### ONTARIO SUPERIOR COURT OF JUSITCE

**BETWEEN:** 

#### **BUSINESS DEVELOPMENT BANK OF CANADA**

Applicant

and

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. AND 2362655 ONTARIO INC.

Respondents

FINAL REPORT OF THE RECEIVER

**DATED APRIL 10, 2019** 

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#### **EXHIBITS**

- A Appointment Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice dated November 21, 2017
- B Appointment Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice dated December 11, 2017
- C First Report of the Receiver dated July 8, 2018 (without exhibits)
- D Order from the Court dated July 19, 2018
- E Approval and Vesting Order dated July 19, 2018
- F Amended Approval and Vesting Order dated August 8, 2018
- G Second Report of the Receiver dated November 29, 2018 (without exhibits)
- H Interim Distribution Order dated December 7, 2018
- Soloway Wright LLP opinion letter dated March 22, 2019 on priority of claim of the Township of Edwardsburgh/Cardinal for environmental clean-up costs
- J Receiver's Final Statement of Receipts and Disbursements
- K Affidavit of Stanley Loiselle of Raymond Chabot Inc. sworn April 10, 2019
- L Affidavit of Roxanne Chapman of Soloway Wright LLP sworn April 8, 2019

#### INTRODUCTION

- 1. By Orders of the Ontario Superior Court of Justice (the "Court") dated November 21, 2017 and December 11, 2017(the "Appointment Orders"), Raymond Chabot Inc. ("RCI") was appointed as the receiver (the "Receiver") of (collectively the "Property"): (i) all of the assets, undertakings and properties of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc. (collectively the "Companies") acquired for, or used in relation to a business carried on by the Companies; and (ii) the real property municipally known as 2085 County Road 22 / Shanly Road, Cardinal, Ontario and legally described in PIN No. 68150-0142 (LT) the ("Real Property"), the registered owner of which Real Property was 730 Holdings Inc. The Appointment Orders are attached hereto as Exhibits A and B.
- 2. RCI filed its first report with the Court on July 9, 2018 (the "First Report") a copy of which is attached hereto as Exhibit C (without exhibits). The purpose of the First Report was to, among other thigs, obtain the Court's approval of the sale of the Real Property and the Property owned or used by the Companies in their business operations.
- 3. By an Order of the Court dated July 19, 2018, (the "Sale Order"), a copy of which is attached hereto as Exhibit D, the said sale of the Property by the Receiver was approved.
- 4. By an Approval and Vesting Order dated July 19, 2018 and a subsequent Amended Approval and Vesting Order dated August 8, 2018, (the "Vesting Orders"), the said sale of the Real Property by the Receiver was approved. Copies of the Vesting Orders are attached hereto as Exhibits E and F, respectively.
- RCI completed the sale of the Real Property pursuant to the terms of the Sale Order on August 20, 2018.
- 6. RCI filed its second report to the Court on November 29, 2018 (the "Second Report") a copy of which is attached hereto as Exhibit G (without exhibits). The purpose of the Second Report was to, among other things, obtain the Court's approval to reimburse an advance paid to the Receiver by Business Development Bank of Canada ("BDC") and approval for an interim distribution to the BDC and the Township of Edwardsburgh/Cardinal (the "Township").

- 7. By Order of the Court dated December 7, 2018, a copy of which of which is attached hereto as **Exhibit H**, the Receiver reimbursed the advance of \$50,000 to BDC and made a distribution of \$993,227.51 to BDC and \$143,824.80 to the Township.
- 8. The Appointment Orders and subsequent Orders, together with the Notices to Creditors, the First Report, Second Report and this third and final report (the "Final Report") have been posted on the Receiver's website at https://www.raymondchabot.com/public-records/.

#### PURPOSE OF REPORT

- 9. The purpose of the Receiver's Final Report is to:
  - a. Provide the Court with the evidentiary basis to make an order:
    - i. directing and authorizing the Receiver to issue a final distribution to the Township with respect to its priority claim for environmental cleanup costs in the amount of \$292,474.81 as at March 12, 2019 and interest paid to and including April 8, 2019 in the amount of \$3,194.37 for a total of \$295,669.18;
    - ii. directing and authorizing the Receiver to make a final distribution in the amount of \$83,800.51 to BDC;
    - iii. directing and authorizing the Receiver to disclaim any interest the Receiver may have in the claim initiated with the Companies' insurer, Encon Group Inc. ("Encon"), with respect to environmental clean-up costs, pursuant to policy number PSG480912 (the "Policy"), which disclaimer shall be in favour of BDC given that it is named as a loss payee under the Policy and is constituted as the Companies' primary secured creditor;
    - iv. directing and authorizing the Receiver to assign any interest it may have in the claim made with Encon under the Policy to BDC, if necessary, and to execute any such documents that may be reasonably required to effect any such assignment;
    - v. approving the activities and conduct of the Receiver and its counsel as described in this Final Report;
    - vi. approving the Receiver's Final Statement of Receipts and Disbursements;
    - vii. approving the professional fees of the Receiver and its legal counsel set out herein, and authorizing the Receiver to pay all such fees and disbursements from available funds;
    - viii. discharging the Receiver once payment of the above-noted amounts is made.

#### TERMS OF REFERENCE

- 10. In preparing this Final Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Companies' books and records, discussions with former management of the Companies, and information from third-party sources (collectively, the "Information"). Except as described in this Final Report:
  - a. the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
  - b. the Receiver has prepared this Final Report in its capacity as a Court-appointed officer to support the relief being sought. Parties using the Final Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
- 11. Unless otherwise stated, all dollar amounts contained in the Final Report are expressed in Canadian dollars.
- 12. Unless otherwise provided, all other capitalized terms not otherwise defined in this Final Report are as defined in the Appointment Orders and/or the First Report and Second Report.

#### **BDC AND TOWNSHIP CLAIMS**

13. Pursuant to an email from legal counsel to BDC, the outstanding amount of BDC's loan as at February 22, 2019 was \$1,668,514.39. The Receiver will be seeking the authorization of the Court to make a final distribution in the amount of \$83,800.51 to BDC, given that it is constituted as the Companies primary secured creditor as confirmed in the Second Report.

- 14. The Township has a priority claim against the Real Property as it relates to environmental cleanup costs in the amount of \$292,474.81 as at March 12, 2019 and interest paid to and including April 8, 2019 in the amount of \$3,194.37 for a total of \$295,669.18. Attached hereto as Exhibit I is a legal opinion from counsel for the Receiver confirming that the Township has a valid priority claim with respect to environmental clean-up costs.
- 15. The Receiver has been pursuing the claim with Encon under the Policy to cover a part of or all the costs of the environmental cleanup. The claim remains outstanding as of the date of this Final Report and the Receiver will be seeking the authorization of the Court to pay the claim of the Township in full from available funds and to assign to BDC any interest the Receiver may have in the Encon claim under the Policy.

#### STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 16. Attached as Exhibit J is the Final Statement of Receipts and Disbursements for the receivership of the Companies.
- 17. Total receipts of \$1,839,886.48 for the Receivership are primarily comprised of:
  - a. \$25,350.00 from the sale of assets;
  - b. \$1,620,934.32 from the sale of the Real Property;
  - c. \$122,302.98 from rent;
  - d. \$50,000.00 advance from BDC; and
  - e. \$21,299.18 from HST and public utilities refunds.
- 18. Total cash disbursements for the Receivership of \$323,364.48 were primarily comprised of:
  - a. \$14,004.72 of insurance premiums;
  - b. \$20,000.00 transferred to cover bankruptcy costs of the Companies;
  - c. \$30,927.10 of utilities;
  - d. \$40,327.88 of services rendered related to security, monitoring, and property maintenance;
  - e. \$50,000.00 reimbursement of the advance from the BDC;
  - f. \$79,228.75 in Receiver fees; and
  - g. \$47,115.35 in legal fees.

#### **PROFESSIONAL FEES**

- 19. The Receiver and its legal counsel, Soloway Wright LLP ("SW"), have maintained detailed records of their professional time and costs since the issuance of the Appointment Orders. Pursuant to paragraph 20 of the Appointment Order dated November 21, 2017, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.
- 20. The total fees of the Receiver for the period from November 11, 2018 to March 30, 2019 amount to \$11,532.50 plus harmonized sales tax ("HST") of \$1,499.23 totalling \$13.031.73. The time spent by the Receiver is more particularly described in the Affidavit of Stanley Loiselle, sworn April 10, 2019 (the "Loiselle Affidavit") in support hereof and attached hereto as Exhibit K. The Receiver estimates that its provisional fees and disbursements to finalize the receivership will total \$5,650.00, which will be in addition to the amounts set out above.
- 21. The total legal fees incurred by the Receiver during the period from November 14, 2018 to April 8, 2019 for services provided by SW amount to \$10,920.00 together with disbursements in the sum of \$493.21 and HST in the amount of \$1,462.92 totalling \$12,876.13. The time spent by SW personnel is more particularly described in the Affidavit of Roxanne Chapman, sworn April 8, 2019 (the "Chapman Affidavit") in support hereof and attached hereto as Exhibit L. Counsel for the Receiver estimates that its provisional fees and disbursements to finalize the receivership will total \$7,345.00, which will be in addition to the amounts set out above.
- 22. The Receiver is of the view that the fees and disbursements set out in the fee affidavits are reasonable in the circumstances.

#### RECEIVER'S RECOMMENDATIONS

- 23. For the reasons set out above, the Receiver recommends that the Court make an Order:
  - a. authorizing and directing the Receiver to issue a final distribution in the amount of \$292,474.81 as at March 12, 2019 and interest paid to and including April 8, 2019 in the amount of \$3,194.37 for a total of \$295,669.18 to the Township on account of its priority claim over the Real Property for environmental cleanup costs;

 authorizing and directing the Receiver to pay a final distribution in the amount of \$83,800.51 to BDC on account of its first-ranking charge over the Property and Real

Property;

c. authorizing and directing the Receiver to disclaim any interest it may have pursuant to the

claim made under the Encon Policy in favour of BDC, which is named as a loss payee

under the Policy and to execute any documents that may be reasonably required in this

regard;

d. authorizing and directing the Receiver to assign any interest it may have in the claim made

with Encon under the Policy to BDC and to execute any documents that may be reasonably

required to effect such an assignment;

e. approving the activities and conduct of the Receiver and its counsel as described in this

Final Report;

f. approving the Receiver's Final Statement of Receipts and Disbursements;

g. approving the professional fees and disbursements of the Receiver and its legal counsel set

out in the Loiselle Affidavit and Chapman Affidavit, and authorizing the Receiver to pay

all such fees and disbursements from available funds; and

h. discharging the Receiver once all the amounts set out above are paid.

All of which is respectfully submitted at Ottawa, Ontario this 10th day of April 2019.

RAYMOND CHABOT INC.

Receiver of the assets, undertakings and property of

730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc.,

and not in its personal capacity.

Per:

Stanley Loiselle, CIRP, LIT

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### TAB A

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

| CTHE HONOURABLE | ) | TUESDAY, THE 21 <sup>ST</sup> |
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#### BUSINESS DEVELOPMENT BANK OF CANADA

**Applicant** 

- and -

### 730 HOLDINGS INC., 730 SUBWAY INC. and 730 ROADHOUSE INC.

Respondents

### ORDER (appointing Receiver)

THIS APPLICATION made by Business Development Bank of Canada ("BDC") 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 Raymond Chabot Inc. ("Raymond Chabot") as receiver (in such capacity, the "Receiver") without security, of: (i) all the assets, undertakings and properties of 730 Holdings Inc., 730 Subway Inc. and 730 Roadhouse Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors; and (ii) the real property municipally known as 2085 County Road 22 / Shanly Road, Cardinal, Ontario and legally described in PIN No. 68150-0142 (LT) (the "Real Property"), the registered owner of which Real Property is 730 Holdings Inc., was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Marlène Rodrigue sworn October 12, 2017 and the exhibits thereto, and the affidavit of Kanwaljeet Rattan sworn October 25, 2017, and the exhibits thereto, and on being advised that the Debtors do not oppose the application because Federated Insurance Company ("Federated") has not yet made payment to the Debtors or to BDC pursuant the policy of insurance issued by Federated in respect of the Real Property bearing policy no. 0122857.9 (the "Policy"), and on hearing the submissions of counsel for BDC and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Diana McMillen sworn October 18, 2017, and on reading the consent to act as the Receiver from Raymond Chabot,

#### **SERVICE**

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

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Raymond Chabot Inc. is hereby appointed Receiver, without security, of (collectively, the "Property") the Real Property and all the assets, undertakings and properties of the Debtors acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof, but, subject to further order of this Court, excluding the Debtors' right and interest as insured under the Policy, including all coverages thereunder, and 730 Holdings Inc.'s interest as plaintiff in the action against Federated commenced in the Ontario Superior Court of Justice (Belleville) bearing court file no. CV-17-0316-00 (the "Insurance Action"). For greater certainty, nothing herein derogates from BDC's interest in the proceeds of any such claim.

#### **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 businesses of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise 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 businesses of the Debtors or any part or parts
  thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors, with the exception of any indebtedness owing to the Debtors or BDC by Federated;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, with the exception of the Insurance Action, 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. For clarity, the Receiver shall not have these powers in relation to the Insurance Action, as it does not form part of the Property;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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;

(1) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to make an assignment in bankruptcy on behalf of each of the Debtors. For clarity, should the Debtors be assigned into bankruptcy, any trustee in bankruptcy so appointed shall have the power to continue the prosecution of the Insurance Action pursuant to section 30(1)(d) of the Bankruptcy and Insolvency Act, provided that the trustee obtains an order to continue pursuant to Rule 11.01 of the Rules of Civil Procedure;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors 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 Debtors, and without interference from any other Person.

#### INSURANCE ACTION

- 4. THIS COURT ORDERS that the Debtors shall provide the Receiver with copies of all non-privileged documents generated in the course of the prosecution of the Insurance Action.
- 5. THIS COURT ORDERS that the Debtors shall pay any proceeds of the Insurance Action, net of legal fees and disbursements incurred by the Debtors in the prosecution of the Insurance Action, to the Receiver, forthwith upon receipt of same.

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 6. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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.
- 7. 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 Real Property or the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 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.

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

#### NO PROCEEDINGS AGAINST THE RECEIVER

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

#### NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

11. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

#### NO EXERCISE OF RIGHTS OR REMEDIES

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

#### NO INTERFERENCE WITH THE RECEIVER

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

#### CONTINUATION OF SERVICES

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

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### RECEIVER TO HOLD FUNDS

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

#### **EMPLOYEES**

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

#### **PIPEDA**

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

such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

THIS COURT ORDERS that nothing herein contained shall require the Receiver to 18. occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act, the Ontario Environmental Protection Act, the Ontario Water Resources Act, or the Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE RECEIVER'S LIABILITY

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

#### RECEIVER'S ACCOUNTS

- 20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 21. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
- 22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- 24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 25. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 26. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### SERVICE AND NOTICE

- 27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <a href="http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/">http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/</a>) 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 and shall be accessible from the following URL: <a href="https://www.raymondchabot.com/en/public-records/">https://www.raymondchabot.com/en/public-records/</a>.
- 28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as

last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

- 29. 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.
- 30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 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.
- 32. 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.
- 33. THIS COURT ORDERS that BDC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of BDC's security or, if not so provided by BDC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate and the Real Property with such priority and at such time as this Court may determine.

34. 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 A TORONTO ON / BOOK NO:

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PER / PAR:

#### SCHEDULE "A"

#### RECEIVER CERTIFICATE

| CERTIFICATE NO  |
|---|
| AMOUNT \$   |
| 1. THIS IS TO CERTIFY that Raymond Chabot Inc., the receiver (the "Receiver") of all                  |
| the assets, undertakings and properties that 730 Holdings Inc., 730 Roadhouse Inc. and 730            |
| Subway Inc. (the "Debtors") acquired for or used in relation to businesses carried on by the          |
| Debtors (including all proceeds thereof) and the real property municipally known as 2085              |
| County Road 22 / Shanly Road, Cardinal, Ontario and legally described in PIN No. 68150-0142           |
| (LT) (collectively, the "Property"), appointed by Order of the Ontario Superior Court of Justice      |
| (Commercial List) (the "Court") dated the 21st day of November 2017 (the "Order") made in an          |
| application having Court file number CV- CV-17-584016-00CL, 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  |
|------------------|---|
|                  | Raymond Chabot Inc., solely in its capacity as<br>Receiver of the Property, and not in its personal<br>capacity |
|                  | Per:  |
|                  | Name:   |
|                  | Title:  |

Court File No. CV-17-584016-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceedings commenced at Toronto

### ORDER (appointing Receiver)

#### AIRD & BERLIS LLP

Barristers and Solicitors Brookfield Place Suite 1800, Box 754 181 Bay Street Toronto, ON M5J 2T9

#### Steven L. Graff (LSUC # 31871V)

Tel: (416) 865-7726 Fax: (416) 863-1515

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#### Miranda Spence (LSUC # 60621M)

Tel: (416) 865-3414 Fax: (416) 863-1515

Email: mspence@airdberlis.com

Lawyers for Business Development Bank of Canada

### TAB B

(.)

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

| THE HONOURABLE  | ) | MONDAY, THE 11 <sup>TH</sup> |
|-----------------|---|------------------------------|
| JUSTICE MICEWEN | ) | DAY OF DECEMBER, 2017        |



#### BUSINESS DEVELOPMENT BANK OF CANADA

**Applicant** 

- and -

### 730 HOLDINGS INC., 730 SUBWAY INC. and 730 ROADHOUSE INC.

Respondents

#### **ORDER**

THIS MOTION made by Business Development Bank of Canada ("BDC"), on consent, for an Order, *inter alia*: (i) amending the Order (Appointing Receiver) granted by Justice Hainey on November 21, 2017 in these proceedings (the "Receivership Order") appointing Raymond Chabot Inc. as receiver (in such capacity, the "Receiver") of all the assets, undertakings and properties of the Debtors (as such term is defined in the Receivership Order) acquired for, or used in relation to a business carried on by the Debtors, and of the Real Property (as such term is defined in the Receivership Order) to include 2362655 Ontario Inc. ("236") as one of the Debtors (as such term is defined in the Receivership Order); and, (ii) adding 236 as a party to the application bearing court file number CV-17-584016-00CL, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Marlène Rodrigue sworn October 12, 2017 and the exhibits thereto, the affidavit of Kanwaljeet Rattan sworn October 25, 2017, and the exhibits thereto, and the affidavit of Danielle Muise sworn December 8, 2017, and the exhibits thereto, and on hearing the submissions of counsel for BDC and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Miranda Spence sworn December 8, 2017, and on reading the consent of BDC. 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc., and 236,

- 1. THIS COURT ORDERS that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.
- 2. THIS COURT ORDERS that the Receivership Order be and is hereby amended to include 236 as one of the Debtors, as such term is defined in the preamble to the Receivership Order.
- 3. THIS COURT ORDERS that the Receivership Order be and is hereby amended to exclude from the definition of Property, 236's interest as plaintiff in the Insurance Action, as such terms are defined at paragraph 2 of the Receivership Order,.
- 4. THIS COURT ORDERS that 236 shall be added as a respondent to this application, and the title of the proceeding in all documents issued, served or filed after the date of this Order in this application shall be as follows:

Court File No. CV-17-584016-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

## 730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

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PER/PAR:

- and -

Court File No. CV- 17-584016-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceedings commenced at Toronto

#### ORDER

AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place Suite 1800, Box 754 181 Bay Street Toronto, ON M5J 2T9

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Lawyers for Business Development Bank of Canada

### TAB C

### ONTARIO SUPERIOR COURT OF JUSITCE

**BETWEEN:** 

#### **BUSINESS DEVELOPMENT BANK OF CANADA**

**Applicant** 

and

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. AND 2362655 ONTARIO INC.

Respondents

FIRST REPORT OF THE RECEIVER

**DATED JULY 9, 2018** 

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#### **EXHIBITS**

| A | Appointment Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice |
|---|---|
|   | dated November 21, 2017   |

- B Appointment Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice dated December 11, 2017
- C Notice and Statement of Receiver dated November 30, 2017
- D Amended Notice and Statement of Receiver dated December 18, 2017
- E Agreement of Purchaser and Sale date May 28, 2018
- F 730 Holdings Inc. Call for Tenders and Bills of Sale
- G 2362655 Ontario Inc. Call for Tenders and Bill of Sale
- H Colliers International Appraisal Report dated January 31, 2018
- Listing Agreement with Rogers & Trainor Commercial Realty dated March 26, 2018
- J Waiver dated July 6, 2018
- K Summary of offers received pursuant to 730 Holdings Inc. Call for Tenders
- L Summary of offers received pursuant to 2362655 Ontario Inc. Call for Tenders
- M Email from Capital Asset Management dated January 11, 2018
- N Canada Revenue Agency property claim dated January 24, 2018 re: 2362655 Ontario Inc.
- O Receiver's Statement of Receipts and Disbursements as at July 9, 2018
- P Affidavit of Stanley Loiselle of Raymond Chabot Inc. sworn July 9, 2018
- Q Affidavit of André Ducasse of Soloway Wright LLP sworn July 9, 2018

#### INTRODUCTION

- 1. By Orders of the Ontario Superior Court of Justice (the "Court") dated November 21, 2017 (the "Appointment Orders") and December 11, 2017, Raymond Chabot Inc. ("RCI") was appointed as the receiver (the "Receiver") of (collectively the "Property"): (i) all of the assets, undertakings and properties of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc. (collectively the "Companies") acquired for, or used in relation to a business carried on by the Companies; and (ii) the real property municipally known as 2085 County Road 22 / Shanly Road, Cardinal, Ontario and legally described in PIN No. 68150-0142 (LT) the ("Real Property"), the registered owner of which Real Property is 730 Holdings Inc. The Appointment Orders are attached hereto as Exhibits A and B.
- 2. The Appointment Orders authorize the Receiver to, among other things, take possession of, and exercise control over, the Property and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - a. without the approval of the Court in respect of any transaction not exceeding \$250,000,
     provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - b. with the approval of the 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.
- 3. Shortly following the issuance of the Appointment Orders the Receiver issued a Notice and Statement of the Receiver and Amended Notice and Statement of Receiver ("Notices to Creditors") pursuant to subsections 245(1) and 246(1) of the Bankruptcy and Insolvency Act (Canada) ("BIA") in respect of the Company. The Notices to Creditors are attached hereto as Exhibits C & D.
- 4. The Appointment Orders, together with the Notices to Creditors and this First Report have been posted on the Receiver's website at https://www.raymondchabot.com/public-records/.

#### **PURPOSE OF REPORT**

- 5. The purpose of this first report of the Receiver (the "First Report") is to:
  - a. provide a summary of the Receiver's activities to date;
  - b. provide details of the marketing activities undertaken by the Receiver with respect to the sale of the Property owned or used by the Companies in their business operations; and
  - c. provide the Court with the evidentiary basis to make an Order:
    - i. authorizing and directing the Receiver to enter into and carry out the terms of the Agreement of Purchase and Sale (the "APS") dated May 28, 2018 and a redacted copy of which is attached hereto as Exhibit E, between the Receiver as Vendor and 2042066 Ontario Inc. as purchaser (the "Purchaser") together with any further amendments thereto deemed necessary by the Receiver, and vesting in the Purchaser title to the Real Property;
    - ii. authorizing and directing the Receiver to assign the commercial leases with the various tenants currently occupying the Real Property to the Purchaser;
    - iii. approving the sale by the Receiver of the assets of 730 Holdings Inc. pursuant to the terms of the Receiver's call for tenders dated May 15, 2018, hereinafter described, along with all related bills of sale (collectively the "730 Call for Tenders") and attached hereto as Exhibit F, between the Receiver as Vendor and the various purchasers (the "730 Purchasers") together with any further amendments thereto deemed necessary by the Receiver, and vesting in the 730 Purchasers title to the assets more particularly described in the 730 Call for Tenders;
    - iv. approving the sale by the Receiver of the assets of 2362655 Ontario Inc. pursuant to the terms of the Receiver's call for tenders dated May 15, 2018, hereinafter described, along with all related bills of sale (collectively the "2362655 Call for Tenders") and attached hereto as Exhibit G, between the Receiver as Vendor and the purchaser (the "2362655 Purchaser") together with any further amendments thereto deemed necessary by the Receiver, and vesting in the 2362655 Purchaser title to the assets more particularly described in the 2362655 Call for Tenders;
    - v. authorizing and directing the Receiver to issue payment in the amount of \$661.05 to the Canada Revenue Agency ("CRA") on account of its property claim over the

- assets of 2362655 Ontario Inc., being the net proceeds received by the Receiver from the 2362655 Call for Tenders;
- vi. approving the activities of the Receiver and its counsel as described in this First Report including, without limitation, the steps taken by the Receiver pursuant to the marketing and sales process of the Property of the Companies;
- vii. approving the Receiver's Interim Statement of Receipts and Disbursements for the period of November 21, 2017 to July 9, 2018, and approving the professional fees of the Receiver and its legal counsel set out herein, and authorizing the Receiver to pay all such fees and disbursements from available funds; and
- viii. sealing as confidential, un-redacted copies of Exhibits E and H attached hereto, given that the redacted information contained in these exhibits could taint the market in the event the sale of the Real Property does not close.

#### **TERMS OF REFERENCE**

- 6. In preparing this First Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Companies' books and records, discussions with former management of the Companies, and information from third-party sources (collectively, the "Information"). Except as described in this First Report:
  - a. the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
  - b. the Receiver has prepared this First Report in its capacity as a Court-appointed officer to support the Court's approval of the sale of assets and Real Property of the Company and the other relief being sought. Parties using the First Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
- Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

8. Unless otherwise provided, all other capitalized terms not otherwise defined in this First Report are as defined in the Appointment Orders.

#### **BACKGROUND**

- 9. The Companies are Ontario corporations which collectively operated a truck stop and restaurant from the Real Property where its head office and place of business is located.
- 10. As at the date of the Appointment Orders, the directors of the Companies were Kanwaljeet S. Rattan (aka Ken Rattan) and Balbir Saral.
- 11. The Company had ceased operating in the ordinary course of business prior to the date of the Appointment Orders due to a major fire in April 2017 which destroyed the main building.

#### TAKING POSSESSION AND SAFEGUARDING ASSETS

- 12. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Orders:
  - Established the Receiver's website and issued the Notice to Creditors in respect of the Company;
  - b. Reviewed available books and records;
  - c. Changed all locks for the various buildings on the Real Property and arranged for security and ongoing monitoring and maintenance of the Real Property;
  - d. Arranged for the clean up and restricted access to the Real Property which had been left completely unattended and/or monitored by the Companies and its directors;
  - e. Contacted utility companies and assumed ongoing costs;
  - f. Obtained an independent appraisal of the Real Property;
  - g. Prepared a detailed list of assets (including known leased and 3<sup>rd</sup> party assets) located at the Premises based on available records;
  - h. Insured all assets of the Company for \$747,000 and obtained commercial general liability coverage of \$10,000,000;
  - i. Made inquiries of the various tenants occupying the Real Property and the current status of payments required pursuant to the terms of the various leases; and
  - j. Negotiated the renewal of the lease with an existing tenant and entered into a month-tomonth lease with a new tenant.

#### MARKETING AND SALE PROCESS

- 13. As empowered and authorized by the Court, the Receiver obtained a real property appraisal from Colliers International, a redacted copy of which is attached hereto as Exhibit H.
- 14. The Receiver signed a listing agreement with Rogers & Trainor Commercial Realty Inc. ("RTCR") and, based on the recommendation from RTCR, listed the property for sale at \$1,800,000 on March 26, 2018. A copy of the listing agreement is attached hereto as Exhibit I.
- 15. The Receiver subsequently received a total of 5 purchase offers and ultimately entered into an APS with the Purchaser at a purchase price which is greater than the appraised value. A redacted copy of the APS is included as **Exhibit E**. The APS was subject to a number of conditions in favour of the Purchaser, all of which were waived on June 29, 2018. A copy of the waiver is attached hereto as **Exhibit J**.
- 16. As empowered and authorized by the Court, the Receiver, through its agent Capital Asset Management ("CAM"), initiated a call for tenders process on May 15, 2018, to sell certain assets of 730 Holdings Inc. and 2362655 Ontario Inc. The deadline to submit offers pursuant to the Call for Tenders Process was May 30, 2018 at 12:00PM.
- 17. CAM undertook the following steps during the Call for Tenders Process:
  - a. Prepared the Call for Tenders including a summary description of the assets available for sale and presenting the conditions and reserves related to the sale of the assets;
  - Posted the Call for Tenders and related information, including detailed asset listings and photographs on CAM's website and advised local contacts;
  - c. Coordinated the interested parties' inspections of the assets for sale;
  - d. Communicated and answered interested parties' inquiries;
  - e. Reviewed the five (5) offers received for the assets of 730 Holdings Inc., the details of which have been included in **Exhibit K** to this First Report;
  - f. Reviewed the three (3) offers received for the assets of 2362655 Ontario Inc., the details of which have been included in Exhibit L to this First Report;
- 18. On June 7, 2018, the Receiver completed the sales pursuant to bills of sale included hereto in **Exhibit F** and **Exhibit G** given that the amounts of each transaction and of the total of the

transactions collectively is below the limit set out in the Appointment Orders whereby the Receiver is authorized to sell assets without the approval of the Court. The aggregate gross proceeds generated from the sale of these assets totalled \$25,350.00

- 19. Based on its experience and appraisal of the assets of the Companies, CAM estimated the liquidation value of the assets subject to the 730 Call for Tenders and 2362655 Call for Tenders to be in the range of \$15,000.00 to \$28,000.00, before realization expenses. An email from CAM dated January 11, 2018 in this regard is attached hereto as Exhibit M.
- 20. The Receiver recommends that the Court authorize and direct the Receiver to accept and complete the sale of Property for the following reasons:
  - a. the value of the Real Property being sold pursuant to the APS is significantly higher than its appraised value;
  - b. the value of the assets of 730 Holdings Inc. and 2362655 Ontario Inc. is significantly higher than its appraised value;
  - c. the tenders received and the APS are in a form acceptable to the Receiver and its legal counsel;
  - d. As outlined in paragraphs 15 and 17 above, the Receiver listed the Real Property with a qualified real estate agent and received a total of five (5) purchase offers, and, through its agent CAM, implemented a suitable marketing and sales process for the assets sold pursuant to the 730 Call for Tenders and 2362655 Call for Tenders, and the potential market for the assets being sold has been thoroughly canvassed; and
  - e. the Transaction is, in the view of the Receiver, superior to other options available to the Receiver.

#### ASSIGNMENT OF LEASES TO THE PURCHASER

- 21. As previously indicated, the Company operated from the Real Property.
- 22. Further to the Appointment Orders, the Receiver contacted the tenants to arrange for the ongoing payment of rent to the Receiver.
- 23. The Receiver negotiated the renewal of the lease with Cervus Equipment Corporation and entered into a month-to-month lease with Gladiator Auto Transport Inc.

- 24. As of the date of this First Report, the tenants currently occupying the Real Property are as follows:
  - a. Cervus Equipment Corporation;
  - b. Bell Mobility Inc.;
  - c. Nationex Inc.; and
  - d. Gladiator Auto Transport Inc.
- 25. The Receiver is seeking the Court's approval to assign the above-noted leases to the Purchaser effective July 31, 2018.

#### CANADA REVENUE AGENCY - 2362655 ONTARIO INC.

26. CRA filed a property claim with the Receiver in the amount of \$7,354.71 for unremitted payroll deductions on January 24, 2018, a copy of which is attached hereto at Exhibit N. As indicated previously, the Receiver sold the assets of 2362655 Ontario Inc. pursuant to the 2362655 Call for Tenders. The net proceeds from the sale of these assets is \$661.05 and, as such, the Receiver is seeking the Court's authorization to issue payment in the amount of \$661.05 the CRA.

#### STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 27. Attached as Exhibit O is the Statement of Receipts and Disbursements for the receivership of the Company for the period from November 21, 2017 to July 9, 2018 (the "Receivership Period"). As at July 9, 2018, the closing cash balance was \$45,897.16.
- 28. Total receipts of \$198,923.46 for the Receivership Period are primarily comprised of:
  - a. \$25,780.95 from the sale of assets;
  - b. \$107,113.46 from rent; and
  - c. \$50,000 as an advance from the secured creditor, BDC.
- 29. Total cash disbursements for the Receivership Period of \$153,026.30 were primarily comprised of:
  - a. \$11,200.00 of insurance premiums;
  - b. \$20,000.00 transferred to cover bankruptcy costs of the Companies;
  - c. \$26,779.50 of utilities;

- d. \$29,867.38 of services rendered related to security, monitoring, and property maintenance;
- e. \$39,618.75 in Receiver fees; and
- f. \$9,195.68 in legal fees.

#### **PROFESSIONAL FEES**

- 30. The Receiver, and its legal counsel, Soloway Wright LLP ("SW"), have maintained detailed records of their professional time and costs since the issuance of the Appointment Orders. Pursuant to paragraph 20 of the Appointment Order dated November 21, 2017, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.
- 31. The total fees of the Receiver for the period from November 21, 2017 to April 28, 2018 amount to \$39,618.75 plus harmonized sales tax ("HST") of \$5,150.44 totalling \$44,769.19. The time spent by the Receiver is more particularly described in the Affidavit of Stanley Loiselle, sworn July 9, 2018 (the "Loiselle Affidavit") in support hereof and attached hereto as Exhibit P.
- 32. The total legal fees incurred by the Receiver during the period from November 21, 2017 to June 12, 2018 for services provided by SW amount to \$9,105.50 together with disbursements in the sum of \$90.18 and HST in the amount of \$1,195.44 totalling \$10,391.12. The time spent by SW personnel is more particularly described in the Affidavit of André Ducasse, a partner of SW, sworn July 9, 2018 (the "Ducasse Affidavit") in support hereof and attached hereto as Exhibit O.
- 33. The Receiver is of the view that the fees and disbursements set out in the fee affidavits are reasonable in the circumstances.

#### RECEIVER'S RECOMMENDATIONS

- 34. For the reasons set out above, the Receiver recommends that the Court make an Order:
  - a. authorizing and directing the Receiver to carry out the terms of the APS dated May 28, 2018, between the Receiver and the Purchaser, together with any further amendments thereto deemed necessary by the Receiver, and vesting in the Purchaser title to the Real Property;
  - b. approving the sale by the Receiver of the Real Property to the Purchaser;

- c. authorizing and directing the Receiver to assign the commercial leases with the various tenants currently occupying the Real Property to the Purchaser;
- d. approving the sale by the Receiver of the assets of 730 Holdings Inc. pursuant to the terms of the 730 Call for Tenders between the Receiver and the 730 Purchasers, together with any further amendments thereto deemed necessary by the Receiver, and vesting in the 730 Purchasers title to the assets more particularly described in the 730 Call for Tenders;
- e. approving the sale by the Receiver of the assets of 2362655 Ontario Inc. pursuant to the terms of the 2362655 Call for Tenders between the Receiver and the 2362655 Purchaser, together with any further amendments thereto deemed necessary by the Receiver, and vesting in the 2362655 Purchaser title to the assets more particularly described in the 2362655 Call for Tenders:
- f. authorizing and directing the Receiver to issue payment in the amount of \$661.05 to CRA on account of its property claim over the assets of 2362655 Ontario Inc., being the net proceeds received by the Receiver from the 2362655 Call for Tenders:
- g. approving the activities of the Receiver and its counsel as described in this First Report including, without limitation, the steps taken by the Receiver pursuant to the marketing and sales process of the Property of the Companies;
- h. approving the Receiver's Interim Statement of Receipts and Disbursements for the period of November 21, 2017 to July 9, 2018, and approving the professional fees of the Receiver and its legal counsel set out herein, and authorizing the Receiver to pay all such fees and disbursements from available funds; and
- i. sealing as confidential, un-redacted copies of Exhibits E and H attached hereto, given that the redacted information contained in these exhibits could taint the market in the event the sale of the Real Property does not close.

All of which is respectfully submitted at Ottawa, Ontario this 9th day of July, 2018.

#### RAYMOND CHABOT INC.

Receiver of the assets, undertakings and property of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc., and not in its personal capacity.

Per:`

Stanley Loiselle, CIRP, LIT

### TAB D

Court File No. CV-17-584016-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE

| THE HONOURABLE MR.        | )                                 | THURSDAY, THE 19 <sup>TH</sup> DAY |
|---------------------------|-----------------------------------|------------------------------------|
| 200511CE CHARLES HACKLAND | )                                 | OF JULY, 2018.                     |
| BU SURFAIEURE DE 1951     | SINESS DEVELOPMENT BANK OF CANADA |                                    |
|                           |                                   | Applicant                          |

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### **ORDER**

THIS MOTION, made on notice by Raymond Chabot Inc. as Court-Appointed Receiver (the "Receiver") of the Respondents was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Motion Record filed on behalf of the Receiver, including the First Report of the Receiver dated July 9, 2018 (the "First Report"), and upon hearing the submissions of counsel for the Receiver and counsel for certain other interested parties or such interested parties, all interested parties having been duly served as appears from the Affidavits of Service of Andre Ducasse and Jannika Baird, sworn July 10, 2018, filed,

1. THIS COURT ORDERS that these proceedings are hereby transferred from the Superior Court of Justice in Toronto, Ontario to the Superior Court of Justice in Ottawa, Ontario.

2. THIS COURT FURTHER ORDERS that the Receiver's First Report is hereby approved and that the activities and conduct of the Receiver and its counsel as recited and set forth in

its First Report are hereby ratified and approved.

3. THIS COURT FURTHER ORDERS that the Receiver is hereby authorized and directed to

assign to the Purchaser (as defined in the First Report) the commercial leases with

respect to Cervus Equipment Corporation, Bell Mobility Inc., Nationex Inc. and Gladiator

Auto Transport Inc.

4. THIS COURT FURTHER ORDERS that the sale by the Receiver of the assets of 730

Holdings Inc. and 2362655 Ontario Inc. and the bills of sale with respect thereto, all as

described and set forth in the First Report, are hereby approved.

5. THIS COURT FURTHER ORDERS and directs the Receiver to pay to the Canada Revenue

Agency ("CRA") a distribution in the amount of \$661.05.

6. THIS COURT FURTHER ORDERS that the Receiver's Statement of Receipts and

Disbursements, as set forth in the First Report is hereby approved.

7. THIS COURT FURTHER ORDERS that the fees and disbursements of the Receiver,

including the fees and disbursements of its legal counsel, all as particularized in the First

Report, are hereby ratified and approved.

8. THIS COURT FURTHER ORDERS that unredacted copies of Confidential Appendices "E"

and "H" attached to the First Report shall be kept sealed and confidential and shall not

form part of the public record pending further order of this Court.

ENTERED AT / INSCRIT A TORONTO ON / BOOK NO:

LE / DANS LE REGISTRE NO:

JUL 2 0 2018

The Honourable Mr. Justice Charles Hackland

Hacklod

2

## 730 HOLDINGS INC. et al. Respondents

Court File No. CV-17-584016-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**Proceeding Commenced at Toronto** 

#### **ORDER**

**SOLOWAY WRIGHT LLP** 

Lawyers 700-427 Laurier Avenue West Ottawa ON K1R 7Y2

André A. Ducasse - LSUC No.: 044739R (613) 236-0111 telephone (613) 238-8507 facsimile

Lawyers for the Court-Appointed Receiver, Raymond Chabot Inc.

## **TAB E**

## ONTARIO SUPERIOR COURT OF JUSTICE

| THE HONO PRABLE MR.     | )      | THURSDAY, THE 19 <sup>TH</sup> DAY |
|-------------------------|--------|------------------------------------|
| S JUST CHARLES HACKLAND | )<br>) | OF JULY, 2018.                     |
| COUR SUPERIEURE         |        |                                    |

BUSINESS DEVELOPMENT BANK OF CANADA

**Applicant** 

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### APPROVAL AND VESTING ORDER

THIS MOTION, made by Raymond Chabot Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertakings, properties and assets of the Respondents (the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2042066 Ontario Inc. (the "Purchaser") dated May 28, 2018 and appended as a Confidential (redacted) Appendix to the Report of the Receiver dated July 9, 2018 (the "Report"), and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

٠,

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Andre Ducasse and Jannika Baird, sworn on July 10, 2018 filed:

- 1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
- THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to 2. the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated November 21, 2017 or the Order of the Honourable Justice McEwen dated December 11, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

- 3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Grenville (No. 15) of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act: the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.
- 4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
- 5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
- 6. THIS COURT ORDERS that, notwithstanding:
  - (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

THE HONOURABLE MR. JUSTICE CHARLES HACKLAND

Haddad J.

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

JUL 2 0 2018

PER / PAR:

#### Schedule A - Form of Receiver's Certificate

Court File No. CV-17-584016-00CL

### ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

#### BUSINESS DEVELOPMENT BANK OF CANADA

**Applicant** 

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### **RECEIVER'S CERTIFICATE**

#### **RECITALS**

- A. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated November 21, 2017, as amended by the Order of the Honourable Justice McEwen dated December 11, 2017, Raymond Chabot Inc. was appointed as the receiver (the "Receiver") of the undertaking, properties and assets of the Respondents (the "Debtors").
- B. Pursuant to an Order of the Court dated July 19, 2018, the Court approved the agreement of purchase and sale made as of May 28, 2018 (the "Sale Agreement") between the Receiver and 2042066 Ontario Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have

been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

#### THE RECEIVER CERTIFIES the following:

- 1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in the Sale Agreement have been satisfied or walved by the Receiver and the Purchaser; and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

RAYMOND CHABOT INC., in its capacity as Receiver of the undertakings, properties and assets of THE RESPONDENTS, and not in its personal capacity

| Per: |        | <br> |  |
|------|--------|------|--|
|      | Name:  |      |  |
|      | Title: |      |  |

#### Schedule B - Purchased Assets

The Purchased Assets/Real Property include the following parcel of land:

 PT LT 6 CON 2 EDWARDSBURGH AS IN PR89727, PT 1 15R8540 & PT 1, 15R9285 EXCEPT PT 1, 15R7354 & PT 2 & 3, 15R10628; S/T PR195859; S/T INTEREST IN PR37581; EDWARDSBURGH/CARDINAL. (PIN: 68150-0142 (LT) LRO #15)

### Schedule C - Claims to be deleted and expunged from title to Real Property

The following Claims are to be deleted and expunged from title to the Real Property:

| Instrument Number | Date of Registration | Description   |
|-------------------|----------------------|---|
| GC33572           | November 25, 2014    | Charge in the amount of \$4,020,000 from 730 Holdings Inc. to Business Development Bank of Canada |
| GC35887           | May 28, 2015         | Charge in the amount of \$305,000 from 730 Holdings Inc. to Business Development Bank of Canada   |
| GC33573           | November 25, 2014    | Notice of Assignment of Rents from 730 Holdings Inc. to Business Development Bank of Canada       |
| GC34659           | February 19, 2015    | Notice of Lease from 730 Holdings Inc. to Bell Mobility Inc.                                      |
| GC49753           | November 23, 2017    | Construction lien registered by Claybar Contracting Inc.  |
| GC50280           | January 3, 2018      | Certificate registered by Claybar Contracting Inc.  |

The following registration is to be discharged from the Personal Property Act registry:

| PPSA File and Registration<br>Number                       | Date of Registration | Description   |
|--|----------------------|---|
| File #: 701804169  Registration #: 20141125 1024 1862 5745 | November 26, 2014    | "General assignment of rents as it relates to 2085 Shanly Road, Cardinal, Ontario." |

# Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

Any Instrument registered against title to the Real Property not listed in Schedule "C" hereto as of the date hereof is a permitted encumbrance.

730 HOLDINGS INC. et al.

Respondents

Court File No. CV-17-584016-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**Proceeding Commenced at Toronto** 

#### APPROVAL AND VESTING ORDER

**SOLOWAY WRIGHT LLP** 

Lawyers 700-427 Laurier Avenue West Ottawa ON K1R 7Y2

André A. Ducasse - LSUC No.: 044739R (613) 236-0111 telephone (613) 238-8507 facsimile

Lawyers for the Court-Appointed Receiver, Raymond Chabot Inc.

### TAB F

## ONTARIO SUPERIOR COURT OF JUSTICE

| THE HONOURABLE MR.       | ) | WEDNESDAY, THE 8 <sup>™</sup> DAY |
|--------------------------|---|-----------------------------------|
|                          | ) |                                   |
| JUSTICE CHARLES HACKLAND | ) | OF AUGUST, 2018.                  |

BETWEEN:

**BUSINESS DEVELOPMENT BANK OF CANADA** 

Applicant

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### AMENDED APPROVAL AND VESTING ORDER

THIS MOTION, made by Raymond Chabot Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertakings, properties and assets of the Respondents (the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 2042066 Ontario Inc. (the "Purchaser") dated May 28, 2018 and appended as a Confidential (redacted) Appendix to the Report of the Receiver dated July 9, 2018 (the "Report"), and subsequently assigned by 2042066 Ontario Inc. to 2643868 Ontario Inc. (the "Purchaser") by way of assignment agreement dated August 1, 2018, and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day and on July 19, 2018 at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavits of André Ducasse and Jannika Baird, sworn on July 10, 2018 filed:

- 1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
- THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to 2. the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated November 21, 2017 or the Order of the Honourable Justice McEwen dated December 11, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

- 3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Grenville (No. 15) of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act: the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.
- 4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
- 5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
- 6. THIS COURT ORDERS that, notwithstanding:
  - (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

THE HONOURABLE MR. JUSTICE CHARLES HACKLAND

#### Schedule A - Form of Receiver's Certificate

Court File No. CV-17-584016-00CL

### ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

#### **BUSINESS DEVELOPMENT BANK OF CANADA**

**Applicant** 

- and -

### 730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### RECEIVER'S CERTIFICATE

#### **RECITALS**

- A. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated November 21, 2017, as amended by the Order of the Honourable Justice McEwen dated December 11, 2017, Raymond Chabot Inc. was appointed as the receiver (the "Receiver") of the undertaking, properties and assets of the Respondents (the "Debtors").
- B. Pursuant to an Orders of the Court dated July 19, 2018 and August 8, 2018, the Court approved the agreement of purchase and sale made as of May 28, 2018 (the "Sale Agreement") between the Receiver and 2042066 Ontario Inc. (the "Purchaser"), which Sale Agreement was assigned by 2042066 Ontario Inc. to 2643868 Ontario Inc. (the "Purchaser") by way of assignment agreement dated August 1, 2018, and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for

the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

RAYMOND CHABOT INC., in its capacity as Receiver of the undertakings, properties and assets of THE RESPONDENTS, and not in its personal capacity

| Per: |        |  |  |
|------|--------|--|--|
|      | Name:  |  |  |
|      | Title: |  |  |

#### Schedule B - Purchased Assets

The Purchased Assets/Real Property include the following parcel of land:

1. PT LT 6 CON 2 EDWARDSBURGH AS IN PR89727, PT 1 15R8540 & PT 1, 15R9285 EXCEPT PT 1, 15R7354 & PT 2 & 3, 15R10628; S/T PR195859; S/T INTEREST IN PR37581; EDWARDSBURGH/CARDINAL. (PIN: 68150-0142 (LT) LRO #15)

#### Schedule C - Claims to be deleted and expunged from title to Real Property

The following Claims are to be deleted and expunged from title to the Real Property:

| Instrument Number | Date of Registration | Description   |
|-------------------|----------------------|---|
| GC33572           | November 25, 2014    | Charge in the amount of \$4,020,000 from 730 Holdings Inc. to Business Development Bank of Canada |
| GC35887           | May 28, 2015         | Charge in the amount of \$305,000 from 730 Holdings Inc. to Business Development Bank of Canada   |
| GC33573           | November 25, 2014    | Notice of Assignment of Rents from 730 Holdings Inc. to Business Development Bank of Canada       |
| GC34659           | February 19, 2015    | Notice of Lease from 730 Holdings Inc. to Beli Mobility Inc.                                      |
| GC49753           | November 23, 2017    | Construction lien registered by Claybar Contracting Inc.  |
| GC50280           | January 3, 2018      | Certificate registered by Claybar Contracting Inc.  |

The following registration is to be discharged from the Personal Property Act registry:

| PPSA File and Registration<br>Number                       | Date of Registration | Description  |
|--|----------------------|--|
| File #: 701804169  Registration #: 20141125 1024 1862 5745 | November 26, 2014    | "General assignment of rents as it relates to 2085 Shanly Road, Cardinal, Ontario" |

## Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

Any Instrument registered against title to the Real Property not listed in Schedule "C" hereto as of the date hereof is a permitted encumbrance.

Court File No. CV-17-584016-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**Proceeding Commenced at Toronto** 

#### **AMENDED** APPROVAL AND VESTING ORDER

#### **SOLOWAY WRIGHT LLP**

Lawyers 700-427 Laurier Avenue West Ottawa ON K1R 7Y2

André A. Ducasse - LSUC No.: 044739R (613) 236-0111 telephone (613) 238-8507 facsimile

Lawyers for the Court-Appointed Receiver, Raymond Chabot Inc.

## **TAB G**

### ONTARIO SUPERIOR COURT OF JUSITCE

BETWEEN:

#### BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. AND 2362655 ONTARIO INC.

Respondents

SECOND REPORT OF THE RECEIVER

**DATED NOVEMBER 29, 2018** 

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| PURPOSE OF REPORT   | 4 |
| TERMS OF REFERENCE  |   |
| ADVANCE FROM THE BDC  |   |
| VETTING OF THE BDC SECURITY   |   |
| PRIORITY CLAIM OF THE TOWNSHIP                                      |   |
| STATEMENT OF RECEIPTS AND DISBURSEMENTS                             |   |
| PROFESSIONAL FEES   |   |
| RECEIVER'S RECOMMENDATIONS  |   |
| 11bym: 7 bi: 0 11b0011111bi:1071110110 1111111111111111111111111111 |   |

#### **EXHIBITS**

- A Appointment Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice dated November 21, 2017
- B Appointment Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice dated December 11, 2017
- C First Report of the Receiver dated July 8, 2018 (without exhibits)
- D Order from the Court dated July 19, 2018
- E Approval and Vesting Order dated July 19, 2018
- F Amended Approval and Vesting Order dated August 8, 2018
- G Soloway Wright LLP opinion letter dated November 13, 2018 on validity of Business Development Bank of Canada security
- H Soloway Wright LLP opinion letter dated November 28, 2018 on priority of claim of the Township of Edwardsburgh/Cardinal for municipal tax arrears
- 1 Receiver's Statement of Receipts and Disbursements as at November 21, 2018
- J Affidavit of Stanley Loiselle of Raymond Chabot Inc. sworn November 21, 2018
- K Affidavit of Roxanne Chapman of Soloway Wright LLP sworn November 29, 2018

#### INTRODUCTION

- 1. By Orders of the Ontario Superior Court of Justice (the "Court") dated November 21, 2017 and December 11, 2017(the "Appointment Orders"), Raymond Chabot Inc. ("RCI") was appointed as the receiver (the "Receiver") of (collectively the "Property"): (i) all of the assets, undertakings and properties of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc. (collectively the "Companies") acquired for, or used in relation to a business carried on by the Companies; and (ii) the real property municipally known as 2085 County Road 22 / Shanly Road, Cardinal, Ontario and legally described in PIN No. 68150-0142 (LT) the ("Real Property"), the registered owner of which Real Property was 730 Holdings Inc. The Appointment Orders are attached hereto as Exhibits A and B.
- 2. RCI filed its first report with the Court on July 9, 2018 (the "First Report") a copy of which is attached hereto as Exhibit C (without exhibits). The purpose of the First Report was to, among other thigs, obtain the Court's approval of the sale of the Real Property and the Property owned or used by the Companies in their business operations.
- 3. By an Order of the Court dated July 19, 2018, (the "Sale Order"), a copy of which is attached hereto as Exhibit D, the said sale of the Property by the Receiver was approved.
- 4. By an Approval and Vesting Order dated July 19, 2018 and a subsequent Amended Approval and Vesting Order dated August 8, 2018, (the "Vesting Orders"), the said sale of the Real Property by the Receiver was approved. Copies of the Vesting Orders are attached hereto as Exhibits E and F, respectively.
- RCI completed the sale of the Real Property pursuant to the terms of the Sale Order on August 20, 2018.
- 6. The Appointment Orders and subsequent Orders, together with the Notices to Creditors, the First Report and this Second Report have been posted on the Receiver's website at <a href="https://www.raymondchabot.com/public-records/">https://www.raymondchabot.com/public-records/</a>.

#### PURPOSE OF REPORT

- 7. The purpose of the Receiver's second report to the Court (the "Second Report") is to:
  - a. reimburse the \$50,000.00 advance paid to the Receiver by Business Development Bank of Canada ("BDC");
  - b. authorize an interim distribution to the BDC and the Township of Edwardsburgh/Cardinal (the "Township");
  - approve the activities and conduct of the Receiver and its counsel as described in this Second Report;
  - approve the Receiver's Interim Statement of Receipts and Disbursements for the period of November 21, 2017 to November 21, 2018; and
  - e. approve the professional fees of the Receiver and its legal counsel as set out herein and authorizing the Receiver to pay all such fees and disbursements from available funds.

#### **TERMS OF REFERENCE**

- 8. In preparing this Second Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Companies' books and records, discussions with former management of the Companies, and information from third-party sources (collectively, the "Information"). Except as described in this Second Report:
  - a. the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
  - b. the Receiver has prepared this Second Report in its capacity as a Court-appointed officer to support the relief being sought. Parties using the Second Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
- Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

10. Unless otherwise provided, all other capitalized terms not otherwise defined in this Second Report are as defined in the Appointment Orders and/or the First Report.

#### ADVANCE FROM THE BDC

11. BDC advanced the sum of \$50,000.00 on or around March 12, 2018 to the Receiver. The purpose of this advance was to provide funds to administer the sale of the assets and conservatory measures.

#### VETTING OF THE BDC SECURITY

- 12. Legal counsel for the Receiver has prepared and provided the Receiver with a legal opinion regarding the validity and enforceability of the security interest of BDC, a copy of which is attached hereto as Exhibit G.
- 13. Based on this legal opinion, it appears that BDC's security is valid and enforceable as against the Property and the Real Property.
- 14. By payout letter dated August 21, 2018, counsel for BDC confirmed that BDC was owed in excess of \$2.59 million. Thus, the Receiver will be seeking the authorization of the Court to make an interim distribution of \$993,227.51 to BDC.

#### PRIORITY CLAIM OF THE TOWNSHIP

- 15. The Township has a priority claim against the Real Property as it relates to unpaid property taxes in the amount of \$143,824.80 and potentially with respect environmental cleanup costs of approximately \$280,000.00. Attached hereto as Exhibit H is a legal opinion from counsel for the Receiver confirming that the Township as a priority claim with respect to municipal tax arrears pursuant to subsection 349(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended.
- 16. The Receiver has initiated a claim with the Companies' insurers to cover a part of or all the costs of the environmental cleanup. The claim remains outstanding as of the date of this Second Report and will be addressed in future reports to the Court.
- 17. The Receiver will be seeking the authorization of the Court to make an interim distribution of \$143,824.80 to the Township for the portion of its claim that relates to property taxes arrears.

#### STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 18. Attached as Exhibit I is the Statement of Receipts and Disbursements for the receivership of the Companies for the period from November 21, 2017 to November 21, 2018 (the "Receivership Period"). As at November 21, 2018, the closing cash balance was \$1,612,052.31.
- 19. Total receipts of \$1,839,886.48 for the Receivership Period are primarily comprised of:
  - a. \$25,350 from the sale of assets;
  - b. \$1,620,934.32 from the sale of the Real Property
  - c. \$122,302.98 from rent; and
  - d. \$50,000.00 as an advance from BDC.
- 20. Total cash disbursements for the Receivership Period of \$227,834.17 were primarily comprised of:
  - a. \$14,004.72 of insurance premiums;
  - b. \$20,000.00 transferred to cover bankruptcy costs of the Companies;
  - c. \$30,927.10 of utilities;
  - d. \$34,984.56 of services rendered related to security, monitoring, and property maintenance;
  - e. \$67,696.25 in Receiver fees; and
  - f. \$35,702.14 in legal fees.
- 21. The Receiver is keeping a balance of approximately \$425,000 to cover future professional fees as well as cleanup costs in the event the Companies' insurers deny the claim and it is later determined that the Township's priority claim attaches to the said cleanup costs.

#### PROFESSIONAL FEES

- 22. The Receiver, and its legal counsel, Soloway Wright LLP ("SW"), have maintained detailed records of their professional time and costs since the issuance of the Appointment Orders. Pursuant to paragraph 20 of the Appointment Order dated November 21, 2017, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.
- 23. The total fees of the Receiver for the period from April 29, 2018 to November 10, 2018 amount to \$28,077.50 plus harmonized sales tax ("HST") of \$3,650.08 totalling \$31,727.58. The time spent

by the Receiver is more particularly described in the Affidavit of Stanley Loiselle, sworn November 21, 2018 (the "Loiselle Affidavit") in support hereof and attached hereto as Exhibit J.

24. The total legal fees incurred by the Receiver during the period from June 11, 2018 to November 13, 2018 for services provided by SW amount to \$24,327.00 together with disbursements in the sum of \$2,179.46 and HST in the amount of \$3,412.69 totalling \$29,919.15. The time spent by SW personnel is more particularly described in the Affidavit of Roxanne Chapman, sworn November 29, 2018 (the "Chapman Affidavit") in support hereof and attached hereto as Exhibit K.

25. The Receiver is of the view that the fees and disbursements set out in the fee affidavits are reasonable in the circumstances.

#### RECEIVER'S RECOMMENDATIONS

26. For the reasons set out above, the Receiver recommends that the Court make an Order:

a. authorizing and directing the Receiver to reimburse the advance from BDC in the amount of \$50,000.00;

b. authorizing and directing the Receiver to pay a distribution in the amount of \$993,227.51 to BDC on account of its first-ranking charge over the Property and Real Property;

c. authorizing and directing the Receiver to pay a distribution in the amount of \$143,824.80 to the Township on account of its priority claim for outstanding property taxes;

 approving the activities and conduct of the Receiver and its counsel as described in this Second Report;

e. approving the Receiver's Interim Statement of Receipts and Disbursements for the period of November 21, 2017 to November 21, 2018, and approving the professional fees of the Receiver and its legal counsel set out herein, and authorizing the Receiver to pay all such fees and disbursements from available funds;

All of which is respectfully submitted at Ottawa, Ontario this 29th day of November 2018.

#### RAYMOND CHABOT INC.

Receiver of the assets, undertakings and property of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc., and not in its personal capacity.

Per:

Stanley Loiselle, CIRP, LIT

## TAB H

Court File No.: CV-17-584016-00CL

### ONTARIO SUPERIOR COURT OF JUSTICE

| THE HONOURABLE               | ) FRIDAY, the 7 <sup>TH</sup> DAY |
|------------------------------|-----------------------------------|
|                              | )                                 |
| MR. JUSTICE CHARLES HACKLAND | ) OF DECEMBER, 2018               |

**BETWEEN:** 

**BUSINESS DEVELOPMENT BANK OF CANADA** 

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

#### **ORDER**

THIS MOTION, made by Raymond Chabot Inc. as Court-Appointed Receiver (the "Receiver") of the Respondents for, amongst other relief, an Order approving the activities and conduct of the Receiver, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Motion Record filed on behalf of the Receiver, including the second report of the Receiver dated November 29, 2018 (the "Second Report"), and upon hearing the submissions of counsel for the Receiver, no one appearing for any of the other interested parties although duly served as appears from the Affidavits of Service of André Ducasse and Roxanne Chapman, both sworn on December 3, 2018, filed,

#### **SERVICE**

1. THIS COURT ORDERS AND DECLARES that the method of service of the Notice of Motion and the Receiver's Second Report is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

#### **RECEIVER'S SECOND REPORT**

- 2. THIS COURT ORDERS AND DECLARES that the Receiver's Second Report is hereby approved and that the activities and conduct of the Receiver and that of its counsel as set forth in its Second Report are hereby ratified and approved.
- 3. THIS COURT ORDERS AND DECLARES that the Receiver's Interim Statement of Receipts and Disbursements, as set forth in the Second Report, is hereby ratified and approved.

#### SECURED/PRIORITY CLAIMS AND DISTRIBUTIONS

- 4. THIS COURT ORDERS AND DIRECTS the Receiver to pay a distribution in the amount of \$993,227.51 to Business Development Bank of Canada ("BDC") on account of BDC's first-ranking security in respect of the Property and Real Property (as these terms are defined in the Second Report).
- 5. THIS COURT ORDERS AND DIRECTS the Receiver to pay a distribution in the amount of \$143,824.80 to the Township of Edwardsburgh/Cardinal (the "Township") on account of the Township's statutory priority claim pursuant to section 349 of the *Municipal Act*, 2001, S.O. 2001, C. 25 in respect of tax arrears relating to the Real Property.
- 6. THIS COURT ORDERS AND DIRECTS the Receiver to reimburse to BDC the amount of \$50,000.00, which was advanced by BDC to the Receiver to initially fund the receivership.

#### **PROFESSIONAL FEES AND DISBURSEMENTS**

THIS COURT ORDERS AND DECLARES that the fees and disbursements of the Receiver 7. and of its legal counsel, all as particularized in the Second Report, are hereby ratified and approved.

THE HONOURABLE MR. JUSTICE CHARLES HACKLAND

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IN BOC. ... 73-13 AU REGISTRE NO. 73-13

## 730 HOLDINGS INC. et al. Respondents

Court File No. CV-17-584016-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**Proceeding Commenced at Toronto** 

#### **ORDER**

**SOLOWAY WRIGHT LLP** 

Lawyers 700-427 Laurier Avenue West Ottawa ON K1R 7Y2

André A. Ducasse - LSUC No.: 044739R (613) 236-0111 telephone (613) 238-8507 facsimile

Lawyers for the Court-Appointed Receiver, Raymond Chabot Inc.

## TAB I



**Soloway Wright LLP** 

700 - 427 Laurier Avenue West Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880

F: 613.238.8507

www.solowaywright.com

Our File No.: 50434-1003

#### André A. Ducasse

Partner

Direct line: 613.782.3225

Email address: aducasse@solowaywright.com

BY EMAIL

March 22, 2019

Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

Dear Mr. Loiselle:

Re: In the Matter of the Receivership of 730 Holdings Inc. (the "Debtor") et al.

We have reviewed the March 18, 2019 correspondence from counsel for the Township of Edwardsburgh/Cardinal (the "Township") regarding the Township's statutory priority claim in respect of certain environmental clean-up costs incurred by the Township following the fire at the premises formerly owned by Debtor. For your convenience, a copy counsel's correspondence and enclosures thereto (the "Township Position Letter") are attached to this correspondence.

We have had a chance to review the Township Position Letter, including the statutory provisions and schemes, and cases referred to therein, and agree with the legal position set out in the said letter. We are therefore of the opinion that the Township's priority claim for environmental clean-up costs is valid and is to be paid in priority to all other claims, including BDC's claim under its mortgage security.

I trust the foregoing is satisfactory and please do not hesitate to contact me directly should you wish to further discuss this matter.

Yours very truly

André Al-Ducasse

Encl.

Karen Perron T 613.369.4795 kperron@blg.com Borden Ladner Genrals LLP World Exchange Plaza 100 Queen St, Suite 1300 Ottavra, ON, Canada K1P 1J9 T 613.237.5160 F 613.230.8842 F 613.787.3558 (IP) bla.com



File No. 310978/10

March 18, 2019

#### Delivered by Email

André Ducasse Soloway Wright LLP 700-427 Laurier Avenue West Ottawa, ON KIR 7Y2

Re:

In the matter of the Receivership of 730 Holdings Inc. ("730") et al Priority of the Township's Clean-Up Costs

Dear Mr. Ducasse,

This letter is further to our letter dated July 12, 2018 and our subsequent communications in this matter. We understand that the Receiver requires additional information in support of the Township of Edwardsburg/Cardinal's ("Township") priority claim for environment clean-up costs following the fire at 730's property in April 2017.

#### **Environmental Protection Act**

Pursuant to section 100 of the *Environmental Protection Act* ("EPA"), when a pollutant is spilled, a municipality "may do everything practicable to prevent, eliminate and ameliorate any adverse effects and to restore the natural environment". In addition, section 100(4) of the EPA confirms that a municipality "has the right to compensation from the owner of the pollutant and the person having control of the pollutant for all reasonable cost and expense" incurred as a result of the above.

Pursuant to section 100.1, a municipality may issue an order requiring the owner of the pollutant or the person having control of the pollutant to pay to the municipality "any reasonable costs or expenses incurred by the municipality [...] to prevent, eliminate or ameliorate any adverse effects or to restore the natural environment". Furthermore, section 100(5) of the EPA provides that any such order issued against a person who owns real property in the municipality (and the pollutant was spilled on that property), the municipality "shall have a lien on the property for the amount specified in the order and that amount shall have priority lien status, as described in section 1 of the Municipal Act, 2001".

We also refer you to the Cosford v. London (City) authority (2010 CarswellOnt 1790) wherein the Court confirmed that pursuant to the provisions of the EPA, a municipality may enforce payment of an order issued under section 100.1 by its special lien against real property or by filing the order with the Superior Court of Justice. The court in Cosford confirms that the EPA provides a municipality with a summary remedy to obtain the payment of costs. Although the Court in Cosford ultimately approved a settlement between the parties, the above-noted comments by the Court are



compelling because the facts in *Cosford* are seemingly identical to the facts in the present case. That is, the clean-up costs in *Cosford* arose as a result of the city's removal of contaminated water from the property following a fire onsite. As in our case, the water used to extinguish the fire had become contaminated with pollutants from materials that were onsite.

Finally, if the aforementioned order is issued to a receiver, section 100.1(2) of the EPA confirms that the receiver is not personally liable for the costs unless the spill arose from the gross negligence or wilful misconduct of the receiver.

The Township has not yet issued an order pursuant to the aforementioned provisions of the EPA. It is not uncommon for such orders to be issued after the date of the incident<sup>1</sup>. As you are aware, the fire at 730's property occurred on April 8, 2017. However, the Township did not become aware that pollutants had been spilled on the property until the laboratory results were received on April 13, 2017. Therefore, there are no limitation period issues with the issuance of an order at this time. In order to comply with the formalities of the EPA, please find enclosed an Order, directed to the Receiver's attention, in respect of the payment of the clean-up costs, as issued by the Township pursuant to the EPA.

#### Municipal Act, 2001

Pursuant to section 1(2.1) of the Municipal Act, 2001 (the "MA"): "If, under this or any other Act, an amount is given priority lien status, the amount may be added to the tax roll against the property in respect of which the amount was imposed". In addition, section 1(3) of the MA confirms that if an amount is added to the tax roll in respect of a property under subsection 2.1, the amount, including interest, "is a special lien on the property in the same manner as are taxes under subsection 349(3)".

Subsection 349(3) confirms that taxes are a special lien on the land in priority to "every claim, privilege, lien or encumbrance of every person except the Crown, and the lien and its priority are not lost or impaired by any neglect, omission or error of the municipality or its agents or through taking no action to register a tax arrears certificate". Furthermore, subsection 349(4) provides that in any action to recover taxes, the production of the relevant part of the tax roll certified by the treasurer is, in the absence of evidence to the contrary, proof of the debt. Please find attached such a certification by the Township's treasurer in respect of the clean-up costs.

It is our position that pursuant to the aforementioned provisions of the EPA and the MA, the clean-up costs incurred by the Township clearly have priority status. The Township reserves its rights to provide additional support for its position that the clean-up costs have priority status if further information is required.

<sup>&</sup>lt;sup>1</sup> See for example Belahov v City of Toronto, 2014 CarswellOnt 14277, where the order was issued on August 9, 2010 and the spill had occurred on August 10, 2008. See also The Corporation of the City of Kawartha Lakes v Gendron, 2018 ONSC 3498 where the order was issued in June 2010 and the spill was in December 2008.



Please do not hesitate to contact us if you have any questions or wish to discuss further.

Yours very truly

Karen Perron

Encls.

OTT01: 9565542: v2

#### Township Of Edwardsburgh/Cardinal

Box 129, 18 Centre Street Spencerville, Ontarlo KOE 1XO Voice: (613)658-3055 Fax: (613)658-3445

TAX CERTIFICATE
Tax Certificate No.: 2019-0001

File Reference:

Roll Number:

0701 701 010 18401 0000

| TITLE NAMES   |                  | PROPERTY DESCRIPTION        |            |
|---|------------------|-----------------------------|------------|
| 730 Holdings Inc  | Civic Address:   | 2085 County Rd 22           |            |
|   | Legal Address:   | CON 2 PT LOT 6 RP 15R8540 F |            |
|   | 1                | 15R9285 PT PART 1 RP 15R10  |            |
|   |                  | 4 AND 5 37.72AC FR D        |            |
|   |                  |                             |            |
|   |                  |                             |            |
|   |                  |                             |            |
| COILD CASSES SINENTINE OR MATION  |                  | TAXINFORMATION              |            |
| Code Description Assessment   | 2017 Tax Levy    |                             | 69,557.61  |
| CTND COMM TAXABLE: FULL 1,059,268   | 2018 Tax Levy    |                             | 29,818.85  |
| CUND COMM TAXABLE: EXCESS LAND 88,731   |                  |                             |            |
| Total Taxable Assessment: 1,147,999   |                  |                             |            |
|   |                  |                             |            |
|   |                  |                             |            |
|   |                  |                             |            |
|   |                  | SSS COLUMN TAVES SEE        |            |
| OUTSTANDINGUTIUTY/CHARGES 0.00 Past Due Utilities 0.00                                    |                  | OUTSTANDINGITAXES           |            |
| Current Charges 0.00  |                  | As Of 3/12/2019             |            |
| Total Outstanding Utility Charges: 0.00   |                  | AS OF 3/12/2018             |            |
| Total Cutstatiding Childy Charges.  | 2018 Taxes       |                             | 0.00       |
| ONTHRICOSTIS  | 2017 Taxes       |                             | 0.00       |
|   | 2017 Taxes       |                             | 0.00       |
| Fire Cleanup costs incurred on April 2017 - \$230,652.87                                  | Prior Years      |                             | 0.00       |
| nterest Charged- May 2017- March 12, 2019- <u>\$61,821,94</u>                             | Prior reals      |                             |            |
| Total Other Costs - \$292,474.81  | İ                | Total Outstanding Taxes:    | 0.00       |
| Per Diem Interest of \$118.31 after March 12, 2019  |                  | Total Outstallulling Taxos. | 0.00       |
| I Melanie Stubbs, Treasurer of the Township Of  | S                | UMMARY OF AMOUNTS OWING     |            |
| Edwardsburgh/Cardinal, in the Province of Ontario, hereby                                 | Total Outstandin |                             | 0.00       |
| certify that there are no taxes charged in the tax roll of the                            |                  | g Utility Charges:          | 0.00       |
| municipality against the land described above, except as set                              | Total Other Cost |                             | 292,474.81 |
|   |                  |                             |            |
| out above. Pursuant to ss 349(4) of the Municipal Act, this                               |                  |                             |            |
| out above. Pursuant to as 349(4) of the municipal Act, this certificate is proof of debt. | ]                | Total Owing:                | 292,474.81 |

Dated at Township Of Edwardsburgh/Cardinal this 12th day of March, 2019.

ISSUED TO:

Melanie Stubbs Treasurer

E. & O. E.

Soloway Wright Lawyers 700-427 Laurier Ave. W Ottawa, ON K1R 7Y2

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURG/CARDINAL

#### ORDER

In accordance with subsection 100.1(1) of the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended (the "Environmental Protection Act"), the Corporation of the Township of Edwardsburg/Cardinal (the "Township") is serving:

Name:

(Receiver for) 730 Holdings Inc.

Address:

c/o André Ducasse Soloway Wright LLP

427 Laurier Avenue West, Suite 700

Ottawa, ON K1R 7Y2 Solicitor for the Receiver

With an Order to Pay: \$292,474.81 (as at March 12, 2019 plus per diem of \$118.31).

In relation to the spill of pollutants following a fire at 730 Holdings Inc.'s property municipally located at 2085 Shanly Road, Cardinal (the "Property") and the ensuing presence of contaminated water at the Property beginning on or about April 8, 2017 and continuing until the removal of said contaminated water ending on or about April 13, 2017 (the "Spill").

Please remit payment to:

The Corporation of the Township of Edwardsburg/Cardinal Box 129, 18 Centre Street Spencerville, Ontario KOE 1X0

As a result of the Spill and the inability to discharge the contaminated water into the Township's drainage system, the Township has incurred costs and expenses relating to the following activities:

- 1. Hiring a contractor, Dave Brown Construction ("DBC"), on April 9, 2017 to investigate, as necessary, and remove the contaminated water from the Property;
- 2. Loading the contaminated water onto tanker trucks;
- 3. Water sampling and laboratory analysis of water samples;
- 4. Analysis of laboratory results and investigation regarding disposal and/or treatment options of contaminated water;
- 5. Transporting contaminated water to Tomlinson treatment plant; and,

#### 6. Monitoring in respect of DBC's activities.

A summary of the above-referenced costs and expenses are attached to this Order as Schedule "A". Supporting invoices are attached as Schedule "B". Aforementioned laboratory results are attached as Schedule "C".

Per: David S Grant Acting CAO/Clerk

Date: March 18, 2019

Please note that, pursuant to subsection 100.1(7) of the *Environmental Protection Act*, you may appeal this Order to the Environmental Review Tribunal by serving a written Notice of Appeal on the Township within 15 days of receiving a copy of this Order.

The contact information for the Tribunal is:

Environmental Review Tribunal P.O. Box 2382 2300 Yonge Street, Suite 1700 Toronto, Ontario M4P 1E4

Phone:

(416) 314.4600

Fax:

(416) 314,4506

Website:

www.ert.gov.on.ca

OTT01: 9577381: v1

730 Truck Stop Fire Expenses

| Invoice # | Date      | Vendor                           | Subtotal  | HST      | Total /                                |         |
|-----------|-----------|----------------------------------|-----------|----------|--|---------|
| 6712      | 12-Apr-17 | DBC Environmental Services Ltd   | 11,846.50 | 1,540.05 | 13,386.55                              |         |
| 6713      | 12-Apr-17 | DBC Environmental Services Ltd   | 11,487.00 | 1,493.31 | 12,980.31                              |         |
| 6719      | 17-Apr-17 | DBC Environmental Services Ltd   | 2,320.00  | 301.60   | 2,621.60                               |         |
| 6718      | 17-Apr-17 | DBC Environmental Services Ltd   | 3,540.00  | 460.20   | 4,000.20                               |         |
| 5720      | 20-Apr-17 | DBC Environmental Services Ltd   | 3,706.00  | 481.78   | 4,187.78/                              |         |
| 6727      | 20-Apr-17 | DBC Environmental Services Ltd   | 1,282.71  | 166.75   | 1,449.46                               |         |
| 6738      | 24-Apr-17 | DBC Environmental Services Ltd   | 20,566.00 | 2,673.58 | 23,239.58                              |         |
| 6737      | 24-Apr-17 | DBC Environmental Services Ltd   | 25,111.10 | 3,264.44 | 28,375.54                              |         |
| 6738      | 24-Apr-17 | DBC Environmental Services Ltd   | 23,400.64 | 3,042.08 | 26,442.72                              |         |
| 6741      | 25-Apr-17 | 7 DBC Environmental Services Ltd | 30,846.30 | 4,010.02 | 34,856.32                              |         |
| 6748 .    | 27-Apr-17 | 7 DBC Environmental Services Ltd | 23,479.00 | 3,052.27 | 26,531.27                              |         |
| 6755      | 28-Apr-17 | 7 DBC Environmental Services Ltd | 22,606.20 | 2,938.81 | 25,545.01                              |         |
| 6764      | 1-May-17  | 7 DBC Environmental Services Ltd | 13,544.24 | 1,760.75 | 15,304.99                              |         |
| 1764      | 10-Apr-17 | 7 Brian Moore-Bernies Big Slice  | 45.66     | 5.94     | 51.60                                  |         |
| 1775      | 11-Apr-17 | 7 Brian Moore-Bernies Big Slice  | 51.50     | 6.70     | 58.20                                  |         |
| 23616     | 10-Apr-17 | 7 Burchell's Home Hardware       | 178.39    | 23.19    | 201.58                                 |         |
| 167433    | 14-Apr-17 | 7 Brian Moore- Tim Horton's      | 27.84     | 2.45     | 30.29                                  |         |
| 32651     | 14-Apr-17 | 7 Brian Moore-Bernies Big Slice  | 55.97     | 7.28     | 63.25                                  |         |
| 1815      | 13-Apr-17 | 7 Brian Moore-Bernies Big Slice  | 55.47     | 7.21     | 62.68                                  |         |
| 8328      | 14-Apr-17 | 7 Lloyd McMillan Equipment Ltd   | 942.50    | 122.52   | 1,065.02                               |         |
| 8309:     | 13-Apr-17 | 7 Lloyd McMillan Equipment Ltd   | 1,082.00  | 140.40   | 1,220.40 * McMillan's error on invoice | <u></u> |
| 8400      | 13-Apr-17 | 7 Lloyd McMillan Equipment Ltd   | 600.00    | 78.00    | 678.00                                 |         |
| 8399      | 11-Apr-17 | 7 Lloyd McMillan Equipment Ltd   | 1,020.00  | 132.60   | 1,152.60                               |         |
| 8376      | 10-Apr-17 | 7 Lloyd McMillan Equipment Ltd   | 1,020.00  | 132.60   | 1,152.60                               |         |
| 8375      | 9-Apr-17  | 7 Lloyd McMillan Equipment Ltd   | 2,032.50  | 264.22   | 2,296.72                               |         |
| PP 9      | 27-Apr-1  | 7 TWPEC                          |           |          | 3,698.60                               |         |
|           |           |                                  |           |          | 230,652.87                             |         |

Report Date 5/19/2017 1:57 PM

## Township of Edwardsburgh/Cardinal G.L. Account Transactions For the Period 1/01/2017 to 5/31/2017

Páge

| Account #   | / Description   |  | Acco | unt Class            |            | Balance Forward        |
|-------------|-----------------|--|------|----------------------|------------|------------------------|
| -Date       | Source          | Transaction Description                  |      | Pd Batch             | Tr Amount  | · Balance              |
| •           |                 |  |      | •                    |            |                        |
| 01-1245 - 1 | Fire Rescue Cia |  | Asse |                      |            | .000.0                 |
| 4/09/2017   | Ch 36417        | Lloyd McMillan E-730-float truck, hi hoe | ΑP   | 4 00330              | 2,296.72   | 2,296.72               |
| 4/10/2017   | Ch 36359        | Brian Moore-fd-inspectors lunch          | AP   | 4 00287              | 51.60      | 2,348.32               |
| 4/10/2017   | Ch 36305        | Burchell's Home Hardwar-rakes, sand bags | AP   | 4 00287              | 201.58     | 2,549.90               |
| 4/10/2017   | Ch 36417        | Lloyd McMillan Equipm-730- hi hoe rental | ΑP   | 4 00330              | 1,152.60   | 3,702.50.              |
| 4/11/2017   |                 | Brian Moore-fd-inspectors lunch          | AP   | 4 00287              | 58.20      | 3,760.70               |
| 4/11/2017   | Ch 36417        | Lloyd McMillan Equipm-730- hi hoe rental | ΑP   | 4 00330              | 1,152.60   | 4,913.30               |
| 4/12/2017   | Ch 36319        | DBC Environmen-remove waste water basemt | ΑP   | 4 00287              | 13,386.55  | 18,299.85              |
| 4/12/2017   |                 | DBC Environmen-remove water frm basement |      | 4 00287              | 12,980.31  | - 31,280,16 <i>s</i> : |
| 4/12/2017   |                 | Lloyd McMillan Equipme-730-hl hoe rental | AP   | 4 00330              | 678.00     | 31,958.16              |
| .4/13/2017  |                 | Lloyd McMillan Equipme-730-hl hoe rental | AP   | 4 00330              | 1,220.40   | 33,178,56 ."           |
| 4/14/2017   |                 | Brian Moore-730 fire investigation       | AP   | 4 00287              | 156,22     | 33,33,4.78             |
| 4/14/2017   |                 | Lloyd McMillan Equipm-730- hi hoe rental | ΑP   | 4 00330              | 1,065.02   | 34,399.80              |
| 4/17/2017   |                 | DBC Environmenta-730-vacuum waster water | AP   | 4 00309              | 4,000.20   | 38,400.00              |
| 4/17/2017   |                 | DBC Environmental-730-vacuum waste water | AP   | 4 00309              | 2,621.60   | 41,021.60              |
| 4/17/2017   |                 | DBC Environmental-730-vaccum waste water | AP   | 4 00309 <sup>-</sup> | 4,187.78   | 45,209.38.             |
| 4/20/2017   |                 | DBC Environmental S-730-cert of analysis | AP   | 4 00330              | 1,449.46   | 46,658.84              |
| 4/24/2017   |                 | DBC Environment-730-disposal waste water | AP   | 4 00330              | 28,375.54  | 75,034,38,4            |
| 4/24/2017   |                 | DBC Environment-730-disposal waste water | AP   | 4 00330              | 26,442.72  | 101,477,10             |
| 4/24/2017   |                 | DBC Environmental Ser-730-tanker rentals | AP   | 4 00330              | 23,239.58  | 124,716,68             |
| 4/25/2017   | Ch 36415        | DBC Environment-730-disposal waste water | AP   | 4 00330              | 34,856.32  | 159,573,00             |
| · 4/27/2017 |                 | Special Earning 17                       |      | 4 00311              | 3,698.60   | 163,271.60; 1          |
| 4/27/2017   |                 | DBC Environmen-730 disposal waster water | AP   | 4 00334              | 26,531.27  | 189,802.87             |
| 4/28/2017   |                 | DBC Environmen-730 disposal waster water | AP   | 4 00334              | 25,545.01  | 215,347,88             |
| 5/01/2017   |                 | DBC Environment-730-waste water disposal | AP   | 5 00375              | 15,304.99  | 230,652.87             |
| 010 HEQ.11  | On Service      |  |      | Net Total:           | 230,652.87 |                        |

Net Change: . 230,652.87 Annual Budget: 0.00 YTD Committed: 0.00

**Total Committed:** 

Accounts Printed:

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#### DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT, ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

Sold To:

INVOICE NO:006712.

TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129

18 CENTER ST.

SPENCERVILLE ON K0E 1X0

ATTN: DAVE GRANT

Date: 12-Apr-17

HST No. 13644-2803RT

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers

\* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing . \* Underground Fuel Tank Removal

730 TRUCK STOP Job Location: Customer Order No: EC-FIRE-17-04-08-2 **UNIT PRICE AMOUNT UNIT / ITEM DESCRIPTION** DATE QUANTITY CALL IN BY BRIAN-MOORE 613-658-3001 TO VACUUM WASTE WATER FROM BASEMENT AND STORE INTO TANKERS ON SITE 3,234.00 198,00 **HOURS - VAC TRUCK 480** 16.50 2,854.50 APR.10/17 173.00 HOURS - HWY TRACTOR 584 W/TANKER 16.50 997,50 105.00 HOURS - HWY TRACTOR 881 W/TANKER 9.50 883.50 93.00 **HOURS - EQUIPMENT TRUCK 799** 1,220.00 9.50 122.00 HOURS - SUPERVISOR W/TRUCK 590.00 10.00 59.00 HOURS - CERTIFIED PERSONNEL 10.00 585.00 30.00 HOURS OT - OPERATOR (3) 19.50 575.25 88.50 HOURS OT - LABOURER 6,50 908.75 139.50 HOURS OT - SUPERVISOR W/TRUCK 6,50 INVOICE TO FOLLOW FOR STORAGE TANK RENTAL WORK ORDER #10382 DeptiUnit Q/L Acct # Buddeted Approved By TOWNSHIP OF 11,846,50 Treasury SUB TOTAL 1.540.05 H.S.T. \$13,386.55 THANK YOU. We appreciate your business! TOTAL



#### **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CHETOMED TIST   | OF EDINAMESE LAND | CUSTOMER P.O. #: | 5C-FIRC-17-64-08-2 |
|-----------------|-------------------|------------------|--------------------|
| ODSTONIEN: 4.1. | CARDONALAL        | JOB LOCATION:    | 730 TRUCH STOP     |
|                 |                   | CUSTOMER PHONE # |                    |

|             |                | · · · · · · · · · · · · · · · · · · ·   |          |          |
|-------------|----------------|---|----------|----------|
| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                      | UNIT PRI | ÇE       |
|             | ,              | CALL TO BY BRIAN MODRE 613-658-5        | 00/_     |          |
|             |                | TO VACIOUS WASTE WATER FROM B           | 2        | 57-      |
| . , -       |                | FROM STORE TOTO TANKERS DO SITE         |          | <u> </u> |
| Ano 10/17   | 165 Hes        | 480 VAC TRUCK 196                       | 3234     | 60       |
| Toping to   | 16.5 HRS       | \$88 HOY TRACTOR LY VACUUM TRAKER 173   | 2854     | 50       |
| JAn_        | 9.5 HAS        | 881 HWY TRACTOR (TO HAW TANTES) 105     | 997      | 50       |
| JP4 -       | 9.5 HAS        | 799 EQUIPHENT TRUCK (SKIDS 9 STANDS) 23 | 883      | 50       |
|             | 10 HRS         | SUPERVASOR W/TRUCK 122                  | 1220     | 00       |
| •           | 10 HAS         | LABOURER 59                             | 590      | වල       |
| INVOICE!    | o Foregul -    | RELITAL ON TANKERS                      |          |          |
|             |                | 485-800016.SS.                          |          |          |
| •           |                | 466-60001.6.5.3.                        |          |          |
|             |                | 863 - Hood b.C.S.                       |          |          |
|             |                | 864 - 8000 LC SS.                       |          |          |
|             |                | 528 - 8000 16.55                        |          |          |
|             |                | 865 - HOODIASS.                         | 1        | 0.0      |
| <u> </u>    | 6.5 Has        | D.T. OPERATORS X 3 30                   | 585      | 00       |
|             | 6.5 HRS        | 0 T 10000000 58.30                      | 575      | 3/5      |
|             | 6.5 HRS        | O.T. SUPERVISOR 139.50                  | 906      | 75       |
|             |                |   |          |          |
|             |                |   | 11846    | 50       |
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EQUIPMENT RENTAL • SEWER & WATER INSTALLATION • EXCAVATING • SNOW REMOVAL • ENVIRONMENTAL SERVICES • WASTE REMOVAL THANK YOU WHITE - CUSTOMER COPY YELLOW - OFFICE COPY PINK - BILLING COPY



# DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1P0 PHONE(613)534-3861 FAX(613)534-8438

| TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. CRENCERVILLE ON KOE 1X0  |                                    | VOICE NO. <sup>006713</sup> .<br>te: <sup>12-Apr-17</sup>  |
|--|------------------------------------|--|
| SPENCERVILLE ON K0E 1X0  ATTN: DAVE GRANT  | нз                                 | T No. 13644-2803RT   |
| * Environmental Cleanups * Vacuum Trucks * Liquid & Solid W<br>* High Pressure Steam Cleaning * Hwy Tanker Service * Asbes<br>* Underground Fu | os Disposai " Mobile vvater Treath | noval * Roil-Off Containers<br>nent Plant * Sewer Flushing |

730 TRUCK STOP Job Location: **Customer Order No:** EC-FIRE-17-04-08-2 **AMOUNT** UNIT PRICE **UNIT / ITEM DESCRIPTION** DATE QUANTITY TO VACUUM WASTE WATER FROM BASEMENT, UNLOAD INTO STORAGE TANKERS AT DBC YARD 1,730.00 173.00 HOURS - VAC TRUCK 215 1,862.00 10.00 APR.11/17 196.00 HOURS - VAC TRUCK 480 1,862.00 9.50 196.00 **HOURS - VAC TRUCK 788** 9.50 1,816.50 173,00 HOURS - HWY TRACTOR 584 W/TANKER 200 10.50 304.50 29.00 **HOURS - SERVICE TRUCK 627** 10.50 1,239.00 59.00 **HOURS - CERTIFIED PERSONNEL (2)** 21.00 1,281,00 122.00 HOURS - SUPERVISOR W/TRUCK 10.50 1,392,00 348.00 **CLEAN & PURGE TANK** 4.00 INVOICE TO FOLLOW FOR STORAGE TANK RENTAL AND LAB ANALYSIS WORK ORDER #10383 Dep)/Unit TOWNSHIP OF EDWARDSEURGH CARDRIAL G/L Acct # Budgeted Approved By 11,487.00 **SUB TOTAL** Tressury 1,493.31 H.S.T. \$12,980.31 THANK YOU. We appreciate your business! TOTAL



#### WORK ORDER

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861. Fax 613 534-8/38 www.dbce.ca

| CUSTOMER: | T.W.P OF FOWARDSBURGH | CUSTOMER P.O. #:<br>JOB LOCATION: | 730/AUCK STOP |
|-----------|-----------------------|-----------------------------------|---------------|
|           |                       | CUSTOMER PHONE #                  | ·             |

| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                 | UNIT PRICE |
|-------------|----------------|------------------------------------|------------|
|             | •              | To VACINIAN WASTE WATER            |            |
|             |                | FROM BASEMENT, USUADAS TATE        |            |
|             | ~              | STORAGE TANKS HT V.B.C. YARD       |            |
| <u> </u>    |                | Jas CONG DAUST.                    | 1-2000     |
| HPR /17     | 10 Hes         | 215 VAC TRUCK 173                  | 1/38       |
| <u></u>     | <u> 95 HRS</u> | 480 VAC- LAUCK: 196                | 1862       |
| :           | 9.5HRS         | 788 VAC TRUCK. 196                 | 1804       |
|             | 10.5 HRS       | 584 HWY TRACTOR JOS VALTANKER 173  | 1816 50    |
|             | 10.5 HRS       | 627 SERVICE / RUCK 29              | 30400      |
|             | 10.5 HRS       | LABOURER TLOADING VAC. (RUCKS 59   | 617 0      |
|             | 10.0 HRS       | DUPERVICOR //RUCK 122              | 128/00     |
|             |                | LABOURER - UNIOSSING VAC PRUCTO 59 | 2/7        |
|             | T ONLY         | TANK CLEAPING 9 TURGE 348          | 1392       |
|             | <u> </u>       | 9 9 5                              | 1140 DE    |
|             |                | INVOICE TO FOLLOW FOR STORAGE HAKS | 11487 00   |
|             |                | T50-10000 TG - T7-6000 16.         |            |
|             |                | T51-10000 I.G. T6-600016.          |            |
|             | · .            | 71-30001.6. TAWER 600016.55        |            |
|             | <u> </u>       | 7.72                               |            |
|             |                | TANKER 163-60001-6-55              |            |
|             | •              | INVOICE TO FOLLOW !                |            |
|             |                | FOR LAB ANALYSES.                  |            |
|             |                | MAIN OF (457504# 34405.            | -          |
|             |                |                                    |            |
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EQUIPMENT RENTAL • SEWER & WATER INSTALLATION • EXCAVATING • SNOW REMOVAL • ENVIRONMENTAL SERVICES • WASTE REMOVAL WHITE • CUSTOMER COPY YELLOW • OFFICE COPY PINK • BILLING COPY

ASTRO RADIA:



DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

Sold To:

TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON K0E 1X0 ATTN: DAVE GRANT INVOICE NO:006719.

Date: 17-Apr-17

HST No. 13644-2803RT

\* Environmental Cleanups \* Vacuum Trucka \* Liquid & Solid Waste Management \* Waste Oli Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

| Customer Ord   | ler No; EC-FIRE-  | 17-04-08-2 Job Location: 730 TRUCK STOP  |                 |                    |
|----------------|---|--|-----------------|--------------------|
| DATE           | QUANTITY  | UNIT / ITEM DESCRIPTION  | UNIT PRICE      | AMOUNT             |
| APR.12/17<br>" | 10.00<br>10.00  | TO VACUUM WASTE WATER FROM BASEMENT, UNLOAD INTO TANKERS AT L.S. YARD  HOURS - HWY TRACTOR WWACUUM TANKER HOURS- CERTIFIED PERSONNEL  WORK ORDER #7247 | 173.00<br>59.00 | 1,730.00<br>690.00 |
|                | Deptitinit  G/L Acct #  Budgetid  Approved By  Treasury | DI-12-15  DI-12-15  APR 2 0 2017  TOWNSHIP OF                            | •               |                    |
|                |   |  | SUB TOTAL       | 2,320.00           |
|                |   |  | H.S.T.          | 301.60             |
|                |   | THANK YOU. We appreciate your business!  | TOTAL           | \$2,621.60         |



#### WORK ORDER

14855 Dafoe Rd. Ingleside, ON K0C 1M0 Fax: 613-537-8561 www.davidbrownconstruction.ca Long Sault - 613-534-3861 5190 Moulinette Rd., Long Sault

Fax: 613-534-8438

Cornwall - 613-938-2536 155 Boundary Rd., Cornwall dbrown@davidbrownconstruction.ca

| CUSTOMER: TWO OF EDWARDS burgh | CUSTOMER P.O. #:                       |
|--------------------------------|--|
| (Lippival )                    | JOB LOCATION: 450 KIKK. SHO            |
|                                | CUSTOMER PHONE #: CC - FIRE-17-04-05-2 |

| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                | UŅIT PRIC | CE             |
|-------------|----------------|-----------------------------------|-----------|----------------|
|             |                | To virume whole water From        |           |                |
|             |                | Basement inlocal into lankers At  |           |                |
|             |                | LS MARD                           |           |                |
|             |                | O.S. YIMM                         |           | •              |
| Ipril 12/17 |                |                                   |           |                |
| 12777       | 10 41          | Hury Tractor / VATUME Hanker. 173 | 1730      | තන.            |
|             | 10 40          | 7639                              | 590       | 00             |
|             | 10 +10         | / INVOICE TO FOLLOW               |           |                |
| •           |                | Tronal Tron Ger 279 G CONGAL.     | 2320      | 00             |
|             | <u>looly</u>   | (ROWAY TOUR CET 271 CIMYETEC      | -01.J OLL |                |
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EQUIPMENT RENTAL • SEWER & WATER INSTALLATION • EXCAVATING • SNOW REMOVAL • ENVIRONMENTAL SÉRVICES • WASTE REMOVAL

WHITE - CUSTOMER COPY YELLOW - OFFICE COPY PINK - BILLING COPY

THANK YOU



# DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1P0 PHONE(613)534-3861 FAX(613)534-8438

Sold To:

INVOICE NO:006718:

"ca

Date: 17-Apr-17

HST No. 13644-2803RT

TWP. OF EDWARDSBURG/CARDINAL
P.O. BOX 129
18 CENTER ST.
SPENCERVILLE ON K0E 1X0
ATTN: DAVE GRANT

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oli Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

730 TRUCK STOP EC-FIRE-17-04-08-2 Job Location: **Customer Order No: AMOUNT** UNIT PRICE **UNIT / ITEM DESCRIPTION** QUANTITY DATE TO VACUUM WASTE WATER FROM BASEMENT, UNLOAD INTO TANKERS AT L.S. YARD + 1.730.00 173.00 HOURS - HWY TRACTOR W/VACUUM TANKER 10.00 APR.13/17 590.00 59,00 HOURS - CERTIFIÉD PÉRSONNEL 10.00 PICK UP LAB ANALYSIS IN OTTAWA AND DLEIVER TO CARDINAL WWTP & CORNWALL WWTP 1,220.00 122.00 HOURS - SUPERVISOR W/TRUCK 10.00 WORK ORDER #10389 Dept/Unit G/L Acct # TOWNSHIP OF Budgeted Approved By Tressury 3,540.00 **SUB TOTAL** 460.20 H.S.T. \$4,000.20 **TOTAL** THANK YOU. We appreciate your business!

# Environmental Services Ltd.

#### **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: Z | JP. OF FAMARD. | JUNE TOO LOOM     | 730 TRUCK STOP<br>E-FIRE-17-04-08-2 |
|-------------|----------------|-------------------|-------------------------------------|
| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVIC |                                     |

| TO VACUALIA WASTE WATER FROM  BASEMENT, WALLAND TATTO JANATA  J. J. S. MARO  J. J. S. MARO  JO HAS HAY TARTOR WY VACUUM TANAFA 173 1730 00  10 HAS LABOURER 59 390 00  TO THE JAB AND WASTE TO JANUAR WASTE WASTE WASTE TO JANUAR 122 1220 00  3540 00   | DATE WORKED  | HOURS/QUANTITY | MACHINE OR SERVICE                  | UNIT PRI           | CE       |
|--|--|----------------|-------------------------------------|--------------------|----------|
| BASEMENT, UNEQUAD TASTO JAMER  17 10 HRS HOY TRACTOR WY VACUUM TALERER 173 1730 00  10 HRS LATIONARER 59 3900  TO TICK JAB ANAZIOSEM IN CAROLINAL WID. T. I. CAROLINAL ID INT. P  10 HRS SINTERVISOR W/ TRULK 122 1220 00  3540 00   |  | -              | To VACIONAL WASTE WATER FROM        | {                  |          |
| APR 1917 PO HRS HOY TRACTOR WY VACUUM THUMER 173 1730 00 10 HAS LABOURER 59 390 00  BY CK LAB ANAZINSTRUM  OTTAMA APPAR DELIVER TO CARRIED WIDT. P. DRINGER 10 17 P. 122 1220 00  10 HRS SUPERVISOR WY TRUCK 122 1220 00  3540 00  |  |                |                                     | <i>Q</i>           |          |
| PR 1917 PO HRS HWY TRACTOR W/ VACUUM TANKER 173 1730 00 10 HAS LABOURED 59 590 00  TO TICK LAB ANAZINSASA W  OTTAWAY HAMS VELVER TO LABOURAL WIDTT, CARMINALIO W.T.P.  10 HRS SINTERVISOR W/ TRUCK 122 1220 00  3546 00  |  |                |                                     |                    |          |
| TO HAS LABOURER 59 59000  TO PICK LAB ANAZISSISM MY  OTTAWN MARK DEWARE TO CAROURE  W. W. T. T. (DRINGHLE) W. T. P  10 HRS SWIFRVISOR W/TRUCK 122 122000  3546 00  |  |                |                                     |                    |          |
| TO FICK LAB ANAZINSASA M.  OTTANIA ARAN DENVER TO CARRIAGE W.D.T.P. CARNINAL (D.D.T.P.  10 HRS SINTERVISOR D/TRUCK 122 1220 00  3546 00  | 100 10/17  | 10 Hos         | HOY TAACTOR W/ VACUUM I LANGER: 173 | 1730               | 00       |
| TO FIRE SUPERVISOR STRUCK 122 1220 00  10 HRS SUPERVISOR STRUCK 122 1220 00  | THE PARTY OF THE P |                |                                     | 390                | 00       |
| OTTAINS HOUSE DELIVER TO CARRIEDE WILL DE LA COMMENTAL DE LA C |  |                |                                     |                    | ·        |
| OTTAINS HOUSE DELIVER TO CARRIEDE WILL DE LA COMMENTAL DE LA C |  |                | TO PICK LAB ANAZMENSASA W           |                    |          |
| 10 HRS SINTERVISOR W/TRUCK 122 1220 00<br>3546 00  |  |                |                                     |                    |          |
| 10/HRS Supervisor of Truck 122 1220 00 3540 00   | •  |                | W.D.T.P. CORNWALL TOLLD T.P         |                    | <u> </u> |
| 10 HRS DupERVISOR TRUCK 122 13:40 000  | •  | ,              |                                     | dr <sub>ug</sub> . |          |
| 3546   |  | 10 HRS         | SuPERVISOR W/TRUCK 122              | 1220               | 000      |
|  | ·.   |                |                                     |                    |          |
|  |  |                | ·                                   | 3540               | 00       |
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THANK YOU.



#### **DBC ENVIRONMENTAL SERVICES LTD** P.O. BOX 107 LONG SAULT, ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

a.ća

Sold To:

INVOICE NO: 006720

TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. **K0E 1X0** SPENCERVILLE ON

Date: 17-Apr-17

ATTN: DAVE GRANT

HST No. 13644-2803RT

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing

Underground Fuel Tank Removal

730 TRUCK STOP Job Location: EC-FIRE-17-04-08-2 Customer Order No: AMOUNT UNIT PRICE **UNIT / ITEM DESCRIPTION** QUANTITY DATE TO VACUUM WASTE WATER FROM BASEMENT, UNLOAD INTO TANKERS AT L.S. YARD 1,384.00 173.00 HOURS - HWY TRACTOR W/VACUUM TANKER 8.00 APR.14/17 472.00 59.00 HOURS PT - CERTIFIED PERSONNEL 8.00 944.00 118.00 HOURS PT - LABOURER 8.00 558,00 139.50 HOURS PT - SUPERVISOR W/TRUCK 4.00 348.00 348.00 **CLEAN & PURGE TANK** 1.00 WORK ORDER #10390 **Dept/Unit** G/L Acct # **Budgeted** Approved By Treasury APR 2 0 2017 TOWNSHIP OF EDWARDSBURGH CARDINAL 3,706.00 **SUB TOTAL** 481.78 H.S.T. \$4,187.78 THANK YOU. We appreciate your business! TOTAL



#### **WORK ORDER**

10390

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

|                       | /            |                  | San |
|-----------------------|--------------|------------------|---|
| CUSTOMER: ( LA) TOTAL | DWARDSBURGH! | CUSTOMER P.O. #: | C-                                      |
|                       | LARDIAGA be  | JOB LOCATION:    | 730 /Ruck STOP                          |
|                       | •            | CUSTOMER PHONE # | : FC-FIRE-17-04-08-1                    |

| DATE WORKED    | HOURS/QUANTITY | MACHINE OR SERVICE                     | UNIT PRI    | ÇE           |
|----------------|----------------|--|-------------|--------------|
|                | ~              | To VACUUM WASTE WATER FROM             |             |              |
|                | •              | BASEMENT, CANDAD JONES TANKER          |             |              |
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| 7              | SHA            | PREMIUM THAT PERSTAR 59                | 472         | 00           |
|                | S Hops         | " H /ABOURFA 118                       | 944         | 00           |
|                | 4 HAS          | " JUPERVISOR TRUCK 13950               | .5.58       | 0            |
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|                | 1 Ducy         | TANK (AFARING PARE                     | 348         | 100          |
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|                |                |  | 3706        | 0,8          |
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|                |                | INVOICE TO FOLLOW                      |             | 1            |
| *              |                | DISTOSAL/RENTAL ON TANKER              |             |              |
| <del>ÿ</del> . |                | #167, 6000 /.a.                        | . !         |              |
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EQUIPMENT RENTAL SEWER & WATERINSTALLATION - EXCAVATING - SHOW REMOVAL - ENVIRONMENTAL SERVICES - WASTE BEWOVAL THANK YOU YELLOW - OFFICE COPY ASTRO Printer



DBC ENVIRONMENTAL SERVICES LTD
P.O. BOX 107
LONG SAULT,ON KOC 1PO
PHONE(618)534-3861 FAX(613)534-8438

| Sold To:  | <br>INVOICE NO.006727    |
|---|--------------------------|
| TWP. OF EDWARDSBURG/CARDINAL<br>P.O. BOX 129<br>18 CENTER ST. | Date: 20-Apr-17          |
| SPENCERVILLE ON KOE 1X0                                       |                          |
| ATTN: DAVE GRANT  | <br>HST No. 13644-2803RT |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oli Remòval \* Holl-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

| DATE                            | QUANTITY | UNIT / ITEM DESCRIPTION   | UNIT PRICE | AMOUNT           |
|---------------------------------|----------|---|------------|------------------|
| PR.19/17                        | 1.00     | INVOICE FROM PARACEL LAB FOR CERTIFICATE OF ANALYSIS  INVOICE #1715128  WORK ORDER #10401 | 1,282.71   | 1 <b>,282.71</b> |
| Dept/<br>G/L A<br>Budg<br>Appro | cct #    | PECETVED  APR 2 4 2017  TOWNSHIP OF  BOWNERDSBURGH CARDINAL                               |            |                  |
|                                 |          |   | SUB TOTAL  | 1,282.71         |
|                                 |          |   | H.S.T.     | 168.75           |
|                                 |          | THANK YOU. We appreciate your business!   | TOTAL      | \$1,449.46       |



300 - 2319 St. Laurent Blvd Ottawa, ON, K1G 4J8 1-800-749-1947. www.paracellabs.com

#### **Invoice**

Invoice Number: 1715128

invoice Date: 18-Apr-17

David Brown Construction.

PO Box 490

ingleside, ON K0C1M0

Attn: Gary MacLeod

Tel: (613) 551-2257 Fax: (613) 537-8561

Order Date: 11-Apr-17

Paracel Report No.:

1715128

Client Project(s):

730 Truck Stop

Client PO:

Quote Number:

CoC Number:

34405

| Qty           | Analysis   | Final<br>Price   | Rush<br>Surcharge | Total<br>Price   |
|---------------|--|--|-------------------|--|
| 1 1 1 1 1 1 1 | Cornwall - San/Comb: General Inorganics Cornwall - San/Comb: Metals Cornwall - San/Comb: O&G AV/MS Cornwall - San/Comb: VOCs PCBs, total Prep - Metals | \$130.10<br>\$96.30<br>\$104.60<br>\$140.00<br>\$86.70<br>\$0.00 | 100%<br>100%      | \$260.20<br>\$192.60<br>\$209.20<br>\$280.00<br>\$173.40<br>\$0.00<br>\$1,115.40<br>\$145.60 |

Invoice Total: \$1,260.40

Terms: Due when rendered, service charge of 1.5% per month on accounts over 30 days net. GST/HST # 104066345

Remit payment to:

Paracel Laboratories Ltd.

300-2319 St. Laurent Blvd.

Ottawa, Ontario, K1G 4J8

| J/E#     | 2457/   |
|----------|---------|
| G/L#     | 83090   |
| JOB#     |         |
| 21410    | 145.00  |
| P.O.#    |         |
| Approved | ву: РОД |



#### **WORK ORDER**

10401

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: . | TW. PORT          | DUIANASBURGH CUSTOMER P.O. #: EC-FIRE-17-DE  ANDINIAL JOB LOCATION: Z30 INACK  CUSTOMER PHONE #: | 1-08-2<br>STOP | _        |
|-------------|-------------------|--|----------------|----------|
| DATE WORK   | ED HOURS/QUANTITY | MACHINE OR SERVICE   | UNIT PRICE     |          |
|             |                   | TAIVOICE FROM TARACEL LAB. FOR FRICECATE DE HODALYSIS  |                |          |
| THUOIC      | E# 1715128,       | 1115.40 × 1.15   | 12827          | <u> </u> |
|             |                   |  |                | _        |
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|             |                   | BRIAN MOORE  |                | _        |
|             |                   | CHOTOMED CONTACTION.   |                |          |

THIS IS NOT AN INVOICE

CUSTOMER SIGNATURE:



# DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

Sold To:

TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON K0E 1X0 ATTN: DAVE GRANT INVOICE NO: 006738

Date: 24-Apr-17

HST No. 13644-2803RT

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

730 TRUCK STOP Job Location: **Customer Order No:** EC-FIRE-17-04-08-2 **UNIT PRICE AMOUNT UNIT / ITEM DESCRIPTION** DATE QUANTITY RENTAL ON TANKERS AND HOLDING TANKS 12,430.00 226,00 DAILY RENTAL - TANKERS - 864, T1, T5, 865 & 485 55.00 APR.20/17 8,136.00 226.00 DAILY RENTAL - TANKERS 628, 466 & 628 36,00 APR.21/17 WORK ORDER #10398 DeptUnit Acct # Bullgeted Approved By TOWNSHIP OF Treasury EDWARDSBURGH CARDWAL 20,566.00 SUB TOTAL 2,673.68 H.S.T. \$23,239.58 THANK YOU. We appreciate your business! TOTAL



# DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1P0 PHONE(613)534-3861 FAX(613)534-8438

| TWP. OF EDWARDSBURG/CARDINAL                             |                      |
|--|----------------------|
| P.O. BOX 129<br>18 CENTER ST.<br>SPENCERVILLE ON KOE 1X0 | Date: 24-Apr-17      |
| ATTN: DAVE GRANT   | HST No. 13644-2803RT |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oli Removal \* Roll-Oft Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

| DATE       | QUANTITY   | UNIT / ITEM DESCRIPTION  | UNIT PRICE   | AMOUNT  |
|------------|--|--|--|---|
| G/L<br>Bud | 10.00 11.50 3.00 10.00 4.00 4.00  **Whit ***  **Cot #**  **Cotod broved By  **Sury | DOCUMENT, TRANSPORT & DISPOSE OF WASTE, CONTAMINATED OILY WATER  AS PER MANIFEST ACCESS ACCES | 0,16<br>105,00<br>105,00<br>93,00<br>59,00<br>122,00<br>346,00 | 19,785.60<br>1,050.00<br>1,207.50<br>279.00<br>177.00<br>1,220.00<br>1,392.00 |
| •          |  | 1  | SUB TOTAL  | 25,111.10   |
|            |  |  | H.S.T.   | 3,264.44  |
|            |  | THANK YOU. We appreciate your business!  | TOTAL  | \$28,375.54   |



## **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: T.W. POF FOWARASBURGH | . CUSTOMER P.O. #: | EC-1928-17-04-08-2 |
|---------------------------------|--------------------|--------------------|
| CARMORA                         |                    | 730 TRUCK STOP     |
|                                 | CUSTOMER PHONE #   |                    |

| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                                 | UNIT PRI                                | CE       |
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|             |                | OF WASTE, CONTAMINATED DILY WASTE                  | WATE                                    | <u></u>  |
|             |                |  |   |          |
| APR 20/17   |                | 15 PERMANIEEST# A.D.61923-9.16                     |   | (OQ      |
| •           | •              | LITRES OF CONTAMINATE DILY WASTE WATER             | 7.328                                   |          |
|             | 77,75          | AS PERMANIEFST# A861924-7 7.16                     |   | 100      |
|             | 20,610         | L DE CONTAMINATED DILY WASTE WASTE WASTE           | 3297                                    | 60       |
|             | \$65           | AS PER MANIFEST#BT28/10-9 .16                      | 440 4                                   | 60       |
|             | 20,610         | DE CONTAMINATED DILY WASTE WATER. &                | 3297                                    | -        |
|             | 485            | AS VERMANIFEST #GT 28/09-1 16                      | Edla                                    | 40       |
|             | 36,670         | L DE CONTAMINATED DIEY WASTE WATER                 | 5862                                    | -        |
|             | 10 11-         | 584 HERY TRACTON 105                               | 1050                                    | 00       |
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|             | 7. TAS         |  |   | 00       |
|             | 2 Uno s        | 799 FOWIPHENT IR, SKIDS, VACKSTANDS 93 KABOURER 59 | 177                                     | ಫಲ       |
|             | 10 Hios        | SUPERVISOR W/ TRUCK 122                            | 1220                                    | 00       |
|             |                | Super Jacobs Jacobs                                | 7 01 01                                 |          |
|             |                | <i>)</i> .   |   |          |
|             | 4 ONLY         | TANK (LEANING PLAGE 348                            | 1392                                    | €        |
|             | ,"             | ,  | *************************************** |          |
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| _          |             |                      | <del>                                     </del> | t                                      | <del>                                     </del>  | ·  |   | 7                         | 50  | 10  | 7                                      | 008   | 377  | V/,                                       | 13                             | 7/5                           | VIN  | , ,   | 3-817  | , ¢±                     | מנייוש                           | TO VILLA  | 725                                  | <i>?</i>                      |
| YAN<br>YB\ | Pack<br>mag | क्षात्रका<br>क्षाकृत | belgaceA<br>#30/000A                             | HOW the same                           | SALUCIUMUS<br>SALUCIUMUS  | <sub>100</sub> न्या  | acon density  | Phys. stato<br>Etst phys. | 53-10   |   | S)QUI)                                 | 99 <b>0</b> 303                                       |  | legeladina<br>(6205)                      | 80                             | ANNU<br>LEAN                  | 1912 (\$20.55                                | <del>25  </del>                               |  | (marafa)U                | DESCRIPTION                      | <i>\</i>  | naud apog                            |                               |
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### DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT, ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

| P.O. BOX 129<br>18 CENTER ST.<br>SPENCERVILLE ON KOE 1X0 | Date: 24-Apr-17          |
|--|--------------------------|
| ATTN: DAVE GRANT   | <br>HST No. 13644-2803RT |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

| DATE              | QUANTITY                             | UNIT / ITEM DESCRIPTION  | UNIT PRICE   | ТИПОМУ  |
|-------------------|--------------------------------------|--|--|---|
| .PR.21/17<br><br> | 3.00<br>3.00<br>3.00<br>3.00<br>3.00 | DOCUMENT, TRANSPORT AND DISPOSE OF OILY WASTE WATER AS PER MANIFEST COLORS SECTIONS  LITRES - OILY WASTE WATER HOURS - HWY TRACTOR 881 HOURS - HWY TRACTOR 584 HOURS - ONE TON 799 HOURS - CERTIFIED PERSONNEL | 0.16<br>105.00<br>105.00<br>93.00<br>69.00<br>122.00 | 18,580.64<br>997.60<br>1,102.50<br>279.00<br>177.00<br>1,220.00 |
| •                 | 10.00<br>3.00                        | HOURS - SUPERVISOR WITRUCK CLEAN & PURGE TANK  WORK ORDER #10397  DECEMBA  | 348.00   | 1,044.00  |
|                   | Dept/Unit G/L Acct# Budgeted         | OI-1215 APR 2 6 2017 TOWNSHIP OF   |  |   |
|                   | Approved By                          | BW EDWARDSBURGH CARDINAL   |  |   |
|                   | Тгеазију                             |  |  | •   |
|                   |                                      |  | SUB TOTAL  | 23,400.64   |
|                   |                                      |  | H.S.T.   | 3,042.08  |
|                   |                                      | THANK YOU. We appreciate your business!  | TOTAL  | \$26,442.72   |



# WORK ORDER

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: TWPDE FOURISE BURGIL CUSTOMER P.O. #:  CARDINAL JOB LOCATION: | 730 TRUCK STOP |
|---|----------------|
| CUSTOMER PHONE  | #:             |

| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                      | UNIT PRI | ICE          |
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|             | 45800          | OF CONTAMINATED DILY WASTE WATER . 16   | 7328     | 00           |
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EQUIPMENT RENTAL • SEWER & WATER INSTALLATION • EXCAVATING • SNOW REMOVAL • ENVIRONMENTAL SERVICES • WASTEREMOVAL

WHITE - GUSTOMER COPY

YELLOW - OFFICE COPY

PINK - BILLING COPY

THANK YOU,

# MOVEMENT DOCUMENT / MANIFEST DOCUMENT DE MOUVEMENT / MANIFESTE Tids Movement document/manifest conforms to est fordered and provincial environmental registration. Ce document de movement manifest est conforms sun tigislations 1. Iddende et provinciale sur l'environnement.

TANKER 863

GT28111-7

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Movement Document / Manifest Reference No.
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DBC ENVIRONMENTAL SERVICES LTD
P.O. BOX 107
LONG SAULT,ON KOC 1PO
PHONE(613)534-3861 FAX(613)534-8438

Environmental Services Ltd.

Sold To:

TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON K0E 1X0

ATTN: DAVE GRANT

RECEIVED

APR 2 7 2017

TOWNSHIP OF STANDARD CARDINAL

INVOICE NO: 006741 .

Date: 25-Apr-17

HST No. 13644-2803RT

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant.\* Sewer Flushing

\* Underground Fuel Tank Removal

Job Location: 730 TRUCK STOP **Customer Order No:** EC-FIRE-17-04-08-2 **UNIT PRICE AMOUNT UNIT / ITEM DESCRIPTION** QUANTITY DATE TO VACUUM HOLDING TANKS, DOCUMENT, TRANSPORT AND DISPOSE OF CONTAMINATED OILY WASTE WATER PER MANIFEST GIZOTESE GIZOTIS G GIZOTIELI, GIZOTIZA AL ZOTIO ZIGIZOTION À 13,132.80 0.16 LITRES - CILY WATER 82080 60 APR.24/17 1,764.00 196.00 **HOURS - VAC TRUCK 480** 9.00 1,643.60 173.00 9.50 **HOURS - VAC TRUCK 215** 1,960,00 196.00 **HOURS - VAC TRUCK 788** 10.00 590.00 59.00 HOURS -CERTIFIED PERSONNEL 10.00 1,220.00 122.00 HOURS - SUPERVISOR W/TRUCK 10.00 TANK RENTAL, T163, T279 & T50 9,492.00 226.00 **DAILY RENTAL - 3 TANKS** 42.00 1,044.00 348.00 **CLEAN & PURGE HOLDING TANKS** 3,00 WORK ORDER #10398 Dept/Unit GLACO! **Sudgeted** Approved By SUB TOTAL 30,846.30 inamat div 4,010.02 H.S.T. \$34,858.32 THANK YOU. We appreciate your business! TOTAL



# **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

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EQUIPMENT RENTAL • SEWER & WATER INSTALLATION • EXCAVATING • SNOW REMOVAL • ENVIRONMENTAL SERVICES • WASTE REMOVAL

THANK YOU WHITE - CUSTOMER COPY YELLOW - OFFICE COPY PINK - BILLING COPY

## **MOVEMENT DOCUMENT / MANIFEST DOCUMENT DE MOUVEMENT / MANIFESTE**

This Movement document/manifest conforms to all federal and provincial environmental legislation.

Ce document de mouvement/marileste est conforme aux tégislations fédérale et provinciale sur l'emphoramentent.

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GT28115-8

Movement Document / Macifiet Reference No. M<sup>a</sup> de rática cos du document de mouvement inverteste

co No. of chies movement destroyally freedlessly used/ Recistration No. / Provincial D No. gistarian Ho. / Provincts ID No Carrier Generator / consignor M dimmetriculation - did, producti dimensión descon a dist. provincia Producteur / expéditeur Transporteur 860317 Receivar / consignee Registration No. / Provinctal ID No. Réceptionnaire / destinataire Nº dimenatriculation - eld. provincial leceiver / conclones information same to in PortA Les reroeignements du réocolonnaire / deskretaire sont les mêmes curà la Partie A-KOCIMO L APRION No, complete the best befor / Non, remain to case of-dessous THE NO. / Nº do HEL • Company name / Nam de l'entrepts Tracer-Residentia, 1 Mazing address / Adresse postate Trafer - Red car No. 2 CY/VO Province Postal code / Code postal Poncferty Point Centric Port of cut International use only Intended Receiver/condens Recistration No. / Provincial CO No. Point de serie Small / Courter disctronique Récordinguaire i destinataire notes : f d'immatriculation - d'id. pro Tel No./Nº de 181 Chartier Certification : I certy that I man received water or recyclopale material from the generator / consignor for debury to the newhort / consignoe as act cut in Parl A and fact the integration contained in Parl B is complete and correct. Attentiation du transportators - Inflation work regul sea déchate ou matélieus encyclobies du productour / améditeur on vue de leur fortaine su récognérataire / destinative, tats qu'its lignant à la perfe A et que les neuestymentes hausta à la perfe 60716 Recoléno sto eddress / Adresso du Leu de destinator है अर्थ कार्क संक्राप्त्रकेत. Name of authorized person (pd:1): Date recolved / Date de récession THE NO. / Nº do MIL Time / Haure Noni de l'agent autorirà (ciractères d'imprimerie) : Month / Mais 10 m 1 m i wasie or recyclable material to be transferred, specify intended company name! Si les dechets ou medières recyclables doiyent être ransférés, préciser le nom du destinataire Registration No./Provincial ID No.
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# DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1P0 PHONE(613)534-3861 FAX(613)534-8438

| Sold To:  | INVOICE     | NO 006748  |
|---|-------------|------------|
| TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON KOE 1X0 | Date: 27-Ap | r-17       |
| ATTN: DAVE GRANT  | HST No. 13  | 644-2803RT |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

| DATE     | QUANTITY   | UNIT / ITEM DESCRIPTION  | UNIT PRICE  | AMOUNT  |
|----------|--|--|---|---|
| PR.26/17 | 68468:60. 8.50 9.00 9.00 9.00 2.00 30.00  Dept/Unit G/L Acct # Budgeted Approved B | VACUUM HOLDING TANKS, DOCUMENT, TRANSPORT AND DISPOSE OF OILY WASTE WATER  AS PER MANIFEST CT28/21-30 CT28/22-3 CT28 | 0.16<br>196.00<br>196.00<br>59.00<br>122.00<br>348.00<br>226.00 | 10,944.00<br>4,666.00<br>1,764.00<br>531.00<br>1,098.00<br>696.00<br>6,780.00 |
|          | •  |  | SUB TOTAL   | 23,479.00   |
|          |  |  | н.ѕ.т.  | 3,052.27  |
|          |  | THANK YOU. We appreciate your business!  | TOTAL   | \$26,531.27   |

# Environmental Services Ltd.

# WORK ORDER

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

|   | CUSTOMER: TWO POF FAMARASTICABLE | _ CUSTOMER P.O. #: &-F-72-07-04-08-2    |
|---|----------------------------------|---|
| COSTONIER: DOBLOCATION: TO BRUCK STOP / L. S. YARD. | CARDINAK.                        | JOB LOCATION: TO BRUCK STOP. L.S. YARD. |
| CUSTOMER PHONE #:                                   |                                  |   |

| DATE WORKED | HOURS/QUANTITY | MACHINE OR SERVICE                    | UNIT PRI   | CE         |
|-------------|----------------|---------------------------------------|--|------------|
|             | -              | Vacuum HOLDING TANK DOCUMENT          | <u> </u>   | <u> </u>   |
|             |                | TRANSPORT KND VISPOSE OF              |  | <u></u>    |
|             |                | CONTAMINATED GILY WASTE WATER         |  |            |
|             |                |                                       |  |            |
| APRIL 26/17 | 731            | AS TER MANIFEST GT 28/21-6,           |  | <i>d</i> - |
|             | 13,680         | L OF GITTAMINATE VICY WASTE WATTER    | 218/8/   | 80         |
|             | 7.51           | As KER MANIFEST 467 281072-4          |  | 660        |
| -           | 13680          | OF CONTACTIONATED OILY WASTE WATTE    | 2188   | 80         |
|             | 7.51           | AS PER MARILEEST #GT28123-2           | 1.1  | 80         |
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|             | 7545           | AS PERMANIFEST# GT 28124-0            |  | 80         |
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EQUIPMENT RENTAL SEWER & WATER INSTALLATION \* EXCAVATING \* SNOW REMOVAL \* ENVIRONMENTAL SERVICES \* WASTE REMOVAL THANK YOU WHITE \*\* CUSTOMER COPY YELLOW \*\* OFFICE COPY PINK \*\* BILLING COPY

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This Movement document/manifest conforms to all federal and provincial environmental legislation.

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Movement Document / Manifest Reference No.
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### **MOVEMENT DOCUMENT / MANIFEST DOCUMENT DE MOUVEMENT / MANIFESTE**

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This Movement document/marriest conforms to all federal

and provincial invironmental legislation.

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DBC ENVIRONMENTAL SERVICES LTD P.O. BOX 107 LONG SAULT,ON KOC 1PO PHONE(613)534-3861 FAX(613)534-8438

| Sold To:  TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON KOE 1X0 | INVOICE NO:006755  Date: 28-Apr-17 |
|---|------------------------------------|
| ATTN: DAVE GRANT  | HST No. 13644-2803RT               |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

730 TRUCK STOP Job Location: Customer Order No: EC-FIRE-17-04-08-2 **UNIT PRICE** AMOUNT **UNIT / ITEM DESCRIPTION** DATE QUANTITY TO VACUUM HOLDING TANKS, DOCUMENT, TRANSPORT AND DISPOSE OF OILY WASTE WATER PER MANIFESTS AGG (808 2 NOG) 8872 NOG 1806-6 & RU85433 9 1 8,755.20 0.16 LITRERS - WASTE WATER 54720:00 1,176.00 APR.27/17 196.00 HOURS - VAC TRUCK 788 1,274.00 6.00 196.00 HOURS - VAC TRUCK 480 6.50 865.00 173.00 **HOURS - VAC TRUCK 215** 5.00 226.00 9,492.00 DAILY RENTAL - TANKER (3) 42.00 1,044,00 348.00 **CLEAN & PURGE TANK** 3.00 WORK ORDER #10403 Dept/Unit G/LAcct# Budgeted Approved By Treasury 22,606.20 **SUB TOTAL** 2,938.81 H.S.T. \$25,546.01 THANK YOU. We appreciate your business! TOTAL



## **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: #44.1                         | Pok Fowgaose   |                 | CUSTOMER P.O. #:  | EC-FIRE-87-0      |   |              |
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Movement Document Manders Reference No.



DBC ENVIRONMENTAL SERVICES LTD
P.O. BOX 107
LONG SAULT,ON KOC 1P0
PHONE(613)534-8438

| Sold To:  TWP. OF EDWARDSBURG/CARDINAL P.O. BOX 129 18 CENTER ST. SPENCERVILLE ON KOE 1X0 | INVOICE NO: 006764 .  Date: 01-May-17 |
|---|---------------------------------------|
| ATTN: DAVE GRANT  | HST No. 13644-2803RT                  |

\* Environmental Cleanups \* Vacuum Trucks \* Liquid & Solid Waste Management \* Waste Oil Removal \* Roll-Off Containers \* High Pressure Steam Cleaning \* Hwy Tanker Service \* Asbestos Disposal \* Mobile Water Treatment Plant \* Sewer Flushing \* Underground Fuel Tank Removal

Job Location: EC-FIRE-17-04-08-2 730 TRUCK STOP **Customer Order No:** UNIT PRICE **AMOUNT UNIT / ITEM DESCRIPTION** DATE QUANTITY VACUUM HOLDING TANKS, DOCUMENT, TRANSPORT AND DISPOSE OF WASTE CONTAMINTED OILY WATER AS PER MANIFEST (A 061889 9) G11281 26-514 G11281 27-3 APR.28/17 LITRES - OILY WATER 0.16 2,188.80 4,00 **HOURS - VAC TRUCK 480** 196.00 784.00 3.561.44 MAY.01/17 22259 001 LITRÉS - OILY WATER 0.16 196.00 784.00 **HOURS - VAC TRUCK 480** 4.00 784.00 4.00 - HOURS - VAC TRUCK 788 196.00 4,746.00 21.00 **DAILY RENTAL - TANKER** 226.00 348.00 696,00 2.00 **CLEAN & PURGE TANK** WORK ORDER #10408 Dept/Unit G/L Acct# **Budgeted** RECEIVED Approved By MAY - 3 2017 Treasury **SUB TOTAL** 13,544.24 **FOWNSHIP OF EDWARDSBURGH/CARDINAL** 1,760.75 H.S.T. \$15,304.99 THANK YOU. We appreciate your business! TOTAL



## **WORK ORDER**

DBC Environmental Services Ltd. P.O Box 107 Long Sault, Ont. K0C 1P0 Ph 613 534-3861 Fax 613 534-8438 www.dbce.ca

| CUSTOMER: Zu) | Por Fougai       |            | CUSTOMER P.O. #:                  |                 |  |  |
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THIS IS NOT AN INVOICE

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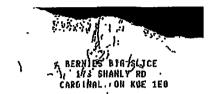
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| Generalar / epnsignor cer<br>ine contents of this consign<br>rearing end labeled picesy<br>retinal governmental picesy<br>https://www.commonto.com/ | ded, and are in oil n<br>infines.  | espects in proj                      | ner conceiton   | for transport accor   | thy to sha                                       | cattle friend                            | the prof  | 10 D                                       | IAIA   | NO.                                      | SK.                                     | 3658                                     | रिक्य                     | 170  | April 10 september | 2//                                 |                      | 17               | Month / Mais                                      | 10/  |
| Attestation du producteur<br>la contanu de ce chargeme<br>convepablement classé, en   | ा दर्भ क्यारकार संस्कृत<br>व्यापन स्थापन | nes do façon ed<br>Tario do façon ed | ाज । व्यवस्थान<br>अस्त्रियोगिक स्ट्री का<br>वर्षाच्याच्या | partes et la partie /<br>acto per la distigna<br>retire et à four Arr | ion official                                     | co sentron                               | et qu'il est  |  |  |  |   | etained t                                | y Con                     |  |  |                                     |                      |                  |   | · · · · · ·                                      |
| conformément aux régions  | mzione istemation  | vest, musi da<br>Maz et nadens       | ing states  | ks.   | DEEN CO  | נקק נוגוטשו                              | T BUB WEITERS   | 7  |  | 1  |   | ardée pa                                 |                           |  |  |                                     | Copy /               | Copie            | 2 (greei  | ı / vertè  |



Herchant 10: 000000005262387 Tera 10: 09049273 84072075

### Purchase

Transaction Record
Interac
XXXXXXXXXXXXX7578
AID: A0000002771010
Entry Method: Chip

Batch#: 000212

94/11/17

11:34:08

¡Ref#:000073001911

[Inv 0: 001775 Appr Code: 130812

Accl: Chequiny

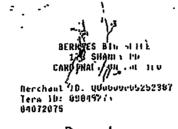
Anount: \$ 48.56 Tip: \$ 9.70

Total:

58.20

00 Approved, Thank You!

Custoner Copy



### Purchase

Transaction Record Interac XXXXXXXXXXXXX7578 AID: A0000002771010 Entry Hethod: Chip

Batch#: 000211

04/18/17

13:34:24

43.00

8.68

Refu:000073001899 Inv H: 001764 Appr Code: 136434

Ago]: Chequins

Anount: Tip: \$

Total:

00 Approved. Thank You!

|               | Hordware  |              |                    |          |              | BU                                    | RCHELL'S<br>623 Village<br>(613)657-4 | Squan<br>Caidinal<br>FA • 085<br>CH | E HARDI<br>Mall, High<br>I, Onterlo K<br>IX: (613) 65<br>T # 122980<br>Disonalnter                               | way#<br>QE 1E<br>57-362<br>6474R |
|---------------|---|--------------|--------------------|----------|--------------|---------------------------------------|---------------------------------------|-------------------------------------|--|----------------------------------|
|               | E/C Township  | •            |                    | ·. "     |              | :                                     | april                                 | 10/./.                              | 7  |                                  |
| s             | *   |              | <del></del> -      |          |              | · · · · ·                             | · · · · · ·                           | ·/.                                 |  |                                  |
| . p           |   |              | <u>~</u> `~, ° ` . | Ď<br>→ - | <del> </del> | •                                     |                                       | •                                   |  |                                  |
| , ō           | Fre: Dept (730 -  | truck \$1    | <u>න්</u> හ.) "    | ģ        | <del></del>  | <del>,</del>                          | ·                                     |                                     | ·  |                                  |
| $\mathcal{C}$ | CRIDER NO. HEMARKS  |              | ;SALESMA           | N.       | DELIVERY     | DATE .                                | DRIVER                                | , in                                | VOICEDATE  |                                  |
|               |   |              | •                  |          |              | •                                     |                                       | •                                   |  |                                  |
| \ <u></u>     | DESCRIPTION   | <del> </del> |                    |          | QUANTITY     | UN.                                   | UNIT PRICE                            | TAX.                                | AMOUNT   | Y                                |
| 2/1           | 2 roke  |              |                    |          | 2            |                                       | 21 99                                 |                                     | 43   | [ <u>18</u>                      |
|               | 2 rake  |              |                    |          | 2            | · •                                   | 23:99                                 |                                     | 47   | 96                               |
| de            | Sair back bass  |              | · <u>·</u>         | · ·      | <del></del>  |                                       | 28.99                                 | <u>.</u>                            | <u> </u>   |                                  |
| 31            | WD 40   |              |                    |          |              | <del> </del>                          | 6.59                                  |                                     | 6  | 54,                              |
| 礼             | 30 sand brigg   |              | *****              | ******   | -310-1C      |                                       | 499-                                  |                                     |  | 84                               |
|               | 1   |              |                    | <u> </u> | ,            | •                                     |                                       | <u> </u>                            | ,  |                                  |
|               |   | យុ           |                    |          |              |                                       | , ,                                   |                                     | ]  | ٠                                |
|               |   | , X          |                    | •        |              |                                       |                                       |                                     | •  | <u> </u>                         |
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|               |   | •            |                    |          |              | · · · · · · · · · · · · · · · · · · · |                                       |                                     |  | ļ.,                              |
| Ţ             |   |              |                    | .:       |              | •                                     |                                       | , ,:                                | <u> </u>   |                                  |
| Γ             |   | 10.2         |                    | : : .    |              |                                       |                                       |                                     |  | -:-                              |
| Γ             | Char  | ao .         |                    | 1        |              | , 5<br><del>15-2</del>                |                                       | ٠                                   |  |                                  |
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| [             |   |              |                    |          |              |                                       |                                       |                                     |  |                                  |
| ~<br>. ∝      | ONDITIONS: HEREBY AGREE TO PAY ADMINISTRATION CHARGES (   |              |                    |          |              | DISCO                                 |                                       |                                     |  |                                  |
|               | •   |              |                    | •        |              | SUB-1                                 |                                       | ·                                   | 1.72   | 15.7                             |
| -             | % PEAMONTH OR 124% PERYEAR ON ALL PART DUE ACCOUNT  |              | VED IN GOOD DI     | inter .  |              | H.S.T                                 |                                       | · · ·                               | 1.03   | 19                               |
| AL<br>IN      | L' CLAIMS MUST BE MADE WITHIN 5 DAYS WITH COPY OF<br>IVCICE, 10% HANDLING CHARGE WILL BE APPLICABLE ON<br>ETURNEU GOOOS, 15% BY TRUCK | • ucom       | ien ference ()     | HAMET I  |              | TOTA                                  | L                                     |                                     | 1201   | 158                              |

CUSTOMEN SKINNTURE

23616.

Tin Hortons Store 1098 925 Edward st. Prescott, On KOE 110 613-925-1465 Apr 14 2017 08:36 an Trans# 1985436

### TRANSACTION RECORD

Card Kumber Card Type Card Entry DEBIT CHIP CHEQUING PURCHASE \$ 30.29 Account Type : Trans Type : Apount 096023 Auth B Sequence # 000037 00000037 00167433 202 17/04/14 Reference # Trace # Term ID Date 08:35:55 Time APPROVED

BY ENTERING A VERIFIED PIN, CARDHOLDER, AGREES TO PAY ISSUER SUCH TOTAL IN -ACCORDANCE WITH ISSUERS AGREEHENT WITH CARDHOLDER

-Application Label: Interse. Alb: Addid002771010 TVR: 0080008000 TC: F5C31A0C255A059C TSI: F800

į

### Tim Hortons 1098 925 Edward Street Prescott, On KOE 170

 Subtotal
 27.04

 HST
 0.94

 HST1
 1.51

 Total HST
 2.45

 Yotal
 30.29

 Debit Auth № 096023
 30.29

Friday April 14,2017 08:36:30 Shift H 2 Reg. H 2 Trans H 1985436

> Thanks for stopping byl Tell us how we did at www.telltimhartons.com? 1-808-601-1616

Thank 186 for You'r patronaget

4 - Ne

READITS BIG STICE.

THE SHOW Y RE

THE PROPERTY OF THE TEO

HER LIMIT IE: WUUUUUUUS 262387
Tera YE: 09099273
84072075 W. T.

Purchase

Transaction Record

Interac

XXXXXXXXXXXX7578 AID: A0000002771010 Entry Method: Chip

Batch#: 000215

04/14/17

12:49:52

Ref#:000073001990

Inv #: 091851- Appr Code: 143923

Accl: Chequins

55.00 Aaount: 8.25 Tip: 63.25 Total:

Narchant Copy NO SIGNATURE REQUIRED

| MERCI<br>THANK YO                                  | U    |               |
|--|------|---------------|
| Date Table Personnes Serveur(duse) Guests Server 3 | 2651 |               |
| APRT-SOUP/SAL-ENTREE-VEG/POT-DES                   |      | <del></del>   |
| x/ Aly pougot                                      |      | _<br><u>-</u> |
| NOOT WOUL  |      | <del></del>   |
| BN PORTINE   |      | _             |
| - R. Beer  |      |               |
| D 606  |      |               |
| MUST, JULI, L                                      |      | <del></del> . |
| MOZZO ST CHSTOPS                                   | :    | _             |
| SOMME PARTIELLE SUBTOTAL  PST/TVP                  |      |               |
| NCCCO 27001 www.nationalchecking.com               |      | <br>          |

MERCI THANK YOU

| Da   | ite                 | Tablo  |                | Serveur(cuse)<br>Server | ر ا           | 265      |  |
|------|---------------------|--------|----------------|-------------------------|---------------|----------|--|
| AP   | PŢ-S                | OUP/SA | L-ENTRE        | E-VEG/PO                | T-DES         | SERT-    | BEV  |
|      | •                   |        |                | 2                       |               |          |  |
|      |                     | 4      |                | 1000                    | 9-1           | J        |  |
|      | _~                  |        | Z              |                         |               |          |  |
|      |                     | 21/    | 700            | m                       | 1/            |          |  |
|      |                     | سال (_ | <del>lee</del> | TRIL                    | <u> </u>      | <u> </u> | <del>                                     </del> |
|      |                     |        |                |                         |               | ļ        | $\vdash$   |
|      |                     |        |                |                         |               |          | <u> </u>   |
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|      | <u> </u>            |        |                |                         |               |          |  |
|      |                     |        |                | DEDAG                   |               |          | <b> </b>   |
|      | $ldsymbol{f f eta}$ |        |                | REPAS<br>FOOD T         | OTAL          | <u> </u> |  |
|      |                     |        |                | HST                     | /TPS          |          |  |
|      |                     |        | SOM            | ME PART<br>SUBT         | IELLE<br>OTAL |          |  |
|      |                     |        |                | -                       | /TVP          |          |  |
| _    | <u> </u>            |        | •-             |                         | OTAL          |          |  |
| NCCÔ | > 270               | 01 w   | ww.nation      | alchecking.co           |               | •        | <del></del>                                      |

BERNIIS BIG SLICE 1/3 SHANLY RD .--CAKOINAL. ON KOE 1EO Herchaul LF: U0000000526238 Tera 10: 09049273 84072076 Purchase Transaction Record 3 Interac AID: A00000002771010 Entry Hethod: Chip Batch#: 0 -94/13/17 RefU: 080073001953 Inv N. 201815 Appr Code: 13\$407 Acct: Chequine! lip: Total: 88 Approved, Thank You! Customer;Copy

5733 Carman Rd., RME Proguels, ON KOE 1769 LKU Tel: 613-652-4649 Box 439



8328

DATE CANDALY 20117 Customer Order# Customer Name: BOX 129 Address:\_ Tel: . Sold by ( On Acct. Cheque Charge Cash PRICE AMOUNT QUANTITY DESCRIPTION 7500 eptrurant Dept/Unit G/L Acct # Budgeted Approved By HST# 103357976 SUBTOTAL Payment due upon completion of lob.

2.6% per month charged on overdue accounts OWASHIP OF EDWARDS BURGHVAARDNAL H.S.T. TOTAL Received by:

5733 Oaiman Rd., Pagne Iroquols, ON KOE 1887 \ KO Tel: 613-652-4649

BOX 439



8309

DATE: Apr 13 2014 **Customer Order#** Customer Name: Folurards NOE IXO On Acct. Sold by (Initial of Employee) Cheque Charge PRICE AMOUNT DESCRIPTION QUANTITY 1083 00 Dept/Unit G/L Acct # RECEIVED **Budgeted** Approved By APR 24 201 TOWNSHIP OF EDWARDSBURGH/CARDIN 7 Po ٠٠, ١٠٠٠, ١٠ HST# 103357976 SUBTOTAL Payment due upon completion of job. 2.5% per month charged on overdue accounts. H.S.T. TOTAL Received by:

5733 Carman Rd., Property of the State of th



8400

| 00x 40                                | 7 · _5   | QUIF            | neni Fir               | <i>ļ</i> .    |   | ,                  | •                |
|---------------------------------------|--|-----------------|------------------------|---------------|---|--------------------|------------------|
| •                                     | Pro  | udly serving Ea | Stem Onixilo for 35 Yo | cars)         | DATE:                                   | 105/12             | 20/ <del>7</del> |
| Customer Ör                           | rder#  |                 |                        |               |   | 1                  |                  |
| Customer Na                           | ame: Edu                                       | Javas           | shurgh                 | $\mathcal{M}$ | anoll                                   | mal                |                  |
| Address:                              | ie Depo  | ntme            | nt o                   | 1             | X Ca                                    | ntre               |                  |
| Tel: St. P.                           | O Box E  | 29, 0           | sence                  | Wč            | lle D                                   | ntario_            | Ko≡              |
| Sold by                               |  | th              | Chèque                 | Ch            | arge:                                   | On Acct            | XX               |
| Dome                                  |  |                 |                        |               | X_                                      | ·                  | ]                |
| QUANTITY                              | DES  | CRIPTI          | ON                     |               | PRICE                                   | AMOU               | NT               |
| . 2 - 1                               | ·  | ¢ 7 m           | •                      | 3 * *         | *3° ·                                   |                    |                  |
| 5/10                                  | M  | hoe             |                        |               | 120                                     | 600                | ဏ                |
|                                       |  |                 | •••                    | •             |   |                    |                  |
|                                       |  |                 | •                      |               | REC                                     | <b>EIVED</b>       |                  |
|                                       |  |                 |                        | •             |   |                    |                  |
|                                       |  |                 |                        |               | APR                                     | 2 4 201            | 7                |
| 3                                     |  |                 |                        |               |   |                    |                  |
| Pn.                                   | FCFT   | 5-17            | -04-t                  | 9:            | TOW                                     | NSHIP O<br>URGH/CA | E DINIA          |
| -1-0-                                 |  |                 | •                      |               | 241111111111111111111111111111111111111 |                    | <u> </u>         |
|                                       | <del></del>                                    |                 |                        |               |   |                    |                  |
|                                       |  | ·               | 4                      | <b>-</b> 7 .  |   |                    |                  |
|                                       | Dept/Unit 1                                    | 谜友              | n Los-levo             | 4             |   |                    |                  |
|                                       | G/L Acct #                                     | O.              | 1245                   |               |   |                    |                  |
|                                       | Budgeted.                                      | * *             | 109                    |               |   |                    |                  |
|                                       | Approved By                                    |                 | BM                     |               |   |                    |                  |
|                                       | Treasury                                       | ·               | , <u></u>              |               |   |                    | ]                |
| ****                                  |  |                 |                        |               |   |                    |                  |
| HST# 103                              | 35797 <u>6</u>                                 |                 |                        |               | UBTOTAL                                 | 1000               | 00               |
| Payment due úpon<br>2.6% per month ch | adeq ou okotane seçon<br>adeq ou okotane seçon | ints:           |                        |               | H.S.T.                                  |                    | 00               |
|                                       | À  | • •             |                        | •             | TOTAL                                   | 100                | 20               |
| Received h                            | w· .   |                 |                        |               | 1.01ME                                  | 10010              | Ų                |

1. 1. 1. 1.



| •   | Proudly serving Eastern Ontario for 35 Years | DATE:        | aprille            | 2017        |
|---|--|--------------|--------------------|-------------|
| Customer Order#_  | x ,  | <u> </u>     | i i                |             |
| Customer Name:  | followordshurgh /                            | Cara         | linal              |             |
| Address: Five J   | Lipar time int                               | 18 Cx        | ntre               |             |
| ~ ~ ~   |  | ۸۷ ما        | 1 KN               | E)          |
| Tel: 5+, 7.0.6  | bx 129, Spincerul                            | (            | 21 1 2 2 2         |             |
| (initial of Employer)   | Cash Cheque C                                | harge        | On Acct.           | ר           |
| 1784WA7   | OFFICAL L                                    | PRICE        | AMOU               | 」<br>지구 - ] |
| QUANTITY  | DESCRIPTION                                  | PRICE        | MINIOU             | 141         |
| () //- 1  | 7  |              | 127.06             | _           |
| 18 12 mus 1   | Lhoe "                                       | 12000        | 1000               | <u> </u>    |
|   | 8:30-5                                       | PE           | CEIVE              | <b>)</b>    |
|   |  |              |                    |             |
| 173   | ) Restaurant                                 | APR          | <del>2 4 2</del> 0 | 47          |
| ·   |  | 701.3        | Z T Lu             | "           |
| 111111111111111111111111111111111111111                           |  | TOV          | VNSHIP C           | F           |
| DA # FC   | FN-17-04-09                                  | DWARDS       | BURGH/CA           | RDINA       |
| 1. 1. 1. L.   | ,d1  |              |                    |             |
|   |  |              |                    | 86060       |
| . Dept/Uni  | 1 M land sless                               | -            |                    |             |
| G/L Acct  |  |              |                    |             |
|   |  | -            | -                  |             |
| Budgete   | d 949  | <del> </del> |                    |             |
| Approve   | d By   | <u> </u>     |                    | •.          |
| Treasur   | y  | <b> </b>     | •                  | ٠.٠         |
|   | <u> </u>                                     |              |                    |             |
| 1. (  | ·  |              |                    |             |
| HST # 103357976   | job.   | SUBTOTAL     | 1020               | $\infty$    |
| Payment due upon completion of<br>2.5% per month changed on often | due accouhis.                                | H.Ş.T.       | 132                | 60.         |
| I   |  | TOTAL        | 1152               | 60          |

5733 Carman Rd., Refe 2 Iroquois, ON K0E 440-1 KO Tel: 613-652-4649 Box 439



8376

EQUIPMENT LTD.

Proudly serving Baylern Ontails for 35 Years!

|   | ا م   |               |   | <u> </u>    | 2017        |
|---|---|---------------|---|-------------|-------------|
| Customer Or                                     | der# Edular                                     | idshirah/(    | ardin   | <u> 20</u>  |             |
| Oustomer Na                                     |   | armient       |   |             |             |
| Address: 17                                     | ownship of E                                    | duardsburg    | h/Ca  | rdina       | <u>l</u>    |
| Tel: 18 Ce.                                     | Atre St. POBO                                   | x 129, Spance | rville, Di  | N'IYUE      | 110         |
| Sold by<br>(Initial 16 Emplo                    | yee) Cash                                       | Cheque Ch     | narge /   | On Acct     | <u>.</u>    |
| Danni   | YK  |               | X   |             |             |
| QUANTITY  | DESCRIP   | TION :        | PRICE   | AMOU        | NT          |
| . /.  | + - 4   |               |   | 1.20        | 067         |
| 8 1/2h  | o hu h  | <u> </u>      | 190.  | 1090        |             |
|   |   |               |   |             |             |
|   |   |               | DDC   |             | <u> </u>    |
|   | 1130 Kes  | Sourant       | HEC   | EIVED       |             |
| . <u>,                                     </u> |   |               |   |             |             |
|   |   |               | APR   | 2 4 201     | 7           |
|   |   |               | TOW   | AD PIRE     |             |
|   |   | EL TOUL A C   | WARDSBI   | IRGH/CAR    | DINALL      |
| 40.   | FC-11-1   | 1-04-()4      | <u> </u>  |             | 97          |
|   | Dept/Unit 15                                    |               | <del>                                     </del>  |             | <u> </u>    |
|   | G/L Acct #                                      | thickstop     | <b>.</b>  |             | ¥88         |
| • '   | ,   | 01-1945       | <b>;</b>  | <del></del> | ,           |
| <del> </del>                                    | Budgeted  | yey .         |   |             |             |
| <u> </u>  | Approved By                                     | - BM          |   | *.          | SERWITE TO  |
|   | Treasury  | e.            |   |             |             |
| HST# 4033                                       | 15707Ř  |               | WARDSBI<br>WARDSBI<br>BUBTOTAL<br>H.S.T.<br>TOTAL | 1000        | 00 3        |
| Daniel debugge                                  | completion of job. Exaged on oversing accounts: | 5             | SUBTOTAL  | 1020        | WIEDER N    |
|   |   |               | н.ъ. і.   | 152         |             |
| Received b                                      |   |               | TOTAL   | 1152        |             |
| L   | -   |               |   |             | <del></del> |

5733 Carman Rd., 17.1.2 Iroquois, ON 17.1.613-652-4649

•



8375

Tel: 613-652-4649 EQUIPMENT I Customer Order #. Customer Name: Fire dwardsburgh/cardinal BOX129 Spencerville, ON, KOEIXC Sold by Chaque Charge On Acct. **AMOUNT** PRICE DESCRIPTION QUANTITY Lyecause RECEIVED Kestourant APR 2 , ; ;<u>ç</u> TOWINDIT OF TOWINDING OF TOWING TOWNSHIP OF Deptionit. Budgeted HST#103337876d By Payment due upon completion of leb. 2.5% per month in aniso an overques SUBTOTAL H.S.T. TOTAL Received by:

w.1

| Dept: PUBLIC WORKS                    | Employ             | ee Nam               | e: W                                  | אכירות   | e              | rex                                    | ह्या १              | e  |  |  |
|---------------------------------------|--------------------|----------------------|---------------------------------------|--|----------------|--|---------------------|--|--|--|
| PP#                                   | From:              | Apri                 |                                       | 201  | 7              | To: AR                                 | 11                  | 14 2017  |  |  |
| WORK DESCRIPTION                      | SAT                | SUN                  | MON                                   | TUE  | WED            | тни                                    | FRI                 | OFFICE TOTALS  |  |  |
|                                       |                    |                      |                                       | 12.22.2.1.1.1  | 11 22 22 24    |  |                     |  |  |  |
| Off Duity                             |                    |                      |                                       |  |                | ************************************** | Ž aria              |  |  |  |
| SECTION 1: VEHICLE/EQUIPMENT - INSERT |                    |                      |                                       |  |                |  | 102 25 MG           | E  |  |  |
| coaders or ger                        | 2000               | No.                  | 2033                                  |  |                | 3000 81, 2<br>3000 81, 2               |                     |  |  |  |
| Tractor/Mower                         | na acard           | ASSES LONG           | 0166.633                              | 10454575   | . vessani      | 363                                    | 20 and              |  |  |  |
| Grader 1 or 2                         | <b>******</b>      |                      | 22(3)                                 |  |                | Merica.                                |                     |  |  |  |
| Backhoe                               | 1514,51150.5       | A 122, 100           | 161846                                | e Adole IX S   |                | 3024345                                | X 5 5 5 10 5 5      | vártuálka v szászaszasza est   |  |  |
| Holder                                | 1.7-121            | 33,500,9             | A                                     | 1000   |                | 100 h                                  | 10 Mary             |  |  |  |
| Chipper 1 or 2                        | 10000 000          | 3 6 2 6 7 1 1 1 1 1  | 03.010.59.44                          |  | . Avutai       | 565 m 56                               | 35                  | sas es maiores es acción   |  |  |
| Truck (lecord #under day)             | \$1000             | 36.142%              |                                       | I W  | 25.20          | 89 7                                   | <u>```</u> }`       |  |  |  |
| Shovel (Volvo)                        |                    |                      |                                       |  | <u></u>        | <u> </u>                               | L                   |  |  |  |
| SECTION 2: INSERT THE # OF HOURS V    |                    |                      |                                       |  | HY             |  | ···.                |  |  |  |
| Colivert Bridge                       | 36 AK              | 1, 1, 2              |                                       | :  | <u> </u>       | ·> ;                                   |                     |  |  |  |
| Shop                                  |                    | 5/4/01-30-           | 121242.                               | Second Second  | 14827.75       | 73 . 2024                              |                     |  |  |  |
| Safety                                |                    | ANN N                |                                       |  |                | 50000                                  |                     |  |  |  |
| Roadside                              | 22 1 24 1          | 2 30203 1            | week to s                             | 5  | 200            | 2332 3                                 |                     | . (1) 2 . 1  |  |  |
| Haldrope                              | 别的地路               |                      | * 1 S                                 | Contraction of the Contraction o | <b>4</b>       | ₩ <b>∂</b> €                           | 14.60               | Mariner roger  |  |  |
| Loosetop                              |                    | 20.102.0.5           | en de de de de de                     |  | 13-13-54       | 4                                      | रीत करते.<br>संस्था |  |  |  |
| Winter Control                        | F 3 3 3            | 200                  |                                       | 35.07.2  |                |  | 300                 |  |  |  |
| Landfill                              | 4 12 Y . 21 Y      | 19 30 3              | - 1821 - 152                          | (10/2001 No. 3   | 1 2 2 1 - 2 mg | linair.                                | ******              | 10.0   |  |  |
| Recreation                            | <b>130000</b>      |                      |                                       |  | 的特別            |  |                     |  |  |  |
| Water                                 |                    | 3 3.3 39             | atem estate                           | ta da damento  | 131213141      | 0.00000                                | 12001               |  |  |  |
| Wastewater                            | A STATE OF         |                      |                                       |  | de trace       | W. C. C.                               | X 2 3 5             | ACRES MANAGER  |  |  |
| Drainage                              |                    |                      |                                       | <u> </u>   |                |  |                     |  |  |  |
| Vehicle Maintenance                   | 4 - 11 4 - 21 - 25 | - No. 91 - 2 - 2 - 2 | · · · · · · · · · · · · · · · · · · · | 340545355  | 300 3 2 2      | 6                                      | er sa valen         |  |  |  |
|                                       |                    |                      |                                       | 3.00   | Arthrite.      | 4.7.19 M                               | 100                 |  |  |  |
| SECTION 3: HOLIDAYS / SICK DAYS / PE  | RSONA              | LTIME                | 2900 d a 3 10                         | Paratra a  | 10.000         | [a to take a st                        |                     | 6  |  |  |
| Vacation (Holldays)                   | 100 m              |                      |                                       |  |                | Acres 1975                             | S. 18               | Antonio de productivos de la compansión de la compansión de la compansión de la compansión de la compansión de |  |  |
| Sick Day                              |                    |                      |                                       | 11.35  |                |  | 1                   |  |  |  |
| Stafffolday                           | 4466               |                      |                                       |  | 2000           |  | 8                   |  |  |  |
| Floater Hours                         |                    |                      |                                       |  |                |  |                     |  |  |  |
| Rersonal Houre                        | ****               |                      |                                       |  | 1,025          |  |                     |  |  |  |
| Banked Hours Used                     | 27 22 62 St. V 22  | 30-a -M 1 103        | 4 We 6 3 TO                           |  |                |  | - 2 E - 22 E E      |  |  |  |
|                                       |                    | KO,V,E               | ATIM                                  | 压的数  |                |  | 19.9                | Arm Age  |  |  |
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| 22572 A                               |                    | 15                   | 3                                     |  |                |  |                     |  |  |  |
|                                       |                    |                      |                                       |  |                |  |                     |  |  |  |
| EMPLOYEE                              |                    |                      |                                       |  | Regular        | Hours                                  |                     | 40   |  |  |
|                                       |                    |                      |                                       |  | OT Hou         | rs to be                               | Paid                | 10   |  |  |
| noothy.                               |                    |                      |                                       |  | OT Hou         | rs to be                               | Banked              |  |  |  |
| SUPERVISOR                            |                    |                      |                                       | İ  | Cáil in /      | Call Bac                               | k                   | #  |  |  |
| Due Payto                             |                    |                      |                                       |  | Meal All       | lowance                                |                     | # \ .  |  |  |

| Dept: Fire Dept              | Emplo        | yee Nan  | ne: (            | non   | au l                    | JAOP  | t_ 1                        |                 |
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| PP#                          | From:        | April 8, |                  |   | 0                       | To: Ap  | ril 14, 20                  | WIL             |
| WORK DESCRIPTION             | SAT          | SUN      | MON              | TUE   | WED                     | THU   | FRI                         | OFFICE TOTALS   |
|                              | 8            | 9        | 10               | 11  | 12                      | 13  | 14                          |                 |
| REGULAR HOURS                | * 070 Y      |          |                  |   | 4.                      |   |                             |                 |
| REGULAR HOURS                | is beginning |          |                  |   |                         |   |                             | •               |
| 730 Truck Stop Investigation |              |          | <b>→</b>         |   | 14                      |   |                             |                 |
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|                              |              |          |                  |   | 7 90000                 |   |                             |                 |
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|                              |              |          |                  |   |                         |   | •                           |                 |
| EMPLOYEE SIGNATURE           | )<br>)<br>)  | <u> </u> |                  |   | Regula                  | r Hours   |                             | 4               |
|                              | 20°°         | 1-16     | e e              |   | OT to be Paid           |   |                             |                 |
| SUPERVISOR                   |              | •        |                  |   | OT to b                 | e Banke   | d                           |                 |

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| - C.121  | <del> </del>   |                          | ed of TC               | ┫                        | $\sim$       | J.Ka   | 1000   | 64                | Mank Bruce.                  |
| 7,01   | <del> </del>   | Hours                    | Jegular<br>Regular     | -                        | <del></del>  | <del>- '</del>                                   | 1  | <del>    </del>   | APLOYEE SIGNATURE            |
|  |  |                          | -                      | ļ. —                     | <del> </del> | -  |  | <del> </del>      | -                            |
|  |  |                          |                        | <b>;</b>                 | †            | <del>                                     </del> | <del>                                     </del> | <del>  -</del>    |                              |
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| The Albert State of S |  |                          |                        |                          |              |  |  |                   |                              |
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|  |  | Andrews<br>Tolkens       | 20 VIII (10 C)         | estidentis<br>Properties |              |  |  |                   |                              |
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|  | 5  | 7.                       | *****                  |                          | L            | : <u> </u>                                       |  |                   | 730 Truck Stop Investigation |
|  |  |                          |                        |                          | ***          |  |  |                   |                              |
| general de la companya de la company |  |                          |                        |                          |              | Andrijania<br>Anggaran                           |  | ALVIER<br>RESIDEN | HEGITVH HONHS                |
|  | 71   | 13                       | SI                     | 11                       | OF           | 6  | 8  |                   |                              |
| OFFICE TOTALS  | IH3  | UHT                      | MED                    | BUT                      | МОМ          | NUS  | TAS  |                   | MOBK DESCRIBLION             |
|  | 11 14, 20.   | <u>بالركا</u><br>To: Api | _                      | derk                     | 1            | <b>nal/j ee</b> y<br>,8 litqA                    |  |                   | Dept: Fire Dept<br>PP#       |

| Dept: Fire Dept              | Vai                                 | Da          | J4/  |          |          |                       |                        |                                       |
|------------------------------|-------------------------------------|-------------|------|----------|----------|-----------------------|------------------------|---------------------------------------|
| PP#                          | From:                               | April 8,    | 2017 | <u> </u> |          | rii 14, 20            | 17                     |                                       |
| WORK DESCRIPTION             | SÄT                                 | SUN         | MON  | TUE      | TUE WED  | THU                   | FRI                    | OFFICE TOTALS                         |
|                              | 8                                   | 9           | 10   | 11       | 12       | 13                    | 14                     |                                       |
| REGULAR HOURS                |                                     |             |      |          |          |                       |                        |                                       |
|                              |                                     |             | VV-  |          |          |                       |                        | •                                     |
| 730 Truck Stop Investigation |                                     | 11.12.11.11 |      | _م_      | 3        | 13131 33              |                        |                                       |
|                              | 71.00                               |             | XXX. |          |          | 64 565 E.<br>200 Sept | - 1. i.s.              |                                       |
|                              |                                     |             |      |          |          |                       |                        |                                       |
|                              |                                     |             |      |          |          | Askaria<br>Masa sa    | 2 34                   |                                       |
|                              |                                     |             |      |          | )        |                       | Kada a sa<br>Marata (M |                                       |
|                              |                                     |             |      |          |          |                       |                        | <del>ang kang kerik</del>             |
|                              |                                     |             |      |          |          |                       |                        |                                       |
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|                              |                                     | ÓΨ          |      |          |          |                       |                        |                                       |
|                              |                                     |             |      |          |          |                       |                        |                                       |
| EMPLOYEE SIGNATURE           | ~~~                                 | <u> </u>    |      |          | Regular  | Hours                 |                        | 9                                     |
|                              | $\mathbb{O}_{\omega_{\mathcal{D}}}$ | You         | ~    |          | OT to be | Paid                  |                        | · · · · · · · · · · · · · · · · · · · |
| SUPERUSOR .                  | •                                   |             |      |          | OT to be | Banke                 | d                      |                                       |
| My Mer.                      |                                     |             |      |          | -        |                       |                        |                                       |

| Dept: Fire Dept              | 1.                                       |          |     |                      |                                 |                    |                           |               |  |  |  |
|------------------------------|--|----------|-----|----------------------|---------------------------------|--------------------|---------------------------|---------------|--|--|--|
| PP #                         | From:                                    | April 8, |     | ahn                  | ) (                             |                    | ril 14, 20                | 017           |  |  |  |
| WORK DESCRIPTION             | SAT                                      | SUN      | MON | TUE                  | WED                             | THU                | FRI                       | OFFICE TOTALS |  |  |  |
|                              | 8  | 9        | 10  | 11                   | 12                              | 13                 | 14                        |               |  |  |  |
| REGULAR HOURS                |  |          |     |                      |                                 |                    |                           |               |  |  |  |
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| 730 Truck Stop Investigation |  |          |     | _                    |                                 | 7.5                |                           |               |  |  |  |
|                              |  | AN AN    |     | 1979 A.A.<br>17 Mari |                                 |                    | 197 jil 1<br>144 jil 1    |               |  |  |  |
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|                              |  |          |     | XXXX<br>XXXX         |                                 |                    | 5. 5. 1884<br>282 286 797 |               |  |  |  |
|                              |  | K. C. C. |     |                      |                                 |                    |                           |               |  |  |  |
|                              |  |          |     |                      |                                 |                    |                           |               |  |  |  |
|                              |  |          |     |                      | i nerri<br>pik very<br>properti |                    |                           |               |  |  |  |
|                              |  | (0,V)    |     | IE .                 |                                 |                    |                           |               |  |  |  |
|                              |  |          |     |                      |                                 |                    |                           |               |  |  |  |
| EMPLOYEE SIGNATURE           | 00)                                      | Ja.      |     | <del></del>          | Regular<br>OT to be             |                    |                           | 7.5           |  |  |  |
| Superinson                   |  | - IWU    |     |                      | OT to be                        |                    | 1                         |               |  |  |  |

| Dept: Fire Dept  | 1.0                    | Malcomeson  |                     |                    |          |       |                                   |  |  |  |  |
|--|------------------------|-------------|---------------------|--------------------|----------|-------|-----------------------------------|--|--|--|--|
| PP # ·   | From:                  | April 8,    | 2017                | 11-2-2             |          |       | ril 14, 20                        |  |  |  |  |
| WORK DESCRIPTION   | SAT                    | SUN         | SUN MON             | TUE                | WED      | THU   | FRI                               | OFFICE TOTALS  |  |  |  |
|  | 8                      | 9           | 10                  | 11                 | 12       | 13    | 14                                |  |  |  |  |
| REGULAR HOURS  |                        |             |                     |                    |          |       |                                   |  |  |  |  |
|  |                        |             |                     |                    |          |       |                                   |  |  |  |  |
| 730 Truck Stop Investigation   |                        |             |                     |                    |          | ا ف   | 5                                 |  |  |  |  |
|  |                        | 000 g       | Maryoriy<br>Maryori |                    |          |       | r ja design<br>er E., er .        |  |  |  |  |
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|  |                        |             |                     |                    |          |       |                                   | <b>V</b>   |  |  |  |
|  |                        |             |                     |                    |          |       |                                   | <u> </u>   |  |  |  |
|  |                        | (6 <u>)</u> | 1857/1              |                    |          |       |                                   | Marie and the second se |  |  |  |
|  | ,                      |             |                     |                    |          |       |                                   |  |  |  |  |
| EMPLOYEE SIGNATURE  Pub lucion \$2   | \                      | <u> </u>    |                     |                    | Regular  | Hours | <del> </del>                      | 1.1  |  |  |  |
| MOWINE P   | $\mathcal{Q}_{\infty}$ | Hou         | $\sim$              |                    | OT to be | Paid  |                                   |  |  |  |  |
| SUPERVISOR Jan   |                        | •           |                     |                    | OT to be | Banke | <b>d</b>                          |  |  |  |  |

| Dept: Fire Dept                      | Employee Name: Man Hoore |                                |       |                   |               |  |                         |                                   |  |  |  |  |
|--------------------------------------|--------------------------|--------------------------------|-------|-------------------|---------------|--|-------------------------|-----------------------------------|--|--|--|--|
| PP#                                  | From:                    | April 8,                       |       |                   | <del></del>   | То: Ар                                       | ril 14, 20              | 17                                |  |  |  |  |
| WORK DESCRIPTION                     | SAT                      | SUN                            | MON   | TUE               | WED           | THU  | FRI.                    | OFFICE TOTALS                     |  |  |  |  |
|                                      | 8                        | 9                              | 10    | 11                | 12            | . 13   | 14                      |                                   |  |  |  |  |
| REGULAR HOURS                        |                          |                                |       | ******<br>******  |               |  |                         |                                   |  |  |  |  |
|                                      |                          |                                |       |                   |               |  |                         |                                   |  |  |  |  |
| 730 Truck Stop Investigation         | <u></u>                  |                                | 8     | 8                 | 8             | 8  | 8                       |                                   |  |  |  |  |
|                                      |                          |                                |       |                   |               | Salas in the                                 | e e d'alla<br>de l'ella |                                   |  |  |  |  |
|                                      |                          |                                |       |                   |               |  |                         |                                   |  |  |  |  |
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|                                      |                          |                                |       | e die<br>Nacional |               |  | alphariate<br>Received  |                                   |  |  |  |  |
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|                                      |                          |                                |       |                   |               |  |                         |                                   |  |  |  |  |
|                                      |                          | . OVI                          | Rivin | ie (              |               |  |                         | Annual of Manual Language Control |  |  |  |  |
|                                      |                          |                                |       |                   |               |  |                         |                                   |  |  |  |  |
| EMPLOYEE SIGNATURE                   |                          |                                | اا    |                   | Regular Hours |  |                         |                                   |  |  |  |  |
| SUPERVISOR PROPERTY AND A SUPERVISOR | dric                     | $\mathcal{N} \sim \mathcal{N}$ | مك    | /                 |               | OT to be Raid                                |                         |                                   |  |  |  |  |
| BOI LIVIGOR                          | ed b                     | wh.                            |       |                   | OT to be      | Banked                                       | <u> </u>                |                                   |  |  |  |  |

| Dept: Fire Dept              | Emplo    | yee Nar   |          |              |          |                    |            |               |
|------------------------------|----------|-----------|----------|--------------|----------|--------------------|------------|---------------|
| PP #                         | From:    | April 8,  | 2017     | <del> </del> |          | To: Ap             | ril 14, 20 | 17            |
| WORK DESCRIPTION             | SAT      | SUN       | MON      | TUE          | WED      | THU                | FRI        | OFFICE TOTALS |
|                              | 8        | 9         | 10       | 11           | 12       | 13                 | 14         |               |
| REGULAR HOURS                |          |           |          |              |          |                    |            |               |
|                              |          | \$100,000 | a        | 0            |          | 7 /                |            |               |
| 730 Truck Stop Investigation |          |           |          |              |          | 1.0                | 3          |               |
|                              |          |           |          |              |          |                    |            |               |
|                              |          |           |          |              |          |                    |            |               |
|                              |          |           |          |              |          |                    | ]          |               |
|                              | V. 7.4.5 |           |          |              |          | ``*\`\\<br>`!:\!\\ |            |               |
|                              |          |           |          |              |          |                    |            |               |
|                              |          |           |          |              |          |                    |            |               |
|                              |          | , ovi     | ajaja ji |              |          |                    |            |               |
|                              |          |           |          |              | ·        |                    |            |               |
| EMPLOYEE SIGNATURE           |          | 1 1       |          |              | Regular  | Hours              |            | 29.5          |
| Thin yarden \$               | )OO_     | ak)       | w        |              | OT to be |                    |            |               |
| SUPERVISOR                   |          |           |          |              | OT to be | Banke              | d          |               |
| 11 WINU                      |          |           |          |              |          |                    |            |               |

| Dept: Fire Dept              | Employee Name: Nashail |   |      |       |  |                         |   |  |  |  |  |  |  |
|------------------------------|------------------------|---|------|-------|--|-------------------------|---|--|--|--|--|--|--|
| PP#                          | From:                  | April 8,  | 2017 |       | ************************************** |                         | rii 14, 20  | 2017   |  |  |  |  |  |
| WORK DESCRIPTION             | SAT                    | SUN   | MON  | TUÉ   | WED                                    | THU                     | FRI   | OFFICE TOTALS  |  |  |  |  |  |
|                              | . 8                    | 9   | 10   | 11    | 12                                     | 13                      | 14  |  |  |  |  |  |  |
| REGULAR HOURS                |                        | 533 (633 63)<br>(433 63 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 |      |       |  |                         |   | and the second s |  |  |  |  |  |
|                              | 7                      |   |      |       |  |                         |   |  |  |  |  |  |  |
| 730 Truck Stop Investigation | <u></u>                |   | 7    | 8     | 4                                      | 7.5                     | 5.  |  |  |  |  |  |  |
|                              | y/                     |   |      |       |  |                         |   | 4.3420 (6.42)  |  |  |  |  |  |
|                              |                        |   |      |       |  | 41.84<br>11.34<br>12.44 |   |  |  |  |  |  |  |
|                              |                        |   |      |       |  |                         |   |  |  |  |  |  |  |
|                              |                        |   |      |       |  |                         | esti elik<br>Roje vereg   |  |  |  |  |  |  |
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|                              | 200                    |   |      |       |  |                         |   |  |  |  |  |  |  |
|                              |                        |   |      |       |  |                         | Name of the state |  |  |  |  |  |  |
|                              |                        | o v   |      | iji v |  |                         |   |  |  |  |  |  |  |
|                              |                        |   |      |       |  |                         |   |  |  |  |  |  |  |
| MPLOWEE SIGNATURE #          | )C60                   | lla   |      | ,, -  | Regular                                |                         |   | 31.5   |  |  |  |  |  |
| SEPPERVISOR                  | × •                    | ron   | عد   |       | OT to be                               |                         |   |  |  |  |  |  |  |
| Per/lle                      |                        |   |      |       | OT to be                               | Banked                  | <del> </del>  |  |  |  |  |  |  |

|  |                    |                | <u>:</u> : .                          |
|--|--------------------|----------------|---------------------------------------|
| · · · · · · · · · · · · · · · · · · ·  | ire Investigation  | 730 Trucksto   | P                                     |
|  |                    |                | A.G.                                  |
| Tim Yandeau  | Mon 04-10-17       | 8am - 6pm      | -94 hrs                               |
|  | Tuesday 04-11:-17. | 8am - 5pm.     | 8 h 1.5.                              |
|  | Thursday 04-13-17. | 80m-430.pm     | 7.5hm                                 |
|  | Friday :04-14-17:  | Ban-2pm        | 5 hrs                                 |
|  |                    | Total 4        | 29.5 hrg2                             |
|  | 1 m                | 0 4            |                                       |
| Josh hahaie  | Mon 04-10-17       | Bam-Hpm        | 7. hrs                                |
|  | Tue of -11-17      | :8am-5pm       | Bhis<br>II bu                         |
|  | Wed 04-12-17       | Barn = 12 pm.  | - 4 his<br>7.5                        |
|  | Thur 04-13-17      | 8am4:30        | 5.hrs                                 |
|  | Fri .04-14-17      | Bam - 2 pm     | 31.5 http                             |
| M L D  | May of 10-17       | 8am-4pm        | 7 1/13                                |
| Mark Bruce   | Mon 04-10-17       | Bam - 4:30 pm. | 7.5 hts                               |
|  | Fri: 04-14-17      | 8am - 2pm.     | 5 hrs.                                |
|  | P11. 22 71 P1      | Totalination   | ביין פעין שו פון איניים ויים          |
| and the second s |                    | 10101          | · · · · · · · · · · · · · · · · · · · |
| Dan Davy   | Tues 04-11-17      | : 10am - 5pm   | 6 hrs                                 |
|  | Wed 04-12-17.      | 8am - 11pm     | 3 1/7.                                |
|  |                    | Jotal          |                                       |
|  |                    |                |                                       |
| George Grant   | Wed 04-12-17.      | 8am=12pm       | . This's                              |
|  |                    |                |                                       |
| Phil Malcomson   | Thurs 04-13-17     | 9:30 - 4:30    | . 6hrs .                              |
|  | . Friday 04-14-17  |                | 5. hrs                                |
|  |                    | Total          | - Marky                               |
|  |                    |                |                                       |
| Tony Sumeau  | 1 hors 04-13-17    | oam-4120       | To harty                              |
| Brian Moore  | m. 64-10-17        | 8am-5pm        | 8 hrs                                 |
| Brian 1100te   | Tue 04-11-17.      | 8am-5pm        | B hy                                  |
| •  | Wed 04-12-17       | 8am - 5pm      | 8 hr                                  |
|  | Tho: 04:13-17      | Bam-5pm        | 8 hr                                  |
| • • •  | Fri 04-14-17       | 8am-5pm        | 8 km                                  |
|  |                    | Total          | ·                                     |
|  |                    |                | 1                                     |
| Total hours  | for Investigation  | 152 hrs        |                                       |

Total hours for Investigation 152 hrs

Labour Halle Don Miles

Chief Reg. Rote.

|            | Yandeau Tim | Windsor Brad | West Steven | Vanderzwet Peter | Vanderzwet Amber | Van Camp Graham | Roberts Steve | Patrick Kevin | Oatway Cody | Moore Brian | Longton Kyle | Grant Dave | Emmerson Matt | Douglas Clinton | Bedor Aaron |    |     |      | Fire Calls April 2017 | •                            | ECFD 2017 |
|------------|-------------|--------------|-------------|------------------|------------------|-----------------|---------------|---------------|-------------|-------------|--------------|------------|---------------|-----------------|-------------|----|-----|------|-----------------------|------------------------------|-----------|
| 0          | ,           |              | 1           | 0                | 0                | 1               | 0             | 0             | 1           | 1           | 0            | 1          | 0             | -1              | 0           | 04 | 02  | 2007 |                       | Public Assist                | 33        |
| ^          | 0           | 0            | 0           | 0                | 0                | M               | 0             | 1             | 0           | 1           | 0            | 0          | 0             | 0               | 0           | 04 | 06  | 17   |                       | Medical Assist 341 new St    | 34        |
| -2         | <b>ξ</b> ω  | 0            | 3           | 0                | 0                | 3               | 0             | 0             | 3           | . 3         | 0            | 0          | 0             | ĆΥ              | 3           | 04 | 80  | 17   |                       | Mutual Aid AFD 7500 CR 21    | 35        |
| <b>E E</b> | , OT        | 16           | 8,5         | 0:1              | ρij              | ର୍ଜ             |               | 133           | ō           | 18          | 12           | Ö          | 9             | 15              | 8.<br>57~   | 04 | -08 | 17   |                       | Fire-730-Truck Stop          | 36        |
| ٥          | 0           | 2            | 2           | 0                | 0                | 2               | ٥             | 0             | 0           | 0           | 0            | 0          | 0             | 0               | 6           | 04 | 10  | 17   |                       | Mutual aid 5666 Skakum RD    | 37        |
|            | 1 -         | 0            | 1           | 0                | 1                | 1               | 1             | 0             | 0           | 1           | 1            | 0          | 0             | 0               | 0           | 04 | 11  | 17   |                       | Vehicle Fire 401 WB @ MM 732 | 38        |
| 19.0       | 2.5         | 2.5          | 2.5         | 0                | 0                | 2               | 2.5           | 0             | 2,5         | 2.5         | 0            | 2.5        | 0             | 0               | b           | 04 | 15  | 17   |                       | Brush Fire 68 Frederick St   | 39        |
| U          | 0           | -            | 0           | 0                | 0                | W.              | 0             | 1             | 0           | 1           | 0            | 0          | 0             | 0               | 0           | 04 | 24  | 17   |                       | Medical Assist 628 East St   | 40        |
| _          | 0           | Q            | 0           | 0                | 0                | ₹               | 0             | 0             | 0           | 1           | 0            | 0          | 0             | 0               | 0           | 04 | 25  | 17   |                       | Medical Assist 959 Reid St   | 41        |
| ပ          | 0           | 0            | 0           | 0                | 0                | 0               | 0             | 0             | 0           | 1           | 0            | 1          | 0             | 1               | 0           | 04 | 2   | 8 17 |                       | Vehicle Fire 401 WB @ MM 718 | 42        |
|            |             |              |             |                  |                  |                 |               |               |             |             |              |            |               |                 |             |    |     |      |                       |                              |           |
| 230        | 22.5        | 22,5         | 19          | 0                | 1                | 24              | 14.5          | 13            | 16.5        | 29.5        | 13           | 19.5       | 9             | 20 .            | 11.5        | To | ota | al   |                       |                              |           |



TABLE 1
PARACEL LASGRATORIES LTD.
WORKGRDER: 1715128
REPORT DATE: 04/17/2017

CLIENT: David Brown Construction ATTENTION: Rodger Duff PRDIECT: 730 Youck Stop REFERENCE: Standing Offer

| Parameter                            | Units     | MOL      | Regulation   | Semple                 |
|--------------------------------------|-----------|----------|--------------|------------------------|
|                                      |           |          |              | 04112017<br>1715128-61 |
| Sample Date (m/d/y)                  |           |          | Select Reg   | 04/11/2017 09:30 AM    |
| General Inorganics                   |           |          |              |                        |
| 600                                  | ⊱ me/L    | 2        | REGS         | 818                    |
| Cyanide, total                       | mg/L      | 0.01     | REGS         | 0.03                   |
| ph                                   | atin's Ha | 0.1      | REGS         | 310.6 9 day            |
| Phenotics                            | me/L      | 0.001    | REGS         | 73.42 36°              |
| Phosphorus, total                    | .mg/L     | 0.01     | REGS         | 0.34                   |
| Total Surpensed Solds                | me/L      | 2        | REGS         | *5170 ****             |
| Total Kjeldahi Nitrogen              | me/L      | 0.1      | REGS         | 41.9                   |
| Anlens                               |           |          |              |                        |
| Flueride                             | me/L      | 0.1      | REGS         | (10,01) ON             |
| Metals - Tatal                       |           |          |              |                        |
| Animony                              | m/e/L     | 0.001    | REGS         | 0.513                  |
| Assenic                              | mg/L      | 0.01     | REGS         | ND (0.01)              |
| Cadmium                              | me/L      | 0.001    | REGS         | ND (0.001)             |
| Chreatum                             | mg/L      | 0.05     | REGS         | ND (0.05)              |
| Cobalt                               | mg/L      | 0.001    | REGS         | 0.004                  |
| Copper                               | rag/L     | 0.005    | REGS         | 0.053                  |
| read 0                               | mg/L      | 0.001    | REGS         | 0.007 0                |
| CEAG -                               | mg/L      | 0.0001   | REGS         | NO (0,0001)            |
| Mercury Melybdenum 🗢                 | mg/L      | 0.005    | ZEGS REGS    | 0,162 0                |
|                                      |           | 0.005    | REGS         | ND (0,005)             |
| Hidel                                | mg/L      | 0.005    | REGS         | HD (0.005)             |
| Selenium                             | mg/L      | 0.001    | REGS         | ND (0,003)             |
| Silver                               | ITUE/L    | 0.02     | REGS         | 0.17                   |
| tinc                                 | UA/I      | <u></u>  |              | V.17                   |
| Volutiles                            |           | 0.000    | REGS         | Ø\$\$€0138.##          |
| Derucae Secretaria Contra Secretaria | mg/L      | 0.0005   |              |                        |
| Chloroform                           | mg/L_     | 0.0005   | 8665         | ND (0.0005)            |
| 1,4-Dichlorobensene                  | mg/L      | 0.0005   | REGS<br>REGS | ND (0.000s)            |
| Ethybeatene                          | mg/L      | 0.0005   |              |                        |
| Methylene Chloride                   | me/L      | 0.0050   | REGS         | MD (0.0050)            |
| 1,1,2,2-Tetrachloroathana            | mg/L      | 0.0005_  | REGS_        | ND (0.0005)            |
| Tetrachloroethylene                  | mt/L      | 0.0005   | REGS         | HD (0.0005)            |
| Tolvena                              | me/L      | 0,0005   | Args         | 11 Q 574 E             |
| Trichloroethylene                    | mg/L      | 0.0005   | REGS         | ND (0.000S)            |
| oX/me                                | mz/L      | 0,0005   |              | 20.176                 |
| Hydrocorbons                         |           | <u>_</u> | <u> </u>     |                        |
| aldetage/Vernins ,excanD & EO        | mg/L      | 0.5      | REGS         | 6.2                    |
| OI & Grease, mineral/synthetic       | mg/L      | 0.5      | REGS         | 1.6                    |
| Oli & Greate, total                  | mg/L      | 0.5      | REGS         | 7.8                    |
| PCBs                                 |           |          | <u> </u>     |                        |
| PCBs, total                          | ug/L      | 0.05     | REGS         | ND(0.05)               |

# TAB J



DISTRICT OF ONTARIO DIVISION NUMBER: 12 OSB NUMBER: 33-165647 **OFFICE NUMBER: 334729-001**  SUPERIOR COURT OF JUSTICE In Bankruptcy and Insolvency

#### IN THE MATTER OF THE RECEIVERSHIP OF:

730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc.

### FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

As at April 10, 2019

| RE  | CEIPTS  |     |              |     |              |
|-----|---|-----|--------------|-----|--------------|
| 1   | Realization of assets: - Net proceeds from the sale of the Real Property known as |     |              |     |              |
|     | 2085 Shanly Road, Cardinal, Ontario   | \$  | 1,620,934.32 |     |              |
|     | - Net proceeds from sale of equipment (730 Holdings Inc.)                         |     | 24,688.95    |     |              |
|     | - Net proceeds from sale of inventory (2362655 Ontario Inc.)                      |     | 661.05       |     |              |
|     | - HST refund  |     | 1,464.65     | \$  | 1,647,748.97 |
| 2   | Miscellaneous:  | _   |              | _   |              |
|     | (a) Rental income   |     | 122,302.98   |     |              |
|     | (b) Public utilities refund   |     | 2,371.30     |     |              |
|     | (c) Advance from secured creditor (BDC)   |     | 50,000.00    |     | 174,674.28   |
| 3   | Harmonized sales tax  | _   | _            |     | 17,463.23    |
| то  | TAL RECEIPTS  |     |              | •   | 1,839,886.48 |
| DIS | BURSEMENTS  |     |              |     |              |
| 4   | Fees paid to Official Receiver  |     |              |     | 70.00        |
| 5   | Insurance premiums  |     |              |     | 14,004.72    |
| 6   | Miscellaneous:  |     |              |     |              |
|     | (a) Bankruptcy costs  |     | 20,000.00    |     |              |
|     | (b) Heating   |     | 26,032.64    |     |              |
|     | (c) Hydro   |     | 4,894.46     |     |              |
|     | (d) Real estate appraisal fees  |     | 3,750.00     |     |              |
|     | (e) Services rendered   |     | 40,327.88    |     |              |
|     | (f) Software licence  | \$_ | 199.00       |     | 95,203.98    |
| 7   | Reimbursement of advance to secured creditor (BDC)                                | _   |              | _   | 50,000.00    |
| SUB | -TOTAL DISBURSEMENTS  |     |              | ş - | 159,278.70   |

### FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

| 8                              | Receiver's remuneration  |            |           | \$ | 79,228.75  |  |  |  |
|--------------------------------|--|------------|-----------|----|------------|--|--|--|
|                                | - Provision for Receiver's remuneration to complete administration |            |           |    | 5,650.00   |  |  |  |
| 9                              | Legal fees and legal services costs.                               |            |           |    |            |  |  |  |
|                                | - Soloway Wright LLP   |            |           |    | 47,115.35  |  |  |  |
|                                | - Provision for Soloway Wright LLP to complete administration      |            |           |    | 7,345.00   |  |  |  |
| 10                             | Taxes:   |            |           |    |            |  |  |  |
|                                | (a) Harmonized sales tax:  |            |           |    |            |  |  |  |
|                                | - Paid on disbursements and legal fees                             | \$         | 13,784.03 |    |            |  |  |  |
|                                | - Paid on Receiver's remuneration                                  |            | 10,299.75 |    |            |  |  |  |
|                                | (b) GSI paid on realization of assets                              |            | 0.62      |    |            |  |  |  |
|                                | (c) PST paid on realization of assets                              | \$         | 1.23      | _  | 24,085.63  |  |  |  |
| 11                             | CRA Trust Claim  |            |           |    | 661.05     |  |  |  |
| TOT                            | AL DISBURSEMEN'TS  |            |           | _  | 323,364.48 |  |  |  |
| 1ST                            | INTERIM DISTRIBUTION TO SECURED CREDITOR - BDC                     |            |           |    | 993,227.51 |  |  |  |
| 1ST                            |  | 143,824.80 |           |    |            |  |  |  |
| 2ND                            |  | 295,669.18 |           |    |            |  |  |  |
| BALANCE OF FUNDS HELD IN TRUST |  |            |           |    |            |  |  |  |

In the city of Ottawa, on April 10, 2019.

RAYMOND CHABOT INC.

Receiver

Stanley Loiselle, CIRP, LIT

# TAB K

Court File No.: 18-77432

## ONTARIO SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF 730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. AND 2362655 ONTARIO INC. of the Town of Cardinal, in the Province of Ontario

**BETWEEN:** 

**BUSINESS DEVELOPMENT BANK OF CANADA** 

Applicant

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. AND 2362655 ONTARIO INC.

Respondents

# AFFIDAVIT OF STANLEY LOISELLE (sworn on April 10<sup>th</sup>, 2019)

I, Stanley Loiselle, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I am a licensed insolvency trustee and am a partner with the firm of Raymond Chabot Inc. ("RCI") in its capacity as Receiver of the property, assets and undertakings of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc. and 2362655 Ontario Inc., and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

- 2. Attached hereto as Exhibit "A" are true copies of the invoices prepared by the Receiver for fees and disbursements incurred in the course of the within proceeding for the period from November 11, 2018 to March 30, 2019.
- 3. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", by fees and HST.
- 4. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other firms in the Ottawa market for the provision of similar services.
- 5. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN BEFORE me at the City of Ottawa in the Province of Ontario

this 10<sup>th</sup> day of April 2019

A Commissioner for Taking Affidavits, etc.

Mathieu Tony Loiselle, a Commissioner, etc., Province of Ontario

For Raymond Chabot Inc. Expires January 30, 2022.

STANLEY LOISELLE

This is Exhibit "A" referred to in the Affidavit of Stanley Loiselle sworn April 10<sup>th</sup>, 2019.

Commissioner for Taking Affidavits (or as may be)

Mathieu Tony Loiselle, a Commissioner, etc.,

Province of Ontario

For Raymond Chabot Inc.

Expires January 30, 2022.



February 20, 2019

730 Holdings Inc.730 Subway Inc.730 Roadhouse Inc.2362655 Ontario Inc.

Société affiliée de Raymend Chabot Grant Thornton S.E.H.G.R.L.

An affiliate of Raymond Chabot Grant Thornton up

Bureau 1000 116 Albert Ottawa, Ontario K1P 5G3

Tel.: 613-236-5678 Fax: 613-236-9817 www.raymondchabot.com

RE: Receivership

### **Interim Invoice**

For professional services rendered with regard to the receivership of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc., and 2362655 Ontario Inc. (hereinafter collectively referred to as "730") for the period from November 11, 2018 to February 16, 2019, and more specifically:

| Fees (see attached details)   | \$8,182.50        |
|-------------------------------|-------------------|
| HST on fees (822162335RT0002) | 1.063.73          |
| Total owing:                  | <u>\$9,246.23</u> |

| <u>Date</u> | <u>Name</u>         | <u>Time</u> | <u>Description</u>   |
|-------------|---------------------|-------------|--|
| 11-12-2018  | Loiselle, Mathieu   | 0.25        | Discuss information necessary to prepare report for interim distribution with Stanley.   |
| 11-12-2018  | Loiselle, Stanley   | 0.25        | Emails Andre Ducasse re interim distribution   |
| 11-12-2018  | Valiante, Marilyn   | 0.25        | Prepare and issue letter to cancel insurance, request for insurance credits for August, September, and October 2018  |
| 11-14-2018  | Loiselle, Mathieu   | 3.25        | Work on second report to court re: interim distribution.   |
| 11-15-2018  | Loiselle, Mathieu   | 2.25        | Work on 2nd report and interim SRD. Give to Stan for review.  Make adjustments and give to Stan again. Prepare Stan's  Affidavlt and get values for receiver fees for second report. |
| 11-15-2018  | Loiselle, Stanley   | 1.25        | Review report to court re: interim distribution  |
|             | Valiante, Marilyn   |             | Follow up on insurance credits   |
|             | Loiselle, Mathieu   |             | See Stan re: second report revisions. Make revisions.  |
|             | Loiselle, Stanley   |             | Draft receiver's report to court   |
|             | Valiante, Marilyn   |             | Receive and review insurance credits and save to file  |
| 11-20-2018  | Loiselle, Mathieu   | 0.50        | Add legal fees to Second Report, revise proposed distribution and email to Stan for review.  |
| 11-21-2018  | Loiselle, Mathieu   | 1.00        | Review second report with Stanley. Prepare Stanley's affidavit, chq req for legal fees, finalize exhibits for second report.   |
| 11-21-2018  | Loiselle, Stanley   | 0.75        | Finalize 2nd report to court and forward to legal counsel for review and comments  |
| 11-24-2018  | Accounting          | 0.50        | Banking matters and bank reconciliation  |
| 11-27-2018  | Loiselle, Stanley   | 0.50        | Emails and TC Andre Ducasse re: report to court for interim distribution   |
| 11-28-2018  | Loiselle, Mathieu   | 1.00        | Work on finalizing second report, review with Stan.  |
| 11-28-2018  | Loiselle, Stanley   | 0.50        | Review opinion from legal counsel re: Municipality water clean up costs and finalize report to court   |
| 11-29-2018  | Loiselle, Mathieu   | 0.50        | Finalize report, send to Stan for signature. Send signed report and exhibits by email to Andre.  |
| 11-30-2018  | Loiselle, Mathieu   | 0.50        | Package and send files to Nicole to load on RCI public records website. Load SW affidavits to espaceProjet.  |
| 12-5-2018   | Loiselle, Stanley   | 0.50        | Emails and TC Andre Ducasse re Encon offer to settlement of insurance claim for clean up costs   |
|             | Loiselle, Mathieu   | 0.25        | Prepare and send cheque req for fencing invoice.   |
|             | Chevrier, Nicole    | 0.25        | Publication of documents on website  |
| 12-7-2018   | Loiselle, Mathieu   | 0.75        | Send request to publish docs to website. Send cheque requisitions for court ordered distributions.   |
|             | Loiselle, Mathieu   | 0.25        | Admit secured claims to allow accounting to process cheques.   |
| 12-11-2018  | Loiselle, Stanley   |             | Review and approve pmt of legal fees   |
| 12-13-2018  | Loiselle, Mathieu   | 0.25        | Prepare and mail cheque for fencing.   |
| 12-18-2018  | Loiselle, Stanley   | 0.25        | TF BDC re interim distribution and status of insurance claim for clean up costs  |
| 12-19-2018  | Tessier, Marc-André | 1.00        | Communications with CRA re: payment of trust claim applied to wrong account.   |
| 12-29-2018  | Accounting          | 0.75        | Banking matters and bank reconciliation  |
| 1-9-2019    | Tessier, Marc-André | 0.50        | Communications with RCAP re: unpaid invoices   |
| 1-10-2019   | Loiselle, Stanley   | 0.50        | TF BDC re reconciliation of payment to BDC and realization of assets to date   |

| 1-17-2019 | Tessier, Marc-André | 0.50  | File HST return   |
|-----------|---------------------|-------|---|
| 1-23-2019 | Loiselle, Stanley   | 0.50  | Emails to and from legal counsel re information requested by Federated Insurance, Review file                                 |
| 1-23-2019 | Tessier, Marc-André | 1.50  | Review HST documents and send them to legal counsel for insurance   |
| 1-24-2019 | Loiselle, Mathieu   | 0.25  | Discuss financial breakdown BDC is looking for with Stan.   |
| 1-25-2019 | Loiselle, Mathieu   | 0.50  | Review file to determine breakdown of sale of equipment and inventory and send info to Stan.                                  |
| 1-26-2019 | Accounting          | 0.50  | Banking matters and bank reconciliation   |
| 1-28-2019 | Loiselle, Stanley   | 0.25  | Emails legal counsel re information requested by Federated Insurance and letter to municipality                               |
| 1-29-2019 | Tessier, Marc-André | 0.75  | Send CRA documents to get money from the HST returns.   |
| 1-30-2019 | Loiselle, Stanley   | 0.25  | Emails legal counsel re information requested by Federated Insurance, Execute and forward authorization and direction for CRA |
| 2-4-2019  | Loiselle, Mathieu   | 0.50  | Review deposits and SRDs for BDC, consult with Stan.  |
| 2-5-2019  | Loiselle, Mathieu   | 0.25  | Find breakdown of sales from Capital Asset Management and send to Stan for BDC to review.                                     |
| 2-12-2019 | Loiselle, Stanley   | 0.25  | Emails BDC and legal counsel re update on claim for clean up costs  |
| 2-14-2019 | Loiselle, Stanley   | 0.50  | Emails and TC BDC and legal counsel re claim for clean up costs, send copy of Encon policy to legal counsel                   |
|           | Total:              | 27.50 |   |



April 4, 2019

Société affiliée de Raymond Chabot Grant Thornton S.E.H.C.R.L.

An affiliate of Raymond Chabot Grant Thornton up

Bureau 1000 116 Albert Ottawa, Ontario K1P 5G3

Tel.: 613-236-5678 Fax: 613-236-9817 www.raymondchabot.com

730 Holdings Inc.730 Subway Inc.730 Roadhouse Inc.2362655 Ontario Inc.

### RE: Receivership

### Interim Invoice

For professional services rendered with regard to the receivership of 730 Holdings Inc., 730 Subway Inc., 730 Roadhouse Inc., and 2362655 Ontario Inc. (hereinafter collectively referred to as "730") for the period from February 17, 2019 to March 30, 2019, and more specifically:

| <u>Date</u> | <u>Name</u>         | <u>Time</u> | <u>Description</u>   |
|-------------|---------------------|-------------|--|
| 2-12-2019   | Loiselle, Stanley   | 0.25        | Emails BDC and legal counsel re update on claim for cleanup costs  |
| 2-14-2019   | Loiselle, Stanley   | 0.50        | Emails and TC BDC and legal counsel re claim for cleanup costs, send copy of Encon policy to legal counsel   |
| 2-20-2019   | Loiselle, Stanley   | 0.50        | Emails to and from legal counsel re payment of cleanup costs, assignment of insurance claim to BDC and final distribution to BDC   |
| 2-22-2019   | Loiselle, Mathieu   | 2.50        | Prepare 1st draft of final report. Start drafting final SRD.   |
|             | Accounting          |             | Banking matters and bank reconciliation  |
|             | Loiselle, Mathieu   |             | Finish 1st draft of final SRD.   |
|             | Tessier, Marc-André | 0.75        | File HST return for January 2019   |
| 2-26-2019   | Loiselle, Mathieu   | 1.00        | Revisions to draft report and SRD, review with Stan and make additional updates to report and SRD.   |
| 2-26-2019   | Loiselle, Stanley   | 1.00        | Review Receiver's final report to court and final SRD  |
| 3-8-2019    | Loiselle, Mathieu   | 0.25        | Process and send requisition for legal fees.   |
| 3-11-2019   | Tessier, Marc-André | 0.50        | File HST return for February 2019.   |
| 3-14-2019   | Loiselle, Mathieu   | 0.25        | Package and mail cheque for legal fees, save copy in espaceProjet. Follow up with Stan re final amount owing from municipality.  |
| 3-19-2019   | Loiselle, Mathieu   | 0.50        | Review information from municipality and make preliminary changes to receiver's report.  |
| 3-19-2019   | Loiselle, Stanley   | 0.50        | Receive and review statement of claim from legal counsel for BDC and emails to and from Andre Ducasse re claim for cleanup costs   |
| 3-22-2019   | Loiselle, Mathieu   | 0.75        | Review final report, save exhibits and review distribution amounts.  |
| 3-22-2019   | Loiselle, Stanley   | 0.50        | Receive and review legal opinion from Andre Ducasse on priority claim submitted by Municipality of Edwardsburg/Cardinal for cleanup costs, Emails to and from Andre Ducasse re payment of municipality's claim |
| 3-26-2019   | Loiselle, Stanley   | 0.50        | Emails legal counsel re Receiver's final report to court and distribution to BDC   |
| 3-30-2019   | Accounting          | 0.50        | Banking matters and bank reconciliation  |
|             | Total:              | 11.50       |  |

This is Exhibit "B" referred to in the Affidavit of Stanley Loiselle sworn April  ${\bf 10}^{\rm th}$ , 2019.

Commissioner for Taking Affidavits (or as may be)

Mathieu Tony Loiselle, a Commissioner, etc., Province of Ontario For Raymond Chabot Inc. Expires January 30, 2022.

| Invoice Date      | Fees        | HST        | Total       |
|-------------------|-------------|------------|-------------|
| February 20, 2019 | \$8,182.50  | \$1,063.73 | \$9,246.23  |
| April 4, 2019     | \$3,350.00  | \$435.50   | \$3,785.50  |
| TOTAL             | \$11,532.50 | \$1,499.23 | \$13,031.73 |



Ministry of Health and Long-Term Care

### **Release of Requested Personal Claims History Information**

| File Reference Number |  |  |
|-----------------------|--|--|
| P19022147             |  |  |
|                       |  |  |

BERGERON CLIFFORD LLP ATTN: JEANETTE SIMURDA 1 HYPERION CRT KINGSTON ON K7K 7G3

• The Ministry of Health and Long-Term Care has the right to recover the amount(s) incurred for insured services (including medical/hospital services) rendered as a result of certain types of accidents.

· If your request for information is as a result of civil litigation, contact the Ministry of Health and Long-Term Care, Subregation, PO Box 38, Kingston ON K7L 5J3. Telephone: 613 548-6433.

### A. Client Information Received First Name Last Name Middle Name VICKY **FLETCHER** B. Requested Personal Claims History (PCH) Information

The enclosed PCH is an extract of a computer record of OHIP claims that the ministry maintains for billing and accounting purposes. The claims listed in your PCH reflect billing information submitted by provider(s) to the ministry, based on the health number the provider(s) gave the ministry. It is not a description of the actual services you received from the provider(s). To obtain a record of the services provided to you by specific provider(s), please contact the provider(s) directly.

In some instances, listed claims may have been submitted in error, or may not meet all of the criteria for OHIP payment as set out in the Health Insurance Act and regulations. Some claims may have subsequently been adjusted or denied.

If you require additional information, please visit the ministry website at: www.health.gov.on.calen/public/programs/ohip/phi\_access/default.aspx or contact the Service Support Contact Centre at 1 800 262-6524.

| Name    | Signature | Date (yyyy/mm/dd) |
|---------|-----------|-------------------|
| C SMITH | LO SE     | 2019/04/02        |

Ministry of Health and Long-Term Care OHIP Personal Health Information Office 49 Place d'Armes, 3rd Floor Kingston ON K7L 5J3

# PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC

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| Health No Name 1099683136 RETCHER, VICKY C | Service<br>Date  | Σ <u>ε</u>      | FSC Description  | 흅          | Diag Code Description     |          |          | Provider | ខ្លួន | . z    | #!<br>Serv | Foe Paid | Assess or<br>Run Date | Hospital<br>No   | o + o    |
|--|------------------|-----------------|--|------------|---------------------------|----------|----------|----------|-------|--------|------------|----------|-----------------------|------------------|----------|
| 1099681136 RETCHER, V                      | Date             | £               |  | 3          | Diag Code Description     | 2        |          | Towas    |       |        | Ser        | Fee Paid |                       |                  |          |
| 1099601136 RETCHER, N                      |                  |                 |  | 3          |                           | !        |          |          |       |        |            |          |                       |                  |          |
| 1099681136 RETCHER, N                      |                  |                 |  |            |                           |          | 999      |          |       |        |            |          |                       |                  | 1        |
|  | יהיות איניר איני | VESSO I         | i di   | 920        | THE CO STRIKE GOVERN      | 07077    | ě        |          | :     |        |            | ;        |                       |                  |          |
|  |                  |                 |  | R          | CINER INCURIES OR INCURA  | Š        | Š        | 199970   | 2     |        | -          | 213.50   | 2018-01-18            | 4831             | <b>-</b> |
|  |                  |                 | OKCE ZNOTOLOTHOAY  | į          |                           | 1        | i        |          |       | !      |            |          |                       |                  |          |
|  | 0-10-0107        |                 |  | ĝ          | UINEK INUKES UK IKAUMA    | 2        | Ž        | 177050   |       | 014435 | -          | 9.10     |                       | 4631             | -        |
|  | 20-10-8102       | 2080C           | UNISHDSTIC RADIOLOGY CHEST SINGLE                          | 8          |                           | 8665     | <b>P</b> | 024030   | 2     | 026664 | 7          | 12.80    | 2018-01-15            | <del>48</del> 31 | -        |
|  | 2018-01-02       | X100C           |  | 8          |                           | 5958     | EDAV     | 024030   | ä     | A25664 | •          | t C      | 2019-01-16            | 183              | •        |
|  | 2018-01-02       |                 |  | ş          | OTHER INNIBIES OR TRAIMA  | 1948     | E) 40    | M36664   |       |        |            | 37.77    |                       | 1 6              | ٠.       |
|  |                  |                 |  |            |                           | 2        |          |          | 3     |        | •          |          |                       | į                | -        |
|  | CA.10.01.C       | 200             | ORGE ZAD-IGHE DAY  | Ş          | THE THE STATE OF STREET   | =        | į        |          |       |        | •          | •        |                       | į                |          |
|  | D-10-0107        |                 |  | Ĉ.         | OTHER INCORDES OR INCORD  | 767      | Ž        | 17700    | 3     | 11#35  | -          | 9.10     |                       | 4831             | -        |
|  | 50-10-8107       | S CAULA         | EXOLVENTIL SUPPHYS.IN                                      | <b>32</b>  | OTHER INDIRES OR TRAUMA   | #<br>848 | -DAV     | 026664   | ដ     |        | <b>-</b>   | 146.45   | 2018-01-18            | 4831             | -        |
|  |                  |                 | CHGE 2ND-10TH DAY  |            |                           |          |          |          |       |        |            |          |                       |                  |          |
|  | 2018-01-03       | 3 C101A         | -  | £          | OTHER INJURIES OR TRAUMA  | ESS.     | FDAV     | 030221   | 8     | 014435 |            | 9.10     | 2018-02-07            | 4831             | -        |
|  | 2018-01-04       | 4 G401A         | _  | 85         | OTHER INJURIES OR TRAIMA  | H348     | FDAV     | 026664   |       |        | -          | 146.45   |                       | 153              |          |
|  |                  |                 | DICL VENTIL SUPPRYS. IN                                    |            |                           |          |          |          |       |        |            |          |                       |                  |          |
|  | 2019-01-04       | 4 C101A         | -  | 656        | OTHER INJURIES OR TRAUMA  | HBS3     | FDAV     | 030221   | ž     | 014435 | -          | 9.10     | 2018-02-07            | 183              | -        |
|  | 2018-01-05       | 5 G134          |  | 8          |                           | <b>₹</b> | FDAV     | 012630   |       | 014435 |            | 4.45     |                       | £ £              | ٠.       |
|  |                  |                 |  |            |                           |          |          |          |       |        | ,          | !        |                       | i                | •        |
|  | 2018-01-05       | 2060C           |  | 8          |                           | 8665     | Ð        | 024030   | æ     | 029514 | -          | 6.40     | 2018-01-22            | 4831             | -        |
|  | 2018-01-05       | 5<br>410<br>410 | VIEW<br>CRIT.INTENS.CARE                                   | 920        | OTHER INDIRECTOR TRAINA   | 0707     | 2        | 030514   | :     |        | -          | 14 34    |                       | į                |          |
|  |                  |                 | _  | }          |                           | 2        | \$       | 1000     | 1     |        | •          | CL'OLT   | 10.70-0107            | 165              | -        |
|  |                  |                 |  |            |                           |          |          |          |       |        |            |          |                       |                  |          |
|  | 2018-01-05       |                 |  | Ş          | OTHER INJURIES OR TRAUMA  | <b>X</b> | FDAV     | 030221   |       | 014435 | -          | 9.10     | 2018-02-07            | <del>1</del>     | -        |
|  | 2018-01-06       | 201X            |  | <b>8</b>   | other injuries or traima  | ¥        | FDAV     | 029514   | 71    |        | -          | 146.45   | 2018-02-01            | 4831             | -        |
|  |                  |                 | CAGE 2ND-10TH DAY  |            |                           |          |          |          |       |        |            |          |                       |                  |          |
|  | 2018-01-06       | S CIOIA         | _  | 959        | OTHER INJURIES OR TRAUMA  | H853     | FDAV     | 030221   |       | 014435 | -          | 01.6     | 2018-02-07            | 4671             | -        |
|  | 2018-01-02       | S-601A          | CAIT.INTENS.CARE   | 929        | OTHER INJURIES OR TRAUMA  | £948     | FDAV     | 029514   | : 2   |        |            | 146.45   |                       | 189              |          |
|  |                  |                 | DXCL VENTIL SUP-PHYS. IN                                   |            |                           |          |          |          |       |        | ı          |          |                       |                  | •        |
|  | CM. 10.01.0C     | 200             | CHOELEND-TOTH DAY  | ě          | TOTAL OF SERVICE OFFICE   | •        | į        |          |       |        |            | •        |                       | į                |          |
|  | 70.10-0107       |                 |  | ŝ          | UTHER INDIRIES OR IRRUMA  | 555      | FDAV     | 030221   |       | 014435 | -          | 9.10     |                       | 4831             | -        |
|  | 2018-01-08       | 242A            | 151 VISIT POST DISCHARGE FROM ICL-MOST RESPONSIBLE PHY     | ŝ          | OTHER INJURIES OR TRAUMA  | S        | FDAV     | 030221   | Z     | 014435 | -          | 28.80    | 2018-02-07            | 4831             | -        |
|  | 2018-01-08       | E083A           |  | 83         | OTHER INJURIES OR TRAUMA  | ESS.     | FDAV     | 030221   | 2     | 014435 | -          | 17.64    | 2018-02-07            | 4631             | -        |
|  | 2018-01-09       | C 434           | ZND VISIT POST DISCHARGE FROM                              | 656        | OTHER INJURIES OR TRAUMA  | 1833     | EDAV     | 030221   | 3     | 014435 | _          | 8        | 2018-02-07            | 100              | •        |
|  |                  |                 |  |            |                           |          |          |          |       | }      |            |          |                       | į                | •        |
|  | 2018-01-09       | EDSCA           | SUBSEQ VIS MRP TO SUBSEQ VIS -                             | 83         | OTHER INJURIES OR TRAUMA  | ESS.     | FDAV     | 030221   | \$    | 014435 | -          | 17.64    | 2018-02-07            | 4831             | -        |
|  | 2018-01-10       | Q42A            |  | 656        | OTHER INJURIES OR TRAUMA  | ESS.     | FDAV     | 030221   | 2     | 014435 | -          | 31.00    | 2018-02-07            | 4831             | -        |
|  | 2018-01-10       | ED87.0          | WEDS-NEURO-SURG.+IOSPITAL<br>GIRCEO VIC M20 TO GIRCEO VIC. | 88         | AMINATION SSIGNAMENT      | 5000     | 8        |          | 2     | 2077   |            | \$       |                       | į                | ,        |
|  |                  |                 |  | CC.        | OTHER POWERS ON INSULA    | 2        | Š        | 177050   |       | CT#13  | <b>-</b>   | 3        | 70-70-8107            | <u> </u>         | -        |
|  | 2018-01-10       | X090C           | DIAGNOSTIC RADIOLOGY CHEST SINGLE                          | 88         |                           | 8665     | FDAV     | 035411   | 2     | 030221 | -          | 6.40     | 2018-01-22            | 4831             | -        |
|  | 2018-01-10       | X100C           |  | 8          |                           | 8665     | EDAV     | 035411   | E.    | 030221 | •          | 12.80    | 2018-01-22            | 1287             | -        |
|  | 7018-01-11       |                 |  | 9          | CITATO INVIDITE OF TRAINA | Ç        | 3        | 10000    |       | 014426 |            | 8 2      |                       |                  |          |
|  |                  |                 |  | ŝ          |                           | 2        | Ž        | 77       | _     | 2      | <b>-</b>   | 21.00    | /0.30±00              | į                | -        |
|  | 11-10-8102       | E083A           | SUBSEQ VIS HRP TO SUBSEQ VIS -                             | <b>8</b> 8 | OTHER INJURIES OR TRAUMA  | K&S3     | FDAY     | 030221   | z     | 014435 | -          | 9.30     | 2018-02-07            | 4631             | -        |
|  | 2018-01-12       | 848             |  | 939        | OTHER INJURIES OR TRAUMA  | H853     | ₩.       | 030221   | \$    | 014435 | -          | 31.00    | 2018-02-07            | 4831             | -        |
|  | 2018-01-12       | E083A           | SUBSEQ VIS MRP TO SUBSEQ VIS -                             | 88         | OTHER INJURIES OR TRAUMA  | 2        | FDAV     | 030221   | \$    | 014435 | -          | 930      | 2018-02-07            | 4831             | -        |
|  |                  |                 | C122/C123/C124/C142 OR C143                                |            |                           |          |          |          |       |        | ı          |          |                       | ļ                | l        |

### PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER

Source: Claims History

ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC

| Ex p   | Indepital<br>Off | TO EESEEA<br>Office RUA  | Fee Pald     | AIDS<br>/# | Refer<br>Phys N  | CQ<br>Sbec        | Provider         | PCN<br>Clinic | Cilnic<br>No | Diag Code Description                             | CQ<br>Dj98   | FSC Description  | DS4    | Scivios<br>edad          | emsh oh             | Health  |
|--------|------------------|--------------------------|--------------|------------|------------------|-------------------|------------------|---------------|--------------|---|--------------|--|--------|--------------------------|---------------------|---------|
| 4 us   | 1682             | 2018-03-03               | 31.00        |            | 014432<br>No     | 90                | 030551           | FDAV          | H823         | AMUART SO ZEIRULKI REKTO                          | 656          | SVIA OT 9U STIZIV DESSUE   | ASPOD  | 2018-01-13               | אואף ערבעטאפע אוטגג | 089660T |
| 1      | 1689             | 20-20-8102               |              | t          | 014432           | 10                | 122020           | VAGR          | E28H         | AMUART RO ZEIRUGNI REHTO                          | 626          | WEEKS-HEURO-SURGHOSPITAL  SUBSEÇO VIS HRP TO SUBSEÇO VIS -                               |        | 201 <del>8-</del> 01-13  | <b>5</b>            |         |
| t      | 1684             | 2018-02-07               | 31.00        | τ          | SE9+10           | 10                | 030551           | VAGR          | H823         | Anuart Ro Zeiruun Rehto                           | 6\$6         | MEEKZ-NENKO-ZNIKO"-HOZBILKY<br>ZNISZEÓ AIZILZ NB LO LIAE<br>CISS/CISS/CISS/CIOS OK CIOS  | ASMO   | <b>5018-01-1</b> €       |                     |         |
| τ      | 1684             | 2018-02-07               | 9:30         | τ          | 014432           | ю                 | 030551           | VAGT          | H923         | AMUART RO ZSIRUCHI RSHTO                          | 626          | C155/C153/C154/C145 OK C143<br>2082E6 A12 WS 10 2082E6 A12 -                             | AE803  | \$018-01-14              |                     |         |
| t      | 1685             | 2018-02-07               | 31.00        | τ          | 014432           | ю                 | 122060           | VAGT          | H823         | AMUART RO ZEIRUTUI REHTO                          | 656          | Weds visits up to five<br>Subsemeuro-surg-hospital                                       |        | S1-10-810Z               |                     |         |
| τ      | 1684             | 2018-05-02               | 0£.6         | t          | 014432           | +0                | 030251           | FDAV          | H823         | AKUANT NO ZEINUKKI NEKTO                          | 656          | CISS/CISS/CIS4/CI4S OB CI43<br>2032EG AIZ HIS LO 2032EG AIZ-                             |        | SI-10-010Z               |                     |         |
| t      | 1684             | 20-20-8102               | 31.00        | τ          | 954435           | <del>5</del> 0    | 030557           | VAGT          | ESBH         | AKUAST SO ZEISUUNI SEHTO                          | 656          | SUBSEQ VISITS UP TO FIVE WEEKS-HEURO-SURGHOSPITAL  |        | 91-10-8102               |                     |         |
| ī      | 1085             | 20-20-8102               | 0E.9         | ī          | 014432           | <b>+0</b>         | 030551           | VAGA          | E28H         | OTHER INJURIES OR TRAUMA                          | 656          | CTSS/CTS3/CTS4/CT4S OB CT43 2082EG AIZ HIS LO 2082EG AIZ -                               |        | 91-10-8102               |                     |         |
| τ      | 1085             | 20-20-8102               | 31.00        | Ţ          | SEP+10           | 10                | 122020           | FDAV          | H823         | OTHER INURSIES OR TRAUMA                          | 626          | SUBSEÇ VISITS UP TO FIVE WEEKS-HEURO-SURGHOSPITAL  |        | 71-10-8105               |                     |         |
| ī      | 1684             | 20-20-9102               | 0£.9         | 1          | 014432           | ю                 | 030251           | VAGT          | H823         | ONIART SO SEINUMI REHITO                          | 626          | CISS/CISS/CIS4/CI4S OF CI43  202266 AIS MUS TO SUBSECT AIS -                             | ADSOB  | 71-10-8105               |                     |         |
| Ţ      | 1684             | Z0-Z0-810Z               |              | τ          | SE++10           | <b>+0</b>         | 122060           | VAGE          | ESBH         | AMUART SO ZEISUKU SEHTO                           | 656          | SUBSEQ VISITS UP TO FIVE<br>WEEKS-HEURO-SURG. HOSPITAL<br>SUBSEQ VIS MRP TO SUBSEQ VIS - | ASP00  | 81-10-810Z<br>91-10-810Z |                     |         |
| ,<br>t | 1085             | 70-50-8105               |              | τ          | 014432           | 90<br>90          | 122020           | VAGT          | ESBH         | AMUART SO ZEISUURI REHTO AMUART SO ZEISUURI REHTO | 656<br>656   | ENBEEG AREILE NO LINE CISS/CISS/CIS-/CI45 OB CI43  |        | 2018-01-19               |                     |         |
| 1      | 1085             | 20-20-810Z<br>20-20-810Z |              | •          | 014432           | <b>+0</b>         | 122020           | VAGE          | H823         | AMUART SO SSIBUCHI ASHTO                          | 626          | WEEKS-NEURO-SURG. HOSPITAL<br>SUBSEQ VIS MRP TO SUBSEQ VIS •                             | E083A  | 2018-01-19               |                     |         |
| 1      | 1684             | 20-20-910Z               |              | T          | 251410           | 10                | 030551           | VACFI         | H853         | AKUAST SO ZSISUKNI SEHTO                          | 696          | SUBSEQ VISITS UP TO FIVE<br>CL22/CL23/CL24/CL42 OR CL43                                  | AS1400 | 2018-01-20               |                     |         |
| 1      | 1084             | 20.50-8102               |              | 1          | 014432           | 10                | 030551           | VACH          | ESSH         | AHUART SO 23IRUCHI A3HTO                          | 626          | enbeed ate mud to enbeed ate -   | AE803  | 2018-01-20               |                     |         |
| Ţ      | 1584             | 2018-02-07               |              | ĭ          | 014432           | <del>&gt;</del> 0 | 030551           | VAGT          | H923         | AMUANT SO ZSIRUCHI RSHTO                          | 6\$6         | SUBSEQ VISITS UP TO FIVE   | AS1400 | 2018-01-21               |                     |         |
| τ      | 1684             | 2018-03-07               | 05.6         | τ          | 014432           | <del>10</del>     | 030551           | VAGT          | E28H         | AMUAST SO ZSIRUCHI ASHTO                          | 656          | SUBSEÇ VIS HRP TO SUBSEÇ VIS -   | AE803  | 2018-01-21               |                     |         |
| τ      | 1085             | 2018-02-07               | 31.00        | Ţ          | 014432           | 140               | 030557           | VAGR          | H823         | AMUART SO 23IRUCHI R3HTO                          | 696          | WEEKS-NEURO-SURGHOSPITAL<br>SUBSEQ VISITS UP TO FIVE<br>WEEKS-NEURO-SURGHOSPITAL         | ASPOD  | 2018-01-22               |                     |         |
| ī      | 1684             | 2018-05-02               | 9:30         | Ţ          | 014432           | <b>50</b>         | 030551           | VAGR          | ES8H         | AMUART SO SEIRUINI REHTO                          | 656          | CISS/CISS/CIS4/CI43 OK CI43  RABREG AIR WKB LO RABREG AIR -                              | E083A  | ZOT8-01-35               |                     |         |
| τ      | 1684             | 2018-05-02               | 31.00        | τ          | SE++10           | 10                | 030551           | VACH          | H823         | ANUART RO ZEIRUCHI REHTO                          | 656          | Subsec visits up to five<br>Weeks-heuro-surg-hospital                                    | AS+00  | EZ-10-810Z               |                     |         |
| τ      | 168+             | 2018-05-02               | 9:30         | τ          | 014432           | <del>10</del>     | 122020           | VACH          | ES8H         | OTHER INJURIES OR TRAUMA                          | 696          | CISS/CISS/CIS4/CT45 OB CT43  | AE803  | EZ-10-810Z               |                     |         |
| Ţ      | 1684             | 2018-02-20               | 07.00£       | 1          | 030551           | 16                | 932025           | VAGT          | 4829         | CSIRUTAL GASH ASHTO                               | 924          | KEHYBIFILYYLION CONZOLT COMMEHENZION CONZOLT   | AZSPA  | 2018-01-23               |                     |         |
| T      | 1681             | 2018-02-20               | 36.40        | τ          | 030237           | 31                | 9350250          | VAGT          | 6Z8H         | Calmurni gash ashto                               | ₽ <b>2</b> 8 | Travel/SV. Prem - Hosp In-PT.  | V0963  |                          |                     |         |
| 1      | 1684             | 2018-05-20<br>2018-05-20 | <del>-</del> | 1          | 014432<br>030551 | 31<br>31          | 030221<br>035022 | VAGT          | H823         | OTHER HEAD INJURIES<br>AMUART SO ZEIRUMA          | 656<br>158   | SPEC VIS - HOSP IN-PT WKYDAYTINE<br>SUBSEQ VISITS UP TO FIVE                             |        | 2018-01-24<br>2018-01-23 |                     |         |
| ĭ      | 1684             | 2018-03-03               |              |            | 557+10           | +0                | 030221           | VAGR          | H823         | AMUASIT SO ZEISUUH REHTO                          | 696          | Vaere-neug-grag. Harpage vis Paris - Siv 9326U2  | E083A  | 2018-01-24               |                     |         |
| τ .    | 1695             | 2018-02-07               |              | 1          | 014432           | 10                | 030221           | VAGH          | E28H         | OTHER INJURIES OR TRAINA                          | 656          | SUBSEQ VISITS UP TO FIVE<br>CIZZ/CIZZ/CIZ4/CI42 OR CI43                                  | ASMO   | 2018-01-25               |                     |         |
| ī      | 1085             | 2018-02-07               |              | τ          | SE++10           | 10                | 030557           | VAGT          | ES8H         | AMUANT RO ZSIRUTHI ASHTO                          | 626          | SUBSEQ VIS MRP TO SUBSEQ VIS -   | AE803  | 2018-01-25               |                     |         |
| τ      | 1684             | 2018-03-02               | 31.00        | τ          | 014432           | 10                | 030221           | VAGE          | ESBH         | AMUART SO ZEIRUUNI REHTO                          | 656          | CISS/CISS/CIS4/CI43 OR CI43  | AS+00  | 2018-01-56               |                     |         |
| τ      | 1684             | 2018-03-02               | 0£.6         | τ          | 014432           | <b>60</b>         | 030551           | VAGT          | CSBH         | AMUART RO ZEIRUCKI REHTO                          | 656          | SUBSEÇ VIS HRP TO SUBSEÇ VIS -<br>FURSEÇ VIS HRP TO SUBSEÇ VIS -                         | AE803  | 97-10-9102               |                     |         |
| τ      | 4831             | 2018-05-02               | 31.00        | t          | SE++10           | 10                | 030221           | VAGT          | EZBH         | AMUART RO ZEJRUCHI REHTO                          | 626          | inci-heuro-eurg-hosp<br>Subseg aislis from 6th to 13th WK<br>Cisycisycis-actas or C143   | Y21400 | 42-10-810Z               |                     |         |
|        |                  |                          |              |            |                  |                   |                  |               |              |   |              | 146001-10V06-0V0711-10011  |        |                          |                     |         |

## PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC CLAIM PERIOD: 2018-01-01 TO 2019-03-18

|                            |                |          | כב   | CLAIM     | 'ERIOD: 2018-01-01 TO 2019-03-18 | 9-03-18  |          |          |          |          |              |            |                  |            |
|----------------------------|----------------|----------|--|-----------|----------------------------------|----------|----------|----------|----------|----------|--------------|------------|------------------|------------|
| Health No Name             | Service        | r.       |  | Diag      | Plan Code Becomistion            | Clink    | NO.      | s        | Spec     | Refer #1 |              |            | Hospital         | A<br>A     |
|                            | Date           | 1        |  | 8         |                                  |          | 8 8      |          |          | No Serv  |              | Run Date   |                  | - a        |
| 1099683136 PLETCHER, VICKY | CKY 2018-01-27 | F0804    | SUBSEQ VIS MRP TO SUBSEQ VIS   | 8         | OTHER INJURIES OR TRAUMA         | H853     | ₽¥       | 030221 0 | 2        | 014435 1 | 9.30         | 2018-02-07 | 4831             | 1          |
| u                          | 2018-01-29     | 8474     |  | 929       | other injuries or trauma         | H853     | FDAV     | 030221 0 | 20       | 014435 1 | 31.00        | 2018-02-07 | 4831             | -          |
|                            | 2018-01-29     | E083A    |  | 926       | OTHER INJURIES OR TRAUMA         | H853     | FDAV     | 030221 0 | 2 8      | 014435 1 | 9.30         | 2018-02-07 | 4831             | -          |
|                            | 2018-01-30     | C124A    | LIZZULIZZULIZZUN LITA<br>LIDAY OF DISCHARGE VISIT - MOST<br>BESDOWSTRIF BANK | 8         | OTHER INJURIES OR TRAJIMA        | H853     | FDAV     | 030221 0 | 8        | 014435 1 | 88.88        | 2018-02-07 | <del>4</del> 831 | -          |
|                            | 2018-01-30     | E083A    |  | 82        | OTHER INJURIES OR TRAUMA         | H        | FDAV     | 030221 0 | 20       | 014435 1 | 17.64        | 2018-02-07 | 4601             | -          |
|                            | 2018-01-30     | CGIIA    | _  | 2         | OTHER HEAD INXURIES              | H829     | FDAV     | 032025   | 19       | 1 266661 | 89.82        | 2018-03-23 | 2223             | -          |
|                            | 2018-01-30     | C333A    | A ON-CALL ADMISSION GENERAL ACCECCAENT                                       | 7         | OTHER HEAD INJURIES              | H829     | FDAV     | 199992 0 | 8        | 030221 1 | 79.90        | 2018-02-15 | 2223             | -          |
|                            | 2018-01-30     | E082A    |  | \$        | OTHER KEAD INJURIES              | H829     | FDAV     | 0 266661 | 8        | 1 172060 | 76:02        | 2018-02-15 | 223              | -          |
|                            | 2018-01-31     | H312A    |  | 裂         | OTHER HEAD INJURIES              | H829     | FDAV     | 032025   | 1 19     | 1 26661  | 39.00        | 2018-03-23 | 222              |            |
|                            | 2018-01-31     | C122A    | WKS-PHYS.MED REHAB-HOSPITAL MOST RESPONSIBLE PHYSICIAN                       | 3         | OTHER HEAD INJURIES              | H829     | FDAV     | 199962   | 8        | 030221 1 | 58.80        | 2018-02-09 | ۲٬٬٬             | -          |
|                            | 2018-01-31     | E083A    |  | 2         | OTHER HEAD INJURIES              | H829     | FDAV     | 19992    | 8        | 030221 1 | 17.64        | 2018-02-09 | 183              |            |
|                            | 2018-02-01     | H312A    |  | \$        | OTHER HEAD INJURIES              | H829     | FDAV     | 032025   | 1 19     | 19992 1  | 39.00        | 2018-03-23 | 222              | •          |
|                            | 2018-02-01     | CIZA     | WKS-PHYS.HED REHAB-HOSPITAL MOST RESPONSIBLE PHYSICIAN                       | 8         | OTHER HEAD INJURIES              | H820     | FDAV     | 100001   | 2        | 1 122000 | 8            | 2018-02-21 |                  | -          |
|                            | 2018-02-01     | E083A    | SUBSEQ VIS MRP TO SUBSEQ VIS-  | 8         | OTHER HEAD INJURIES              |          | FDAV     | 199992   | 8        | 030221 1 | 17.64        | 2018-02-21 | 1 2              | •          |
|                            | 2018-02-02     | H312A    | _  | \$        | OTHER HEAD INJURIES              |          | FDAV     | 032025   | 1 19     | 1 266661 | 39.00        |            | 222              |            |
|                            | 2018-02-02     | , COM2,  | WKS-PHYS.MED REHAB-HOSPITAL  | ş         | Statut Gran up                   | 0001     |          |          |          |          | 3            |            | į                |            |
|                            | 2016-02-02     |          |  | 2 2       | OTHER HEAD INJURIES              |          | \$ §     | 199992 ( | 38       | 030221 1 | 9.15<br>0E.6 | 2018-02-21 | 7 22             |            |
|                            |                |          |  | į         |                                  |          |          |          | ,        | ,        |              |            |                  | 1          |
|                            | 2018-02-05     | H312A    | N KEHABILITATION MANAGEMENT-TO 12 WIKS-PMYS.MED REHAB-HOSPITAL               | \$        | OTHER HEAD INJURIES              | - 6X8H   | FDA      | 032025   | #<br>#   | 199992 1 | 39.00        | 2018-03-23 | 22               |            |
|                            | 2018-02-05     | C002A    |  | 鷔         | OTHER HEAD INJURIES              | H829     | FDAV     | 199992   | 8        | 030221 1 | 31.00        | 2018-02-21 | 222              | -          |
|                            | 2018-02-05     | E083A    |  | 2         | OTHER HEAD INJURIES              |          | FDAV     | 199992 ( | 8        | 030221 1 | 9.30         | 2018-02-21 | 222              |            |
|                            | 2018-02-06     | HOLZA    | C122/C123/C124/C142 OX C143 REMARITATION HANAGEMENT-TO 12                    | 3         | OTHER HEAD IN MIRIES             | 0,63     | Varia    | r school | 101      | 1 (0000) | S g          | בר.נה.פוטר | 5                | •          |
|                            |                |          |  | 3         |                                  |          | Š        |          | <b>4</b> | 7666     | 9.60         |            | 3                | •          |
|                            | 2018-02-06     | H313A    | REHAB.PROC.INTERVIEW/COUNSELPTS/R  | <u>\$</u> | OTHER HEAD INJURIES              | H829     | £04      | 032025   | 11       | 1 266661 | 76.95        | 2018-03-23 | 222              | •          |
|                            | 2018-02-06     | C002A    |  | 22        | OTHER HEAD INWRIES               | H829     | FDAV     | 199992   | 8        | 030221 1 | 31.00        | 2018-02-23 | 2223             | -          |
|                            | 2018-02-06     | EOBCJA   |  | \$        | OTHER HEAD INJURIES              |          | FDAV     | 199992 0 | 8        | 030221 1 | 9.30         | 2018-02-23 | 223              | -          |
|                            | 2018-02-07     | H312A    |  | \$        | OTHER HEAD INJURIES              | H829     | ₽<br>A   | 032025   | 1 19     | 1 26661  | 39.00        | 2018-03-23 | 223              | -          |
|                            | 2018-02-07     | C002A    | WAS-MITS HED REMAN-HOSPITAL SUBSEQ.VISITS-TO SWISS-F.P.AC.PHOSP.             | 2         | OTHER HEAD INVIRIES              | H870     | ED &V    | (0000)   | 2        | 1 166080 | 3.00         | 2018-02-33 | 200              | -          |
|                            | 2018-02-07     | E083A    |  | 2         | OTHER HEAD INJURIES              |          | ₽        | 19992 0  | 8        | 030221 1 | 9.30         |            | 22               | ٠          |
|                            | 2018-02-08     | H312A    |  | 器         | OTHER HEAD INDIRIES              | H829     | FDAV     | 032025 3 |          | 1 26661  | 39.00        | 2018-03-23 | 2223             | 1          |
|                            | 2018-02-08     | C002     | WKS-PHYS.MED REHAB-HOSPITAL SUBSEO.VISITS-TO SWRS-F.P./G.PHOSP.              | 2         | OTHER HEAD INTURIES              | HR70     | PAV.     | 100001   | 2        | 1 12000  | 2            | 2018-02-23 | ۲,               | -          |
|                            | 2016-02-08     |          |  | Z         | OTHER HEAD INURIES               |          | <b>₹</b> | 199992   | . 8      | 030221 1 | 8,00         | 2018-02-23 | 2                |            |
|                            | 2018-02-09     | H312A    | C122/C123/C124/C142 OR C143 REHABILITATION MAKAGEMENT-TO 12                  | *         | OTHER HEAD INJURIES              | H829     | FDAV.    | 032025   | 1 19     | 199992   | 39.00        | 2018-03-23 | 222              |            |
|                            | 90.00.000      | 4000     | WKS-PMYS.MED REHAB-HOSPITAL  | į         |                                  |          |          |          |          |          |              |            |                  |            |
|                            | 2018-02-09     |          |  | § §       | OTHER HEAD INJURIES              | H829     | \$ \$    | 199992   | 3 8      | 030221 1 | 07.6<br>07.6 | 2018-02-28 | 7 22             | <b>-</b> - |
|                            | 2018-02-12     | H312A    | -  | 25        | OTHER HEAD INJURIES              |          | -DAV     | 032025   | . 61     | 19992 1  | 39.00        |            | 222              |            |
|                            | 3              |          |  |           |                                  |          |          |          |          |          |              |            |                  |            |
|                            | 2018-02-12     | <b>8</b> | SUBSEQ.VISITS-TO SWICS-F.P./G.PHOSP.   | \$        | OTHER HEAD INJURIES              | \$<br>\$ | ₽Ğ       | 199992   | 8<br>8   | 030221 1 | 31.00        | 2018-02-28 | 222              |            |

### PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC

CLAIM PERIOD: 2018-01-01 TO 2019-03-18

| Todato No No Clinic Provider Cd Phys N Fee Paid Run Date No Cd No Serv Run Date No   | Health No  | Name     | Service    | gen          | EEC Description                      | Diag | Dies Gade Bass India   | Clinic | PCN            |          | Spec | Refer          | #/ |          | Assess or  | Hospital | Ex       | P      |
|--|------------|----------|------------|--------------|--------------------------------------|------|--|--------|----------------|----------|------|----------------|----|----------|------------|----------|----------|--------|
| C 2016-02-1 1913A REPORTED READ PROPERTY 12 25 57 THE READ BUDBRES 1829 FEW 02025 31 19992 1 39.00 2016-02-2 222 222 222 221 2016-02-1 1913A REPORTED READ PROPERTY 12 25 57 THE READ BUDBRES 1829 FEW 02025 31 19992 1 39.00 2016-02-2 222 221 2016-02-1 1913A 2016-02-2 222 222 222 222 222 222 222 222 22   | nearth No  | name<br> | Date       | FSC          | FSC Description                      | Cd   | Diag Code Description  | No     | Clinic<br>Code | Provider | •    | Phys N<br>No   |    | Fee Paid |            |          | pl<br>an | T<br>P |
| 2016-01-11   101314   | 1099683136 | •        | 2018-02-12 | E083A        |                                      | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 199992   | 00   | 030221         | 1  | 9.30     | 2018-02-28 | 2223     |          | 1      |
| EATTH'S PROLY 18 CORD. SURGELY VERY TO SURGELY STATE OF MAY 1997 10 CORD. 20 1 33.0 2016-02-28 222 223 2016-02-13 CORD. SURGELY VERY TO SURGELY STATE OF MAY 1997 10 CORD. 20 1 33.0 2016-02-28 222 223 2016-02-14 113.4 ASSESSMENT ASS |            | -        | 2018-02-13 | H312A        | REHABILITATION MANAGEMENT-TO 12      | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 032025   | 31   | 199992         | 1  | 39.00    | 2018-03-23 | 2223     |          | 1      |
| 2018-02-13 SOELS, SUSSEQVEN REPT TO SUSSEQVEN SET TO SUSS |            |          | 2018-02-13 | H313A        |                                      | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 032025   | 31   | 199992         | 1  | 76.95    | 2018-03-23 | 2223     |          | 1      |
| 2018-02-14   1012A   2018-02-15   1012A   2018-02-16      |            |          | 2018-02-13 | C002A        | SUBSEQ.VISITS-TO SWKS-F.P./G.PHOSP.  | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 199992   | 00   | 030221         | 1  | 31.00    | 2018-02-28 | 2223     |          | 1      |
| ## WISH PATCH   1997   100   1 |            |          | 2018-02-13 | E083A        |                                      | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 199992   | 00   | 030221         | 1  | 9.30     | 2018-02-28 | 2223     |          | 1      |
| 2018-02-14 READ SUBSEQUYES NOT DELEGEN YSS-<br>CLIPSCOLLEGE STORM MANAGEMENT OF 12 223 223 223 2218-02-15 ROLLEGE STORM MANAGEMENT OF 12 223 223 2218-02-15 ROLLEGE STORM MANAGEMENT OF 12 223 223 2218-02-15 ROLLEGE STORM MANAGEMENT OF 12 223 223 223 2218-02-15 ROLLEGE STORM MANAGEMENT OF 12 223 223 2218-02-15 ROLLEGE STORM MANAGEMENT OF 12 223 223 223 223 223 223 223 223 223   |            |          |            |              | WKS-PHYS.MED REHAB-HOSPITAL          | 854  |  | H829   | FDAV           | 032025   | 31   | 199992         | 1  | 39.00    | 2018-03-23 | 2223     |          | 1      |
| 2018-02-15 1912A MINISTRUM PRINCE PRI |            |          | 2018-02-14 |              | SUBSEQ.VISITS-TO SWKS-F.P./G.PHOSP.  | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 199992   | 00   | 030221         | 1  | 31.00    | 2018-03-08 | 2223     |          | 1      |
| WINS-MINES BERMANDSTRIAL   WINS-MINES BERMANDSTRIAL   WINS-MINES   MINES   FOAM   199992   00 030221   1 31.00 2018-03-08 2223   2223   2018-02-15   1031.00 2018-03-08 2223   2223   2018-02-15   1031.00 2018-03-08 2223   2223   2018-02-16   1031.00 2018-03-08   2223   2223   2018-02-16   1031.00 2018-03-08   2223   2018-02-16   1031.00 2018-03-08   2223   2018-02-16   1031.00 2018-03-08   2223   2018-02-16   1031.00 2018-03-08   2223   2018-02-16   2018-   |            |          |            |              | C122/C123/C124/C142 OR C143          | 854  |  | H829   | FDAV           | 199992   | 00   | 030221         | 1  | 9.30     | 2018-03-08 | 2223     |          | 1      |
| 2018-02-15 1983A SURSEQ VISINET TO SURSEQ VIS- 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-16 HOUZE PROVIDED TO CICIG 2018-02-17 HOUZE PROVIDED TO CICIG 2018 |            |          |            |              | WKS-PHYS.MED REHAB-HOSPITAL          |      |  | H829   |                | 032025   | 31   | 199992         | 1  | 39.00    | 2018-03-23 | 2223     |          | 1      |
| 2018-02-16 [912]A PRIMEIRITATION MARKEMENT-TO 12 WEX-PRISE REMAINSTRATE TO |            |          |            |              |                                      |      |  |        |                | 199992   |      | 030221         | 1  | 31.00    |            |          |          | 1      |
| ## WAS-HINS, RED REMAN-INCEPTIAL  2018-02-16 C002A SURSEQ VISTS TO SURSEQ VISTS - COMER HEAD HURRIES H22 FDAV 199992 00 G0221 1 9.10 2018-02-08 2223 2223 2224 2018-02-16 E032A SURSEQ VISTS TO SURSEQ VISTS - COMER HEAD HURRIES H22 FDAV 199992 00 G0225 31 199992 1 9.00 2018-02-23 2223 2223 2224 2018-02-21 H312A SURSEQ VISTS - REMAINS - COMER HEAD HURRIES H22 FDAV 199992 1 39.00 2018-02-23 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2223 2224 2018-02-22 H312A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2223 2224 2018-02-22 E032A SURSEQ VISTS - H05 FBAV 199992 1 39.00 2018-02-23 2223 2223 2224 2018-02-22 2223 2223 2224 2018-02-22 2223 2223 2224 2018-02-22 22 |            |          |            |              | C122/C123/C124/C142 OR C143          |      |  |        |                |          |      |                | _  |          |            |          |          | 1      |
| 2018-02-16 EXISAL SURSER VISE NAP TO SURSER VISE AND TO SURSER VISE AND TO SURSER VISE AND TO SURSER VISE AND TO SURSER VISE AND THE READ INJURIES HE29 FDAV 032025 31 199992 1 39.00 2018-03-23 2223 2218-03-29 H312A REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIVEW/COUNSELPTS/R LEATING PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL REMARKACILITERIS PROMEHOSTITAL RESPONSIBLE PRITS DESCRIPTION PROMEHOSTITAL RESPONSIBLE PROMEHOSTITAL RESPONSIBLE PRITS DESCRIPTION PROMEHOSTITAL RESPONS |            |          |            |              | WKS-PHYS.MED REHAB-HOSPITAL          |      |  |        |                |          |      |                | -  | •        |            |          |          | 1      |
| 2018-02-20 H312A REMBERITATION PANAGEMENT-TO 12 WAS -PRINCE RESENTANCE OF THE READ HUMBES H829 FDAV 032025 31 199992 1 39,00 2018-03-23 2223 2213 2018-02-21 H312A REMBERITATION RANGEMENT-TO 12 WAS -PRINCE REPORT FOR THE READ HUMBES H829 FDAV 032025 31 199992 1 39,00 2018-03-23 2223 2018-02-22 H312A REMBERITATION RANGEMENT-TO 12 WAS -PRINCE RECENTRAL FOR THE READ HUMBES H829 FDAV 032025 31 199992 1 39,00 2018-03-23 2223 2018-02-23 H312A REMBERITATION RANGEMENT-TO 12 WAS -PRINCE RECENTRAL FOR THE READ HUMBES H829 FDAV 032025 31 199992 1 39,00 2018-03-23 2223 2018-02-23 12 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-23 11 199992 1 39,00 2018-03-23 2223 2018-02-2 |            |          |            |              | ·                                    |      |  |        |                |          |      |                | 1  |          |            |          |          | 1      |
| 2018-02-20   H312A   REHABRACHITEN   REMAINS   |            |          |            |              | C122/C123/C124/C142 OR C143          |      |  |        |                |          |      |                |    |          |            |          |          | 1      |
| 2018-02-21 H312A REMARITATION MANAGEMENT-TO 12 WINS-PINS-NED WENT TO WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS-PINS-NED WINS- |            |          |            |              | WKS-PHYS.MED REHAB-HOSPITAL          |      |  |        |                |          | -    |                | •  |          |            |          |          | 1      |
| 2016-02-22 H312A REPARTIZITION PRANAGEMENT—TO 12 REPARTIZION PRANAGEMENT—TO 13 REPARTIZION PRANAGEMENT—TO 13 REPARTIZION PRANAGEMENT—TO 13 REPARTIZION PRANAGEMENT PRANA |            |          |            |              | ELATIVES PER1/2 HR                   |      |  |        |                |          |      |                |    |          |            |          |          | 1      |
| 2018-02-27 C124A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 032025 31 199992 1 39,00 2018-07-23 2223   2018-02-27 E033A SUBSEQ VIS - C122/C122/C124/C142 OR C143   2018-02-27 C44A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 038127 13 030221 1 58,80 2018-06-26 2223   2018-02-27 C454A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 038127 13 030221 1 17,64 2018-06-26 2223   2018-02-27 C44A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 038127 13 030221 1 17,64 2018-06-26 2223   2018-02-27 C44A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 038127 13 030221 1 17,64 2018-06-26 2223   2018-02-27 C44A DAY OF DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 033362 24 014995 1 16,65 2018-07-09 4829   2018-02-27 C44A DAY DAY DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 033362 24 014995 1 15,70 2018-04-18 4829   2018-02-27 C529A DAY PROC-OTO-AUDION-ETRIC-IMPEDANCE AUDION-TECH COMP. 299 DISCURSE VISTS 1854 OTHER HEAD INJURIES H829 FDAV 033362 24 014995 1 15,70 2018-04-18 4829   2018-02-27 C529A DAY PROC-OTO-AUDION-EDANCE AUDION-IMPEDANCE AUDION- |            |          |            |              | WKS-PHYS.HED REHAB-HOSPITAL          |      |  |        |                |          |      |                | -  |          |            |          |          | 1      |
| 2018-02-22 C124A DAY OF DISCHARGE VISIT - NOST RESONABLE PRINS |            |          | 2018-02-23 | H312A        | REHABILITATION MANAGEMENT-TO 12      | 854  | OTHER HEAD INJURIES  |        |                |          |      |                | _  |          |            |          |          | 1      |
| 2018-02-27 SUBSEQ VIS NRP TO SUBSEQ VIS - CASSA SUBSEQ VIS NRP TO SUBSEQ VIS - CASSA CONSULT-OTO. 389 DEAFNESS 0000 FDAV 033362 24 199992 1 77.90 2018-03-15 4829 2018-02-27 G441A D.T. PROCOTOLARING PURE TORIE 999 POR PROCOTOLARING PURE PURE PURE PURE PURE PURE PURE PURE  |            |          | 2018-02-23 | C124A        | DAY OF DISCHARGE VISIT - MOST        | 854  | OTHER HEAD INJURIES  | H829   | FDAY           | 038127   | 13   | 030221         | 1  | 58.80    | 2018-06-26 | 2223     |          | 1      |
| 2018-02-27 G44LA D/T.PROC.OTOLARYING PURE TOILE WSSPECH RECEPT/DISCRIM TECHM.  2018-02-27 G47LA D./T. PROC.OTOLARYING PURE TOILE WSSPECH RECEPT/DISCRIM TECHM.  2018-02-27 G526A D./T. PROC.OTOLARIING TEST 999 PROC.OTOLARII |            |          | 2018-02-23 | E083A        | SUBSEQ VIS MRP TO SUBSEQ VIS -       | 854  | OTHER HEAD INJURIES  | H829   | FDAV           | 038127   | 13   | 030221         | 1  | 17.64    | 2018-06-26 | 2223     |          | 1      |
| 2018-02-27 G441A D/T. PROC-GTOLARYING PURE TORIE W/SPECCH RECEPT/IDSCRIM TECHN. D/T. PROC-OTO-AUDIOMETRIC-IMPEDANCE AUDIOM-TECH. COMP.  2018-02-27 G526A D/T. PROC-OTO-AUDIOM-TIRIC-IMPEDANCE AUDIOM-TECH. COMP.  2018-02-27 G526A D/T. PROC-OTO-AUDIOM-TIRIC-IMPEDANCE AUDIOM-TECH. COMP.  2018-02-27 G526A D/T. PROC-OTO-AUDIOM-IMPEDANCE AUDIOM-TECH. COMP.  2018-02-27 G526A D/T. PROC-OTO-AUDIOM-IMPEDANCE AUDIOM-TIRIC-IMPEDANCE AUDIOM-TIRIC- |            |          | 2018-02-27 | A245A        |                                      | 180  | DEAFNESS   | 0000   | EDAV           | 022262   | 24   | 100002         |    | 77.00    | 2010-02-15 | 4920     |          | 1      |
| 2018-02-27 G526A OTOLARMIGUIGA, ERARING TEST PROF. COMP. 2018-02-27 G529A D./T. PROF. COMP. D. D./T. PROF. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF. D. D./T. PROF |            |          |            |              | D/T.PROC.GTOLARYNG PURE TOHE         |      | and the contract of the contra |        |                |          |      |                | _  |          |            | -        | 80       | 1      |
| 2018-02-27 GS26A OTOLARYNG.DIAG.HEARING TEST PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP.TO G441 PROF. COMP. AUDION-IMPEDANCE AUDION-IMPEDANCE PROF. COMP.  2018-02-27 Z907A MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS O000 FDAV 033362 24 014995 1 1.86 2018-04-18 4829 PROF. COMP.  2018-03-13 A043A SPECIFIC ASSESS MEURO-SURG. 854 OTHER HEAD INJURIES H853 FDAV 030221 04 1 58,25 2018-03-16 4829 PROF. COMP.  2018-04-04 A183A MEDICAL SPECIFIC ASSESS MEURO-SURG. 854 OTHER HEAD INJURIES H839 FDAV 019673 18 1 78.80 2018-05-15 4829 PROF. COMP.  2018-04-09 K013A COUNSELLING-OHE OR MORE PEOPLE-PER 1/2HR. SPECIFIC ASSESS ANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG-MUSCULOSKELETAL SYSTEM - LEG MUSCULOSKELETAL SYSTEM - LEG       |            |          | 2018-02-27 | G442A        | D./T. PROC-OTO-AUDIOMETRIC-IMPEDANCE | 999  |  | 9154   | FDAV           | 033362   | 24   | 014995         | 1  | 3.02     | 2018-03-09 | 4829     | 80       | 1      |
| 2018-02-27 GS29A D./T.PROC.OTOL AUDIOM-IMPEDANCE AUDIOMETRY PROF. COMP.  2018-02-27 Z907A MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS 0000 FDAV 033362 24 014995 1 1.86 2018-04-18 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS 0000 FDAV 033362 24 199992 1 27.40 2018-03-15 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS 0000 FDAV 033362 24 199992 1 27.40 2018-03-15 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS NEURO-SURG. 854 OTHER HEAD INJURIES H853 FDAV 030221 04 1 1 58.25 2018-03-16 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 346 MIGRANE H839 FDAV 019673 18 1 78.80 2018-05-15 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 346 MIGRANE H839 FDAV 019673 18 1 69.03 2018-05-15 4829 MIDDLE EAR-DEBRIDE/REPAIR UNDER 346 MIGRANE H839 FDAV 014995 00 1 69.03 2018-04-20 FRACTURE/DISCOCATIONS - SKULL 2018-05-15 A013A SPECIFIC ASSESSANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG-MUSCULOSKELETAL SYSTEM - LEG MUSCULOSKELETAL SYST   |            |          | 2018-02-27 | G526A        | OTOLARYNG.DIAG.HEARING TEST          | 999  |  | 0000   | FDAV           | 033362   | 24   | 014995         | 1  | 15.70    | 2018-04-18 | 4829     |          | 1      |
| 2018-02-27 Z907A MIDDLE EAR-DEBRIDE/REPAIR UNDER 389 DEAFNESS 0000 FDAV 033362 24 199992 1 27.40 2018-03-15 4829 2018-03-13 A043 SPECIFIC ASSESSNEURO-SURG. 854 OTHER HEAD INJURIES H853 FDAV 030221 04 1 58.25 2018-03-16 4829 2018-04-04 A183 MEDICAL SPECIFIC ASSESSMENT 346 MIGRANE H839 FDAV 019673 18 1 78.80 2018-05-15 4829 2018-04-19 K013A COUNSELLING-OHE OR MORE PEOPLE-PER 1/2PRI. 2018-05-15 A013A SPECIFIC ASSESSANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG-MISCULOSKELETAL SYSTEM - LEG 2018-05-15 J069A RADIOFREQUENCY ABIATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG-MUSCULOSKELETAL SYSTEM - LEG 2018-05-17 A007A INTERMED.ASSESS,WELL BABY 854 OTHER HEAD INJURIES 0000 FDAV 024578 01 014995 1 515,70 2018-05-17  |            |          | 2018-02-27 | G529A        | D./T.PROC.OTOL. AUDIOM-IMPEDANCE     | 999  |  | 0000   | FDAV           | 033362   | 24   | 014995         | 1  | 1.86     | 2018-04-18 | 4829     |          | 1      |
| 2018-04-19 K013A COUNSELLING-OHE OR MORE PEOPLE-PER 1/2HR. FRACTURES AND 0000 FDAV 014995 00 1 69.03 2018-04-20 FRACTURE/DISLOCATIONS - SKULL SYSTEM - LEG 2018-05-15 1069A RADIOFREQUENCY ABLATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG MUSCULOSKELETAL SYSTEM - LEG 2018-05-17 A007A INTERMED.ASSESS, WELL BABY 854 OTHER MEAD INJURIES 0000 FDAV 014995 00 1 014995 1 515,70 2018-05-17  |            |          | 2018-02-27 | <b>Z907A</b> | MIDDLE EAR-DEBRIDE/REPAIR UNDER      | 389  | DEAFNESS   | 0000   | FDAV           | 033362   | 24   | 199992         | 1  | 27.40    | 2018-03-15 | 4829     |          | 1      |
| 2018-04-19 K013A COUNSELLING-ONE OR MORE PEOPLE-PER 803 FRACTURES AND 0000 FDAV 014995 00 1 69.03 2018-04-20 FRACTURE/DISLOCATIONS - SKULL 2018-05-15 A013A SPECIFIC ASSESSANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG - MUSCULOSKELETAL SYSTEM - LEG 2018-05-15 1069A RADIOFREQUENCY ABLATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG - MUSCULOSKELETAL SYSTEM - LEG 2018-05-17 A007A INTERMED.ASSESS,WELL BABY 854 OTHER HEAD INJURIES 0000 FDAV 014995 00 1 014995 1 515,70 2018-05-17   |            |          | 2018-03-13 | A043A        |                                      | 854  | OTHER HEAD INJURIES  | H853   | FDAV           | 030221   | 04   |                | 1  | S8.25    | 2018-03-16 | 4829     |          | 1      |
| 2018-04-19 K013A COUNSELLING-OHE OR MORE PEOPLE-PER 803 FRACTURES AND 0000 FDAV 014995 00 1 69,03 2018-04-20 FRACTURE/DISLOCATIONS - SKULL 2018-05-15 A013A SPECIFIC ASSESSANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG - MUSCULOSKELETAL SYSTEM - LEG 2018-05-15 1069A RADIOFREQUENCY ABLATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG - MUSCULOSKELETAL SYSTEM - LEG 2018-05-17 A007A INTERMED.ASSESS,WELL BABY 854 OTHER HEAD INJURIES 0000 FDAV 024578 01 014995 1 515,70 2018-05-17   |            |          | 2018-04-04 | A183A        | MEDICAL SPECIFIC ASSESSMENT          | 346  | MIGRANE  |        |                |          |      |                | 1  | *        |            |          |          | 1      |
| 2018-05-15 A013A SPECIFIC ASSESSANAES. 781 SIGNS/SYMPTOMS NOT YET DIAG 0000 FDAV 024578 01 014995 1 47.50 2018-05-17 MISCULOSKELETAL SYSTEM - LEG  2018-05-15 1069A RADIOFREQUENCY ABLATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG 0000 FDAV 024578 01 014995 1 515,70 2018-05-17 MISCULOSKELETAL SYSTEM - LEG  2018-05-17 A007A INTERMED.ASSESS/WELL BABY 854 OTHER HEAD INJURIES 0000 FDAV 014995 00 1 37.07 2018-05-22   |            |          | 2018-04-19 | K013A        |                                      |      | FRACTURES AND  |        |                |          |      |                | 1  |          |            | .==-     |          | 1      |
| 2018-05-15 1069A RADIOFREQUENCY ABLATION (RFA) 781 SIGNS/SYMPTOMS NOT YET DIAG · 0000 FDAV 024578 01 01499S 1 515,70 2018-05-17 MUSCULOSKELETAL SYSTEM - LEG 2018-05-17 A007A INTERMED.ASSESS/WELL BABY 854 OTHER HEAD INJURIES 0000 FDAV 014995 00 1 37.07 2018-05-22   |            |          | 2018-05-15 | A013A        | •                                    | 781  | SIGNS/SYMPTOMS NOT YET DIAG .  | 0000   | FDAV           | 024578   | 01   | 014 <b>995</b> | 1  | 47.50    | 2018-05-17 |          |          | 1      |
|  |            |          |            |              |                                      | 781  | SIGNS/SYMPTOMS NOT YET DIAG -<br>MUSCULOSKELETAL SYSTEM - LEG  | 0000   | FDAV           | 024578   | 01   | 014995         | 1  | 515.70   | 2018-05-17 |          |          | 1      |
|  |            |          | 2018-05-17 | A007A        |                                      | 854  | OTHER HEAD INJURIES  | 0000   | FDAV           | 014995   | 00   |                | 1  | 37.07    | 2018-05-22 |          |          | 1      |

# PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC

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# PERSONAL CLAIM HISTORY FOR: 1099683136 WITH FSC & DIAGNOSTIC CODE DESCRIPTIONS ORDERED BY: HEALTH NUMBER, SERVICE DATE, PROVIDER, FSC

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|-------------------|-----------------|------------------------|------------------------|--|------------|-----------------------------------|-------------|----------|----------|------------|---------|-----|----------|-----------------------|----------------|---------|
| Health No Name    | Nama            | Service<br>Date        | 75                     | FSC FSC Description  | <u> </u>   | Diag Code Description             |             |          | Provider | <b>8</b> 3 | Phys N  | - Z | Fee Paid | Assess or<br>Run Date | Hospital<br>No | +<br>12 |
|                   |                 |                        |                        |  | ;          |                                   |             | S<br>G   |          | }          | 2       | i   |          |                       | !              | e L     |
| 3676395601        | PLETCHER, VICKY | 2018-11-21             | Z117A                  | 1099683136 FLETCHER, VICKY 2018-11-21 2117A SKIN.CHEM/CRYOTHERAPY MINCR SKIN | 781        | SIGHS/SYMPTOMS NOT YET DIAG.      | 8           | <b>₹</b> | 402820   | 8          |         | -   | 11.65    | 2018-11-27            |                | -       |
|                   | U               |                        |                        | LESTONS 1/HORE   |            | MUSCULOSICELETAL SYSTEM - LEG     |             |          |          | !          |         |     |          |                       |                | )       |
|                   | ı               | 2018-12-13             | SE SE                  | 2018-12-13 G441A D/T.PROC.OTOLARYNG PURE TONE                                | 8          |                                   | 9184        | FDAV     | 015273   | 7          | 52223   | -   | 16.65    | 2019-01-14            | 4829           | - 98    |
|                   |                 |                        |                        | W/SPEECH RECEPT/DISCRIM TECHN.   |            |                                   |             | į        |          | i          |         | ı   |          |                       | )              | }       |
|                   |                 | 2018-12-13 G442A D./T. | <b>8</b> 42 <b>4</b> 2 | .L.a   | 8          |                                   | 9154        | ₽Ş       | 015273   | 74         | 572510  | -   | 3.02     | 2019-01-14            | 4829           | - 28    |
|                   |                 |                        |                        | PROC-OTO-AUDIOMETRIC-IMPEDANCE   |            |                                   | :<br>!      |          |          | ;          |         | •   |          |                       | ]              |         |
|                   |                 |                        |                        | AUDIOM-TECH, COMP.   |            |                                   |             |          |          |            |         |     |          |                       |                |         |
|                   |                 | 2018-12-13             | A9253                  | OTOLARYNG DIAG.HEARING TEST  | 8          |                                   | HB45        | ₽        | 015273   | 74         | 57.27.0 | -   | 15.70    | 2019-01-28            | 4829           | -       |
|                   |                 |                        |                        | PROF.COMP.TO G441  |            |                                   | !           |          |          | ;          |         | •   |          |                       | Ì              | •       |
|                   |                 | 2018-12-13 GS29A       | 6529<br>6529           | D.T.PROCOTOL AUDIOM-IMPEDANCE  | 8          |                                   | <b>F845</b> | ₽<br>S   | 015273   | 24         | 015273  | -   | 1.88     | 2019-01-28            | 4829           | -       |
|                   |                 |                        |                        | AUDIOMETRY PROF. COMP.   |            |                                   | !           |          |          | i<br>I     |         | ,   |          |                       |                | ,       |
|                   |                 | 2018-12-13 A244A       | <b>₹</b>               | _  | <b>8</b> 8 | DEAFNESS                          | 800         | ₽Q       | 033362   | ጄ          | 014995  |     | 24.55    | 2019-01-04            | <b>2</b>       |         |
|                   |                 | 2018-12-13             | A007A                  | A007A INTERHED ASSESSAWELL BASY  | 311        | DEPRESSIVE OR OTHER NON-PSYCHOTIC | 0000        | FDAV     | 038204   | 8          |         | -   | 37.07    | 2018-12-14            |                | -       |
|                   |                 |                        |                        | CARE-F.P./G.P./PAED.   |            | DISORDERS, NOT ELSEWHERE          |             |          |          | }          |         | •   |          |                       |                | •       |
| Health No Totals: | Totals:         |                        |                        |  |            |                                   |             |          |          |            |         | 201 | 8,758.42 |                       |                |         |

### **PROVIDER DETAILS REPORT**

Page: 1 of 2

Source: CPDB

Client First Name and Last Name:

### **VICKY FLETCHER**

| Provider No | Provider Name     | Municipality |  |
|-------------|-------------------|--------------|--|
| 012630      | LAHAYE, STEPHEN   | KINGSTON     |  |
| 014435      | SAMIS, ANDREW     | KINGSTON     |  |
| 014995      | MILEVA, LILI      | KINGSTON     |  |
| 015273      | JONES, EDMUND     | KINGSTON     |  |
| 019673      | REID, STUART      | KINGSTON     |  |
| 024030      | FLOOD, JUSTIN     | KINGSTON     |  |
| 024578      | SMITH, DAVID      | KINGSTON     |  |
| 025652      | WOZNIAK, MIRANDA  | ETOBICOKE    |  |
| 026664      | BRIDGE, SUZANNE   | OSHAWA       |  |
| 029514      | SIBLEY, STEPHANIE | BELLEVILLE   |  |
| 030221      | WALLACE, MICHAEL  | KINGSTON     |  |
| 032025      | TRIER, JESSICA    | KINGSTON     |  |
| 032410      | WATKINS, JESSICA  | BELLEVILLE   |  |
| 033362      | BEYEA, JASON      | KINGSTON     |  |
| 035411      | DABREO, DOMINIQUE | KINGSTON     |  |
| 038127      | GULATI, SAURABH   | KINGSTON     |  |
| 038204      | FOYLE, CATHARINE  | KINGSTON     |  |
| 076802      | ADAMS, GERALD     | KINGSTON     |  |
| 153114      | TWEMLOW, GREGORY  | BELLEVILLE   |  |
| 199992      | GREENWAY, KEITH   | BURLINGTON   |  |
| 812099      | HOOVER, MILLARD   | KINGSTON     |  |

2019/04/02

### **CLINIC DETAILS REPORT**

Page: 2 of 2

Source: CPDB

Client First Name and Last Name:

### **VICKY FLETCHER**

| Clinic No | Clinic Name                | Municipality |
|-----------|----------------------------|--------------|
| 5651      | LIFELABS LP                | BELLEVILLE   |
| 5687      | LIFELABS LP                | ETOBICOKE    |
| 8665      | DEPT OF MRI/CT-KGH         | KINGSTON     |
| 8994      | DEPT OF ECG HDH            | KINGSTON     |
| 9154      | DEPT OF OTOLARYNGOLOGY HDH | KINGSTON     |
| H770      | SEAMO ANESTHESIOLOGY       | KINGSTON     |
| H829      | SEAMO PHYSICAL MED APP     | KINGSTON     |
| Н839      | SEAMO MED - NEUROLOGY APP  | KINGSTON     |
| H841      | SEAMO MED - CARDIOLOGY APP | KINGSTON     |
| H845      | SEAMO OTOLARYNGOLOGY APP   | KINGSTON     |
| H848      | SEAMO CRITICAL CARE APP    | KINGSTON     |
| H853      | SEAMO SURG - NEUROSURG APP | KINGSTON     |

### TAB L

Court File No.: 18-77432

### ONTARIO SUPERIOR COURT OF JUSTICE

**BETWEEN:** 

### **BUSINESS DEVELOPMENT BANK OF CANADA**

**Applicant** 

- and -

730 HOLDINGS INC., 730 SUBWAY INC., 730 ROADHOUSE INC. and 2362655 ONTARIO INC.

Respondents

### AFFIDAVIT OF ROXANNE CHAPMAN (sworn on April 8, 2019)

I, Roxanne Chapman, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

- 1. I am a legal assistant with the law firm of Soloway Wright LLP ("SW"), the lawyers for Raymond Chabot Inc. ("RCI") in its capacity as Receiver of the property, assets and undertakings of the Respondents and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
- 2. Attached hereto as **Exhibit "A"** are true copies of the invoices forwarded to the Receiver by SW for fees and disbursements incurred in the course of the within proceeding for the period November 14, 2018 to April 8, 2019.
- 3. Attached hereto as **Exhibit "B"** is a schedule summarizing each invoice in **Exhibit "A"**, by fees, disbursements and HST.

- 4. I have been advised by André A. Ducasse, a Partner with Soloway Wright LLP, who has carriage of this matter, and verily believe that, the rates charged by counsel for the Receiver throughout the course of these proceedings are comparable to the rates charged by other law firms in the Ottawa market for the provision of similar services.
- 5. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver's counsel.

SWORN BEFORE me at the City of Ottawa in
the Province of Ontario
this 8<sup>th</sup> day of April, 2019
)

A Commissioner for Taking Affidavits, etc.

ROXANNE CHAPMAN

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

Chapman sworn April 8, 2019

Commissioner for Taking Affidavits (or as may be)



Soloway Wright LLP

700 - 427 Laurier Avenue West Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880

F: 613.238.8507

www.solowaywright.com

Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

December 6, 2018 Our File # 50434-01003 Invoice # 296917 GST/HST Reg. #121761480

### **INTERIM ACCOUNT SUMMARY**

RE: 730 HOLDINGS INC.

Our Fee Herein \$3,280.00

Total Disbursements \$ 451.51

 HST on Fees - 13.00%
 \$ 426.40

 HST on Disbursements - 13.00%
 \$ 37.90

Total Taxes \$ 464.30

Total Account <u>\$ 4,195.81</u>

André Ducasse (0092)

E. & O.E.



Soloway Wright LLP

700 - 427 Laurier Avenue West Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880

F: 613.238.8507

www.solowaywright.com

Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

(

December 6, 2018 Our File # 50434-01003 Invoice # 296917 GST/HST Reg. #121761480

### INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

**RE: 730 HOLDINGS INC.** 

### **FEES**

| Date     | Atty | Description of Services Rendered   | Hours |
|----------|------|--|-------|
| 11/23/18 | AD   | Reviewing account information and documentation re: municipality's claim for tax arrears and making notes re: same; correspondence to and from S. Loiselle re: same and receiver's court report.   | 1.20  |
| 11/26/18 | AD   | Correspondence from and to counsel for BDC re: status of distribution motion and issues re: same.  | .20   |
| 11/27/18 | AD   | Drafting and revising receiver's second report to the Court; telephone attendance with S. Loiselle re: issues re: same; correspondence to S. Loiselle re: revised report to the Court; reviewing Municipal Act re: Township's claim for tax arrears; various emails to and from counsel for Township re: same; drafting and revising opinion to Receiver re: Township's claim. | 2.80  |
| 11/28/18 | AD   | Correspondence from and to K. Perron re: certified tax bill and Township's claim and reviewing same; drafting and revising opinion to receiver re: Townships statutory priority claim.   | .90   |
| 11/29/18 | AD   | Correspondence from receiver re: revised Court report and reviewing same; drafting and revising notice of motion and order and preparing motion material.  | 1.40  |
| 11/30/18 | AD   | Telephone attendance with S. Loiselle re: motion material; correspondence to and Court re: Court attendance; finalizing motion record; correspondence to parties re: service of motion record; instructions to clerk re: same.   | .50   |

Invoice #: 296917 730 HOLDINGS INC. December 6, 2018

| . Date Atty | Description of Services Rendered  | Hours |
|-------------|---|-------|
| 12/04/18 AD | Drafting and revising Order; correspondence to and from counsel for BDC | 1.20  |
|             | and Township re: same; correspondence from counsel for Encon re:        |       |
|             | insurer's position on pollution claim and offer with respect thereto.   |       |

Total Hours: 8.20

Our Fee Herein: \$ 3,280.00

### **DISBURSEMENTS**

| Description of Costs Advanced | Amount             |
|-------------------------------|--------------------|
| Photocopies and Printing      | 243.40             |
| Motions/Orders (non taxable)  | 160.00             |
| Courier Charges               | 48.11              |
| Total Disbursements:          | \$ 451.51          |
| HST on Fees - 13.00%          | \$ 426.40          |
| HST on Disbursements - 13.00% | <u>\$ 37.90</u>    |
| Total Taxes                   | \$ <b>464.30</b>   |
| Total Account                 | <u>\$ 4,195.81</u> |

THIS IS OUR ACCOUNT



### **Soloway Wright LLP**

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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

December 6, 2018 Our File # 50434-01003 Invoice # 296917 GST/HST Reg. #121761480

### REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

| Total Fees    | \$ 3,280.00        |
|---------------|--------------------|
| Total Costs   | \$ 451.51          |
| Total Taxes   | \$ 464.30          |
| Total Account | <u>\$ 4,195.81</u> |

To ensure proper credit to your account please return this remittance with your payment.

Please note that you can now pay this account using the Bill Payment function of the major Canadian Banks. For your reference, your customer number is 50434.



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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

January 9, 2019 Our File # 50434-01003 Invoice # 298572 GST/HST Reg. #121761480

### INTERIM ACCOUNT SUMMARY

**RE: 730 HOLDINGS INC.** 

Our Fee Herein \$ 2,240.00

Total Disbursements \$41.70

HST on Fees - 13.00% \$ 291.20 HST on Disbursements - 13.00% \$ 5.42

Total Taxes <u>\$ 296.62</u>

Total Account <u>\$ 2,578,32</u>

André Ducasse (0092)

E. & O.E.



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Stanley Loiselle
Raymond Chabot Inc. 

116 Albert Street, Suite 1000
Ottawa, ON K1P 5G3

January 9, 2019 Our File # 50434-01003 Invoice # 298572 GST/HST Reg. #121761480

### INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

**RE: 730 HOLDINGS INC.** 

### **FEES**

| Date     | Atty | Description of Services Rendered   | Hours |
|----------|------|--|-------|
| 12/05/18 | AD   | Telephone attendance with S. Loiselle re: Encon's offer to settle, issues re: same and proposed course of action; correspondence to and from counsel for BDC and Township re: same; correspondence from counsel for BDC re: approval of order.   | .60   |
| 12/06/18 | AD   | Reviewing motion material and preparing for Court attendance.  | 1.00  |
| 12/07/18 | AD   | Preparing for and attendance in Court; correspondence to parties re: service of Court Order.   | 3.30  |
| 12/10/18 | AD   | Correspondence from and to counsel for Township re: distribution; correspondence from counsel for BDC and Receiver re: same.   | .20   |
| 12/17/18 | AD   | Correspondence from counsel for Cervus re: leasing issues; correspondence to S. Loiselle re: same; correspondence from counsel for Township re: funds; correspondence to and S. Loiselle re: same and Cervus lease documents; correspondence to counsel for Township re: funds; correspondence to and from counsel for Cervus re: lease. | .50   |

Total Hours: 5,60

Our Fee Herein: \$ 2,240.00

January 9, 2019

Invoice #: 298572

730 HOLDINGS INC.

### **DISBURSEMENTS**

| Outgoing Fax Charges Photocopies and Printing Court Run Services | Amount<br>1.50<br>.20<br>40.00 |
|--|--------------------------------|
| Total Disbursements:   | \$ 41.70                       |
| HST on Fees - 13.00%<br>HST on Disbursements - 13.00%            | \$ 291.20<br>\$ 5.42           |
| Total Taxes  | \$ 296.62                      |
| Total Account  | <u>\$ 2,578.32</u>             |

THIS IS OUR ACCOUNT



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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa. ON K1P 5G3

January 9, 2019 Our File # 50434-01003 Invoice # 298572 GST/HST Reg. #121761480

### REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

| Total Fees    | \$ 2,240.00        |
|---------------|--------------------|
| Total Costs   | \$ 41.70           |
| Total Taxes   | \$ 296.62          |
| Total Account | <u>\$ 2,578.32</u> |

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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

March 6, 2019 Our File # 50434-01003 Invoice # 300426 GST/HST Reg. #121761480

### **INTERIM ACCOUNT SUMMARY**

**RE: 730 HOLDINGS INC.** 

Our Fee Herein \$ 1,880.00

Total Disbursements \$ .00

HST on Fees - 13.00% \$ 244.40

Total Taxes \$ 244.40

Total Account \$2,124,40

André Ducasse (0092)

E. & O.E.



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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

March 6, 2019
Our File # 50434-01003
Invoice # 300426
GST/HST Reg. #121761480

### **INTERIM ACCOUNT**

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

**RE: 730 HOLDINGS INC.** 

### **FEES**

| Date    | Att | Description of Services Rendered   | Hours |
|---------|-----|--|-------|
| 1/23/19 | AD  | Correspondence from counsel for Federated Insurance re: disclosure request;            | .30   |
|         |     | correspondence to S. Loiselle re: same; correspondence to counsel for BDC              |       |
|         |     | re: Encon coverage issue.  |       |
| 1/25/19 | AD  | Correspondence from counsel for BDC re: issues re: ongoing claim against               | .20   |
|         |     | Federated and reviewing same.  |       |
| 1/28/19 | AD  | Correspondence to S. Loiselle re: insurance issues raised by counsel for BDC;          | .30   |
|         |     | correspondence to counsel for BDC re: same; correspondence from and to                 |       |
|         |     | counsel for Federated re: requested financial information; correspondence to           | •     |
|         |     | S. Loiselle re: same.  |       |
| 2/04/19 | AD  | Instructions from S. Loiselle re: BDC's counsel's request for documentary              | .40   |
|         |     | disclosure from Township; reviewing proposed correspondence re: same;                  |       |
|         |     | correspondence to and from D. O'Leary re: same.  |       |
| 2/08/19 | AD  | Reviewing correspondence from counsel for BDC re: information required                 | .80   |
|         |     | from Township; correspondence to counsel for Township re: same; reviewing              |       |
|         |     | correspondence from counsel for Federated re: CRA direction; reviewing                 |       |
|         |     | information from S. Loiselle re: same; correspondence to and from counsel              |       |
|         |     | re: same.  |       |
| 2/11/19 | AD  | Correspondence from counsel for BDC re: information requested from                     | .10   |
|         |     | Township.  |       |
| 2/12/19 | AD  | Emails from and to S. Loiselle and M. Rodrigue re: status of receivership proceedings. | .10   |

Invoice #: 300426 730 HOLDINGS INC. March 6, 2019

|           |         |   | المناسبة والمناسبة |
|-----------|---------|---|--------------------|
| Date      | Atty    | Description of Services Rendered  | Hours              |
| 2/13/19   | AD      | Telephone attendance with receiver and BDC re: pollution insurance claim  | .30                |
| 24242     |         | and various issues re: same.  | .90                |
| 2/14/19   | AD      | Various emails from and to counsel for BDC re: Encon claim and coverage; various emails to and from S. Loiselle re: same; correspondence to counsel | .50                |
|           |         | re: Encon policy and named insured; correspondence to counsel for Encon re  | •                  |
|           |         | same.   | •                  |
| 2/22/19   | AD      | Correspondence from counsel for BDC re: Encon claim and next steps re:  | 1.00               |
| _,,       |         | same and receivership proceedings; correspondence to and from S. Loiselle   |                    |
|           |         | re: same and next Court attendance; correspondence to counsel for   |                    |
|           |         | municipality re: claim and priority re: environmental cleanup costs;  |                    |
|           |         | telephone attendance with Township's counsel re: same; correspondence   |                    |
|           |         | from counsel for BDC re: payout amounts.  | 20                 |
| 2/25/19   | AD      | Correspondence from S. Loiselle re: BDC and Township claims and issues re:  | .30                |
|           |         | same; telephone attendance with S. Loiselle re: same; correspondence from counsel for Federate re: direction to CRA.                                |                    |
|           |         | coanserior rederate residirection to cha.   |                    |
| To        | tal Ho  | nurs:   | 4.70               |
|           |         |   |                    |
| Ot        | ır Fee  | Herein: \$  | 1,880.00           |
|           |         |   |                    |
| HST on Fe | ees - 1 | 13.00% \$ 244.40  |                    |
|           |         |   |                    |
| То        | tal Ta  | axes  | \$ 244.40          |
| To        | tal Ac  | ccount  | 2.12 <u>4.40</u>   |
|           |         |   |                    |

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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

March 6, 2019 Our File # 50434-01003 Invoice # 300426 GST/HST Reg. #121761480

### **REMITTANCE ADVICE**

For professional services rendered and disbursements incurred.

| Total Fees    | \$ 1,880.00        |
|---------------|--------------------|
| Total Costs   | \$.00              |
| (-            | £ 244.40           |
| Total Taxes   | <u>\$ 244.40</u>   |
| Total Account | <u>\$ 2,124,40</u> |

To ensure proper credit to your account please return this remittance with your payment.

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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

April 8, 2019 Our File # 50434-01003 Invoice # 301700 GST/HST Reg. #121761480

### INTERIM ACCOUNT SUMMARY

RE: 730 HOLDINGS INC.

Our Fee Herein \$3,520.00

**Total Disbursements** \$.00

HST on Fees - 13.00% \$ 457.60

**Total Taxes** \$457.60

**Total Account** \$ 3,977.60

André Ducasse

(0092)

E. & O.E.



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Ottawa ON K1R 7Y2

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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

April 8, 2019
Our File # 50434-01003
Invoice # 301700
GST/HST Reg. #121761480

### **INTERIM ACCOUNT**

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

**RE: 730 HOLDINGS INC.** 

### **FEES**

| Date    | Atty | Description of Services Rendered   | Hours |
|---------|------|--|-------|
| 3/06/19 | AD   | Various correspondence from and to counsel for BDC re: Encon cleanup claim and various issues and documents re: same; correspondence from and to S. Loiselle re: outstanding matters; correspondence to counsel for Township re: payout statement and authorities.   | 1.10  |
| 3/08/19 | AD   | Correspondence from counsel for Township re: environmental cleanup costs and issues re: same.  | .20   |
| 3/11/19 | AD   | Correspondence from and to BDC's counsel re: proposed claim re: Encon claim.   | .10   |
| 3/19/19 | AD   | Correspondence from counsel for Township re: Township's priority claims and reviewing documents re: same; correspondence to S. Loiselle re: same; reviewing proposed statement of claim from counsel for BDC; correspondence to and S. Loiselle re: same; further correspondence to and from counsel for BDC re: same. | 1.20  |
| 3/20/19 | AD   | Reviewing correspondence from counsel for BDC re: various issues re: Encon claim re: environmental cleanup costs.  | .30   |
| 3/22/19 | AD   | Reviewing correspondence and documents from Township's counsel re: priority claim re: environmental cleanup costs; reviewing statues and case law and authorities re: same; drafting and revising vetting opinion to Receiver re: Township's claim for environmental cleanup costs.                                    | 3.10  |
| 3/23/19 | AD   | Correspondence from and to S. Loiselle re: Township's claim and issues re: same.   | .10   |

| Invoice #                   |         |   | April 8, 2019      |  |
|-----------------------------|---------|---|--------------------|--|
| 730 HOL                     | DINGS   | INC.  |                    |  |
| Date                        | Attv    | Description of Services Rendered  | Hours              |  |
| 3/25/19                     | AD      | Correspondence from and to S. Loiselle re: Township's claim.  | .10                |  |
| 3/26/19                     | AD      | Correspondence to S. Loiselle re: Receiver's Court report.  | .10                |  |
| 4/03/19                     | AD      | Telephone attendance with counsel for the Township re: proposed arrangements re: payment of Township's claim and terms thereof;           | .90                |  |
|                             |         | correspondence from and to counsel re: same; correspondence to an   |                    |  |
|                             |         | S. Loiselle re: same; drafting and revising receiver's report to the Cour   |                    |  |
| 4/04/19                     | AD      | Drafting and revising receiver's report and motion material re: Court   | 1.60               |  |
|                             |         | attendance; correspondence to S Loiselle re: same; correspondence to counsel for Township re: payment of Township's claim and terms there |                    |  |
|                             |         |   |                    |  |
| To                          | otal Ho | urs:  | 8.80               |  |
| Our Fee Herein: \$ 3,520.00 |         |   |                    |  |
|                             |         |   |                    |  |
| HST on F                    | ees - 1 | 3.00% \$ 457.60   |                    |  |
|                             | •       |   |                    |  |
| To                          | otal Ta | xes .   | \$ 457.60          |  |
| To                          | otal Ac | count   | <u>\$ 3,977.60</u> |  |

THIS IS OUR ACCOUNT



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Stanley Loiselle Raymond Chabot Inc. 116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

April 8, 2019 Our File # 50434-01003 Invoice # 301700 GST/HST Reg. #121761480

### REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

| Total Fees    | \$ 3,520.00 |
|---------------|-------------|
| Total Costs   | \$.00       |
| Total Taxes   | \$ 457.60   |
| Total Account | \$ 3,977.60 |

To ensure proper credit to your account please return this remittance with your payment.

Please note that you can now pay this account using the Bill Payment function of the major Canadian Banks. For your reference, your customer number is 50434.

This is Exhibit "B" referred to in the Affidavit of Roxanne Chapman sworn April 8, 2019

Commissioner for Taking Affidavits (or as may be)

| Invoice Date     | Fees        | Disbursements | HST             | Total       |
|------------------|-------------|---------------|-----------------|-------------|
| December 6, 2018 | \$3,280.00  | \$451.51      | \$464.30        | \$4,195.81  |
| January 9, 2019  | \$2,240.00  | \$41.70       | \$296.62        | \$2,578.32  |
| March 6, 2019    | \$1,880.00  | \$0.00        | \$244.40        | \$2,124.40  |
| April 8, 2019    | \$3,520.00  | \$0.00        | <u>\$457.60</u> | \$3,977.60  |
| TOTAL            | \$10,920.00 | \$493.21      | \$1,462.92      | \$12,876.13 |

### 730 HOLDINGS INC. et al. Respondents

Court File No. 18-77432

### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**Proceeding Commenced at Ottawa** 

### MOTION RECORD OF THE COURT-APPOINTED RECEIVER

### **SOLOWAY WRIGHT LLP**

Lawyers 700-427 Laurier Avenue West Ottawa ON K1R 7Y2

**André A. Ducasse** - LSUC No.: 044739R (613) 236-0111 telephone (613) 238-8507 facsimile

Lawyers for the Court-Appointed Receiver, Raymond Chabot Inc.