies): 2
Page(s): 12

SEARCH : Business Debtor : HORSESHOE RIDGE HOMES 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: 11/28/2016
File Currency Date: 11/27/2016
Family(ies): 2
Page(s): 12

SEARCH : Business Debtor : HORSESHOE RIDGE HOMES INC.

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
01 CAUTION FILING : PAGE : 001 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20110907 1418 1275 0459 REG TYP: P PPSA REG PERIOD: 04
02 IND DOB : IND NAME:
03 BUS NAME: 1466832 ONTARIO LTD.

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8
05 IND DOB : IND NAME:
06 BUS NAME: HORSESHOE VALLEY LIMITED PARTNERSHIP

07 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

08 SECURED PARTY/LIEN CLAIMANT :
ROMSPEN INVESTMENT CORPORATION
09 ADDRESS : 162 CUMBERLAND STREET, SUITE 300
CITY : TORONTO PROV: ON POSTAL CODE: M5R 3N5
CONS. MV DATE OF OR NO FIXED
10 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
X X X X X X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: GOLDMAN SLOAN NASH & HABER LLP (JH111347)

17 ADDRESS : 1600-480 UNIVERSITY AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M5G 1V2

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 12
 SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 6 MV SCHEDULE ATTACHED :
 REG NUM : 20110907 1418 1275 0459 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: HORSESHOE VALLEY LIMITED PARTNERSHIP IV

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
 CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

05 IND DOB : IND NAME:
 06 BUS NAME: HORSESHOE LANDS DEVELOPMENT CORPORATION

07 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
 CITY : BARRIE , PROV: ON POSTAL CODE: L4M 4Y8

08 SECURED PARTY/LIEN CLAIMANT :

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

17 ADDRESS :

CITY : PROV: POSTAL CODE:

FAMILY : 1 OF 2 ENQUIRY PAGE : 3 OF 12
 SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 6 MV SCHEDULE ATTACHED :
 REG NUM : 20110907 1418 1275 0459 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: HORSESHOE R. E. MANAGEMENT INC.

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
 CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8
 05 IND DOB : IND NAME:
 06 BUS NAME: HORSESHOE RESORT CORPORATION

07 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
 CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

08 SECURED PARTY/LIEN CLAIMANT :

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

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 16 AGENT:
 17 ADDRESS :
 CITY :

PROV: POSTAL CODE:

FAMILY : 1 OF 2 ENQUIRY PAGE : 4 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
01 CAUTION FILING : PAGE : 004 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20110907 1418 1275 0459 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: HORSESHOE RIDGE HOMES INC. OCN :

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8
05 IND DOB : IND NAME:
06 BUS NAME: HORSESHOE VALLEY LANDS LTD. OCN :

07 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

08 SECURED PARTY/LIEN CLAIMANT :

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

FAMILY : 1 OF 2 ENQUIRY PAGE : 5 OF 12
 SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
 01 CAUTION FILING : PAGE : 005 OF 6 MV SCHEDULE ATTACHED :
 REG NUM : 20110907 1418 1275 0459 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: HORSESHOE/SALVIL (MEDONTE) LIMITED

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50 OCN :
 CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

05 IND DOB : IND NAME:
 06 BUS NAME: SOUTH TREMIN INVESTMENTS INC.

07 ADDRESS : 4504 TREMINEER AVENUE OCN :
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 1H7

08 SECURED PARTY/LIEN CLAIMANT :

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

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 1 OF 2 ENQUIRY PAGE : 6 OF 12
 SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 672751242 EXPIRY DATE : 07SEP 2020 STATUS :
 01 CAUTION FILING : PAGE : 006 OF 6 MV SCHEDULE ATTACHED :
 REG NUM : 20110907 1418 1275 0459 REG TYP: REG PERIOD:
 02 IND DOB : 13SEP1946 IND NAME: JOHN BOVILLE
 03 BUS NAME:

OCN :
 04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, COMP #50
 CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8
 05 IND DOB : IND NAME:
 06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 1 OF 2 ENQUIRY PAGE : 7 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

FILE NUMBER 672751242
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20110908 1315 1275 0460
21 REFERENCE FILE NUMBER : 672751242
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: HORSESHOE VALLEY LANDS LTD.

25 OTHER CHANGE:
26 REASON: CORRECTION OF THE SPELLING OF THE DEBTOR NAME FROM LTD. TO INC.
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: 1466832 ONTARIO INC.

OCN:
04/07 ADDRESS: 1101 HORSESHOE VALLEY ROAD., COMP #50
CITY: BARRIE PROV: ON POSTAL CODE: L4M 4Y8
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : GOLDMAN SLOAN NASH & HABER LLP (JH111347)
17 ADDRESS : 1600-480 UNIVERSITY AVENUE
CITY : TORONTO PROV : ON POSTAL CODE : M5G 1V2

FAMILY : 1 OF 2 ENQUIRY PAGE : 8 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

FILE NUMBER 672751242
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20111110 1405 1275 0474
21 REFERENCE FILE NUMBER : 672751242
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: HORSESHOE VALLEY LIMITED PARTNERSHIP

25 OTHER CHANGE:
26 REASON: TO DELETE DEBTORS HORSESHOE RESORT CORPORATION AND HORSESHOE/SALVIL
27 /DESCR: (MEDONTE) LIMITED TO REFERENCE FILE NO. 672751242 WHICH WERE ADDED
28 : IN ERROR.
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

04/07 ADDRESS: OCN:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : GOLDMAN SLOAN NASH & HABER (ATTN. CHERYL)
17 ADDRESS : 480 UNIVERSITY AVENUE, SUITE 1600
CITY : TORONTO PROV : ON POSTAL CODE : M5G 1V2

FAMILY : 1 OF 2 ENQUIRY PAGE : 9 OF 12
 SEARCH : BD : HORSESHOE RIDGE HOMES INC.

FILE NUMBER 672751242
 REGISTRATION NUM REG TYPE
 01 CAUTION : PAGE TOT 20120120 0926 2434 0357
 21 REFERENCE FILE NUMBER : 672751242
 22 AMEND PAGE: NO PAGE: CHANGE: F PRT DSC REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: SOUTH TREMIN INVESTMENTS INC.

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

04/07 ADDRESS: OCN:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : ROMSPEN INVESTMENT CORPORATION
 17 ADDRESS : 162 CUMBERLAND STREET, SUITE 300
 CITY : TORONTO PROV : ONT POSTAL CODE : M5R 3N5

FAMILY : 1 OF 2 ENQUIRY PAGE : 10 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

FILE NUMBER 672751242
REGISTRATION NUM REG TYPE
20150828 0941 2434 0464

01 CAUTION : PAGE TOT
001 OF 1 MV SCHED:
21 REFERENCE FILE NUMBER : 672751242
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: HORSESHOE VALLEY LANDS INC.

25 OTHER CHANGE:
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02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

04/07 ADDRESS: OCN:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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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 : ROMSPEN INVESTMENT CORPORATION
17 ADDRESS : 162 CUMBERLAND ST., STE. 300
CITY : TORONTO PROV : ON POSTAL CODE : M5R 3N5

FAMILY : 2 OF 2 ENQUIRY PAGE : 11 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 698391522 EXPIRY DATE : 28JUL 2019 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20140728 1301 1275 0744 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : 25NOV1968 IND NAME: JULIE A BOVILLE
03 BUS NAME:

OCN :
04 ADDRESS : 50 HIGHLAND DRIVE
CITY : SHANTY BAY PROV: ON POSTAL CODE: L0L 2L0
05 IND DOB : IND NAME:
06 BUS NAME: HORSESHOE RIDGE HOMES INC.

OCN :
07 ADDRESS : 1101 HORSESHOE VALLEY ROAD, RR1, COMP.50
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8

08 SECURED PARTY/LIEN CLAIMANT :
ROMSPEN INVESTMENT CORPORATION

09 ADDRESS : 162 CUMBERLAND STREET, SUITE 300
CITY : TORONTO PROV: ON POSTAL CODE: M5R 3N5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

16 AGENT: GOLDMAN SLOAN NASH & HABER LLP (NY 140147)
17 ADDRESS : 1600 - 480 UNIVERSITY AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M5G 1V2

FAMILY : 2 OF 2 ENQUIRY PAGE : 12 OF 12
SEARCH : BD : HORSESHOE RIDGE HOMES INC.

00 FILE NUMBER : 698391522 EXPIRY DATE : 28JUL 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20140728 1301 1275 0744 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: SOUTH TREMIN INVESTMENTS INC.

04 ADDRESS : 1101 HORSESHOE VALLEY ROAD, RR1, COMP 50 OCN :
CITY : BARRIE PROV: ON POSTAL CODE: L4M 4Y8
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:
CONG. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

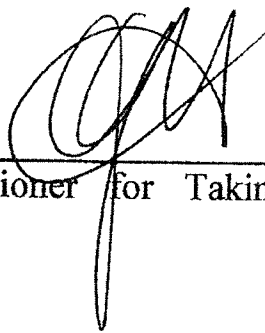
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16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

TAB D

This is **Exhibit "D"** referred to in the
Affidavit of
BASIL (BILL) ULICKI herein,
Sworn before me
this 16th day of December, 2016.



A Commissioner for Taking Affidavits

JOEL MICKELSON
Barrister & Solicitor
162 Cumberland Street, Suite 300
Toronto ON M5R 3N5
Direct Line: 416.928.4870



dedicated to your success

R. BRENDAN BISSELL
Direct Dial 416-597-6489
Email bissell@gsnh.com
Our File No.: 140147

June 13, 2016

DELIVERED BY REGISTERED MAIL

Horseshoe R.E. Management Inc.
1101 Horseshoe Valley Road
RR#1, Compartment 50
Barrie, Ontario L4M 4Y8

- and -

Horseshoe Valley Limited Partnership IV
1101 Horseshoe Valley Road
RR#1, Compartment 50
Barrie, Ontario L4M 4Y8

- and -

Horseshoe Lands Development Corporation
1101 Horseshoe Valley Road
RR#1, Compartment 50
Barrie, Ontario L4M 4Y8

- and -

Horseshoe Valley Limited Partnership
1101 Horseshoe Valley Road
RR#1, Compartment 50
Barrie, Ontario L4M 4Y8

- and -

1466832 Ontario Inc.
c/o Corporate Services Department
250 University Avenue, Suite 700
Toronto, Ontario M5H 3E5

- and -

Horseshoe Ridge Homes Inc.
1101 Horseshoe Valley Road
RR#1, Compartment 50
Barrie, Ontario L4M 4Y8

- and -

South Tremin Investments Inc.
4504 Tremineer Avenue
Burlington, Ontario L7L 1H7

- and -

Julie Boville
50 Highland Drive
Oro-Medonte, Ontario L0L 2L0

- and -

James Cooper
4504 Tremineer Avenue
Burlington, Ontario L7L 1H7

Dear Sirs:

RE: Romspen Investment Corporation loan to (the "Loan") Horseshoe Valley Lands Ltd. (the "Borrower") as guaranteed by Horseshoe R.E. Management Inc., Horseshoe Valley Limited Partnership IV, Horseshoe Lands Development Corporation, Horseshoe Valley Limited Partnership, 1466832 Ontario Inc., Horseshoe Ridge Homes Inc., South Tremin Investments Inc. and James Cooper (collectively, the "Guarantors") as secured by 281 acres of development land in the Township of Oro-Medonte (the "Property") Mortgage Reference No. 8013

We have been retained by Romspen Investment Corporation (the "Lender") with respect to the indebtedness owing to it by the Borrower.

As you are aware, you each guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Lender or

- 2 -

remaining unpaid by it to the Bank under a Guarantee and Postponement of Claim, with respect to the Loan.

We have been advised by the Lender that the Borrower is indebted to the Lender in the following amounts:

Principal Balance as at June 10, 2016	\$21,052,244.53
Outstanding Interest to June 1, 2016	\$207,855.57
Accrued Interest June 1 to 10, 2016	\$68,304.16
Outstanding Charges (paid to 1737002 Ontario Inc. for business advisory services)	\$3,676.85
TOTAL AMOUNT DUE AND PAYABLE TO THE LENDER AS OF JUNE 10, 2016	_____ \$21,332,061.11
Legal Costs Incurred to Date	\$9,831.00
TOTAL AMOUNT DUE AND PAYABLE	_____ \$21,341,892.11
Per diem from and after June 10, 2016: \$6,802.40	=====

On behalf of the Lender, we hereby make demand upon you for payment by the 24th day of June, 2016 of all of the amounts expressed above, all interest accruing thereon and under your Guarantee and Postponement of Claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Lender in accordance with the security delivered by the Borrower to the Lender, including, without limitation, legal fees on a scale as between a solicitor and his own client. In the event payment is not made as requested, the Lender shall commence such legal proceedings as it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid Guarantee and Postponement of Claim.

We hereby enclose and serve upon you Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) and Notice of Intent to Realize on Security pursuant to Section 21 of the *Farm Debt Review Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

GOLDMAN SLOAN NASH & HABER LLP

Per:



R. Brendan Bissell

Assistant: Nicole Yap
416-597-6479, yap@gsnh.com

RBB:NY
Enclosure
c. Lender
c. Friedmans Law Firm

FORM 115

NOTICE OF INTENTION TO ENFORCE SECURITY*(Subsection 244(1) Bankruptcy and Insolvency Act)*

TO: Horseshoe Ridge Homes Inc., an insolvent corporation,

TAKE NOTICE THAT:

1. Romspen Investment Corporation, a secured creditor, intends to enforce its security on the property owned by the insolvent person as described below:
 - (a) 281 acres of development lands in the Township of Oro-Medonte, as more particularly described in Schedule "A" attached hereto (hereinafter the "Lands")
2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage securing the principal sum of \$5,000,000.00 registered on title to the Lands in the Land Registry Office for the Land Titles Division of Simcoe No. 51 (the "Registry Office") on May 13, 2010 as Instrument No. SC819690, as amended and restated by a Restated Charge/Mortgage securing the principal sum of \$10,000,000.00 registered on title to the Lands in the Registry Office on November 1, 2011 as Instrument No. SC942146, as further amended and restated by a Restated Charge/Mortgage securing the principal sum of \$13,700,000.00 registered on title to the Lands in the Registry Office on May 3, 2013 as Instrument No. SC1054837, as further amended and restated by a Restated Charge/Mortgage securing the principal sum of \$26,000,000.00 registered on title to the Lands in the Registry Office on July 29, 2014 as Instrument No. SC1148135, as further amended and restated by a Restated Charge/Mortgage securing the principal sum of \$26,000,000.00 registered on title to the Lands in the Registry Office on February 12, 2016 as Instrument No. SC1282555;
 - (b) a Notice of Assignment of Rents - General registered on title to the Lands in the Land Registry Office on May 13, 2010 as Instrument No. SC819691;
 - (c) a Notice of Assignment of Rents - General registered on title to the Lands in the Land Registry Office on November 1, 2011 as Instrument No. SC942147;
 - (d) a General Security Agreement made as of the 13th day of May, 2010;
 - (e) a General Security Agreement made as of the 26th day of October, 2011;
 - (f) additional security as reconfirmed by a Re-Confirmation and Non-Merger Agreement made as of the 1st day of May 2013;
 - (g) additional security as reconfirmed by a Re-Confirmation and Non-Merger Agreement made as of the 17th day of July, 2014 ; and,
 - (h) additional security as reconfirmed by a Re-Confirmation and Non-Merger Agreement made as of the 9th day of February, 2016.

(collectively referred to herein as the "Security")
3. The total amount of the indebtedness secured by the Security is \$21,332,061.11 as at June 10, 2016, plus \$8,700.00 costs plus HST thereon, with a per diem payment thereafter of \$6,802.40.
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 the City of Toronto, this 13th day of June, 2016.

ROMSPEN INVESTMENT CORPORATION
 by its solicitors
GOLDMAN SLOAN NASH & HABER LLP

Per: 

Brendan Bissell
 Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, Ontario M5G 1V2

This Notice is a required document under the Bankruptcy & Insolvency Act ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact insolvent.

SCHEDULE "A" – LEGAL DESCRIPTION

PIN	SHORT LEGAL
58527 - 0451 LT	Parcel 1-3, Section 51-MED-3; being Part Lot 1, Concession 3 Medonte, designated as Part 1, Plan 51R-30016; together with easement as in LT236559; Township of Oro-Medonte
58527 - 0461 LT	Parcel 1-9, Section 51-MED-4; being Part Lot 1, Concession 4, Medonte, designated as Part 1, Plan 51R-18529 and Part 1, Plan 51R18260; Township of Oro-Medonte
58527 - 0463 LT	Parcel 1-6, Section 51-MED-4; being Part Lot 2, Concession 4, Medonte, designated as Part 3, Plan 51R-8682; Township of Oro-Medonte
58527 - 0470 LT	Part Lots 1 and 2, Concession 4 Medonte, being Part 1, Plan 51R35261, save and except Part 1, Plan 51R36976; together with easement as in LT236559, together with easement at in SC550482; Township of Oro-Medonte
74055 - 0191 LT	Block 67, Plan 51M741, together with an easement as in LT522878; Township of Oro-Medonte
74055 - 0192 LT	Block 68, Plan 51M741, together with an easement as in LT522878; Township of Oro-Medonte
74055 - 0193 LT	Block 69, Plan 51M741, together with an easement as in LT522878; Township of Oro-Medonte
74055 - 0194 LT	Block 70, Plan 51M741, together with an easement as in LT522878; Township of Oro-Medonte
74055 - 0223 LT	Part of Lot 4, Concession 4, Oro, designated as Part 1, Plan 51R35260; together with easement as in LT522875; Township of Oro-Medonte;
74055 - 0246 LT	Block 17, Plan 51M981; together with an easement as in LT522878; together with easement as in SC773798; Township of Oro-Medonte
74055 - 0247 LT	Block 18, Plan 51M981; together with an easement as in LT522878; together with easement as in SC773798; Township of Oro-Medonte
74055 - 0268 LT	Lot 14, Plan 51M1004; together with an easement as in LT522878; Township of Oro-Medonte
74055 - 0272 LT	Part Lot 4, Concession 4 Oro, designated as Part 11, Plan 51R30671 (except 51M1035); together with an easement as in LT522878, together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0276 LT	Lot 1, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0277 LT	Lot 2, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0278 LT	Lot 3, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0280 LT	Lot 5, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0284 LT	Lot 9, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0285 LT	Lot 10, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0286 LT	Lot 11, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0287 LT	Lot 12, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0288 LT	Lot 13, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0289 LT	Lot 14, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 - 0296 LT	Lot 21, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte

PIN	SHORT LEGAL
74055 – 0331 LT	Lot 56, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 – 0332 LT	Lot 57, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 – 0336 LT	Block 61, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 – 0337 LT	Block 62, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 – 0338 LT	Block 63, Plan 51M1035, together with an easement as in LT522878; together with an easement as in SC773798; Township of Oro-Medonte
74055 – 0387 LT	<p>Firstly: Part Lot 4 Concession 4 Oro, Part 12 (Except 51m1035), 13, 14, 16 & 17, Plan 51R30671, Except Part 1, Plan 51R40156, together with easement as in LT522878, together with easement as in SC773798 Secondly: Part Lot 4, Concession 4 Oro, Part 2, Plan 51R40156; together with easement as in LT522875, together with easement as in SC663268, together with easement as in SC774226, together with easement as in SC774233, together with easement as in SC774235 Thirdly: Part Lot 4, Concession 4 Oro, Part 4, Plan 51R40156; together with easement as in LT522875, together with easement as in SC663268, together with easement as in SC774226, together with easement as in SC774233, together with easement as in SC774235 Fourthly: Part Lot 4, Concession 4 Oro, Part 3, Plan 51R40156; together with easement as in LT522875; together with easement as in SC663268, together with easement as in SC774226, together with easement as in SC774233, together with easement as in SC774235; Township of Oro-Medonte</p>
74056 - 0052	Parcel 1-20, Section 51-ORO-4; being Part Lot 1, Concession 5 Oro, designated as Part 3, Plan 51R20347; Township of Oro-Medonte

ROMSPEN INVESTMENT CORPORATION

and

HORSESHOE VALLEY LANDS LTD.

Applicant

Respondent

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

Proceeding commenced at Toronto

MOTION RECORD

BLANEY MCMURTRY LLP

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

Eric Golden (LSUC #38239M)

(416) 593-1221 (Tel)
(416) 593-5437 (Fax)
Email: egolden@blaney.com

Chad Kopach (LSUC #48084G)

(416) 593-1221 (Tel)
(416) 593-5437 (Fax)
Email: ckopach@blaney.com

Lawyers for the Applicant