

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

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**MOTION RECORD OF THE RECEIVER  
(Returnable February 26, 2021)**

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capacity as the Court-Appointed  
Receiver and Manager of Nauss  
Plumbing & Heating Inc.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

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Respondent

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**TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**NOTICE OF MOTION**

MNP Ltd., in its capacity as the Court-appointed Receiver and Manager (the “Receiver”) of Nauss Plumbing & Heating Inc. (“Nauss”), will make a motion to a Judge on Friday, February 26, 2021 at 10:00 a.m. or as soon after that time as the motion can be heard, at 155 Elm Street, Sudbury, Ontario, said motion to be heard via videoconference, due to the COVID-19 pandemic.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally

**THE MOTION IS FOR:**

1. An order abridging the time for service and validating service of the Motion Record, if necessary, and dispensing with any further service of the Motion Record, such that this motion is properly returnable on Friday February 26, 2021;

2. An order substantially in the form attached hereto as Schedule A and in particular:
  - (a) approving a transaction of purchase and sale (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between the Receiver and Barker Bros Inc., with any non-material amendments as may be appropriate in the view of the Receiver, and authorizing and directing the Receiver to take such steps as are necessary to complete the Transaction; and
  - (b) an order vesting the Purchased Assets, as that term is defined in the Sale Agreement, in and to Barker Bros Realty Incorporated (the nominee of Barker Bros Inc.) free and clear of any and all claims, subject to certain assumed liabilities and permitted encumbrances, as set out in the Sale Agreement.
  
3. An Order substantially in the form attached hereto as Schedule B and in particular:
  - (a) approving the First Report of the Receiver dated February 19, 2021 (the “**First Report**”), and the decision, conduct, and activities of the Receiver as set out therein;
  - (b) sealing Confidential Appendices #2 and #3 to the First Report until the earlier of 60 days from the making of the order or further order of the Court;
  - (c) sealing Confidential Appendices #1 and #4 to the First Report until further order of the Court;
  - (d) directing the Receiver to repay the deposit of 11993330 Canada Inc., in respect of a transaction with Nauss that was not completed;

- (e) approving the fees and disbursements of the Receiver and the fees and disbursements of its counsel Audaxlaw PC; and
  - (f) approving the Receiver's Interim Statement of Receipts and Disbursements.
4. such further and other relief as counsel may advise and this Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The Receiver was appointed as receiver and manager of Nauss on November 13, 2020 by order of the Honourable Justice Hennessy.
2. Upon appointment, the Receiver took control of Nauss' business and assets, in particular, four (4) parcels of real property in and around the Sudbury area from which Nauss operated its business. The activities of the Receiver with respect to the commencement of the receivership, and its administration thereof, are detailed in the First Report.
3. As part of its mandate, the Receiver listed the four (4) parcels of real property. In connection with said action, the Receiver has secured an acceptable offer for one (1) of the parcels – the Lasalle Property (as defined in the First Report) – from Barker Bros Inc.. Obtaining a sale approval and vesting order from this Honourable Court is a condition of closing for the benefit of the purchaser, Barker Bros Realty Incorporated, the nominee of Barker Bros Inc. pursuant to an assumption and assignment agreement. The Receiver also seeks the sealing of certain confidential appendices to the First Report that relate to the Receiver's marketing and sale of the four (4) parcels of real property. The sealing of the confidential appendices is necessary to protect the integrity of

the Receiver's sales efforts and there is no material prejudice to any creditor with respect to the relief sought in connection therewith.

4. The Receiver is not seeking to make any distribution to creditors at this juncture.
5. In addition, the Receiver seeks approval to return a deposit in connection with certain proposed but not completed transactions (entered into prior to the receivership) between Nauss and 11993330, as discussed in the First Report. The Receiver is of the view that Nauss has no entitlement to those funds.
6. With respect to the foregoing and of its administration of the estate, the Receiver has acted honestly and in good faith and has dealt with the property of Nauss in a commercially reasonable manner, as is set out in greater detail in the First Report.
7. Rules 2.03, 3.02, and 37 of the Rules of Civil Procedure.
8. Sections 100 and 101 of the Courts of Justice Act, R.S.O. 1990, c C43, as amended.
9. Section 243 of the Bankruptcy and Insolvency Act, R.S.C. 1985, as amended.
10. Such further and other grounds as counsel may advise and this Court permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. the First Report of the Receiver; and
2. such further and other material as counsel may advise and this Court permits.

February 19, 2021

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Lawyers for the Purchaser

**SCHEDULE A**

Court File No. CV-19-00008866-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE JUSTICE            )            DAY, THE 26TH DAY OF  
  )            FEBRUARY, 2021  
  )

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by MNP Ltd., in its capacity as court appointed receiver and manager (the “**Receiver**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. dated January 15, 2021, and an order vesting in Barker Bros Realty Incorporated, the nominee of Barker Bros Inc. (the “**Purchaser**”), all of Nauss Plumbing & Heating Inc.’s (“**Nauss**”) right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the “**Purchased Assets**”) and other relief, was heard this day, via videoconference, due to the COVID-19 pandemic.

**ON READING** the First Report of the Receiver dated February \_\_\_, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on

the service list, although properly served as appears from the affidavit of \_\_\_\_\_ sworn February \_\_, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and of the Motion Record herein, be and is hereby validated and abridged so that this Motion is properly returnable today and hereby dispenses with any further service hereof.
2. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase 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.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of Nauss's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement, and more particularly set out in **Schedule D**, 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 Receivership Order dated November 13, 2020; (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 B** 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 C**) 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.

5. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a transfer/deed of land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject 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 B** hereto.
6. **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.
7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Nauss's records pertaining to Nauss's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Nauss.
8. **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 Nauss and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of Nauss;

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 Nauss and shall not be void or voidable by creditors of Nauss, 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.

9. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of section 6(3) of the *Retail Sales Act* (Ontario).

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

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**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-19-00008866-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Hennessey of the Ontario Superior Court of Justice (the “**Court**”) dated November 13, 2020, MNP Ltd. was appointed as receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Nauss Plumbing & Heating Inc. (“**Nauss**”).

B. Pursuant to an Order of the Court dated February 26, 2021, the Court approved the agreement of purchase and sale made as of January 15, 2021 (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. and provided for the vesting in, Barker Bros Realty Incorporated, the nominee of Barker Bros. Inc. (the “**Purchaser**”), pursuant to an Assignment and Assumption Agreement dated February \_\_\_, 2021, of all of Nauss’s 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 Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; 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].

**MNP LTD. solely in its capacity as receiver and manager of NAUSS HEATING & PLUMBING INC., and not in any other capacity**

Per:

\_\_\_\_\_

Name:

Title:

**Schedule B – Claims to be deleted and expunged from title to Real Property**

SD341554 – Charge – From NAUSS PLUMBING & HEATING INC. to CANADIAN IMPERIAL BANK OF COMMERCE

SD341555 – Notice of Assignment of Rents – General – from NAUSS PLUMBING & HEATING INC. to CANADIAN IMPERIAL BANK OF COMMERCE

SD342507 – Charge – From NAUSS PLUMBING & HEATING INC. to 739572 ONTARIO LIMITED

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

LT80621 – Transfer Easement – The Hydro-Electric Power Commission of Ontario

LT386617 – Notice – Airport Zoning Regulation

**Schedule D – Description of Lands**

**PIN 73564-0117 (LT):** PCL 18965 SEC SES; PT LT 9 CON 6 NEELON AS IN LT 109921  
EXCEPT LT 1 PL M861; S/T LT80621; GREATER SUDBURY

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

- and -

**NAUSS PLUMBING AND HEATING INC.**

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

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**SALE APPROVAL AND  
VESTING ORDER  
(FEBRUARY 26, 2021)**

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**SCHEDULE B**

Court File No. CV-19-00008866-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE JUSTICE            )            DAY, THE 26TH DAY OF  
  )            FEBRUARY, 2021  
  )

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**ADMINISTRATIVE ORDER**

**(February 26, 2021)**

**THIS MOTION**, made by MNP Ltd., in its capacity as court appointed receiver and manager (the “**Receiver**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. dated January 15, 2021, and an order vesting in Barker Bros Realty Incorporated, the nominee of Barker Bros Inc. (the “**Purchaser**”), all of Nauss Plumbing & Heating Inc.’s (“**Nauss**”) right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the “**Purchased Assets**”) and other relief, was heard this day, via videoconference, due to the COVID-19 pandemic.

**ON READING** the First Report of the Receiver dated February 19, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on

the service list, although properly served as appears from the affidavit of \_\_\_\_\_ sworn February \_\_\_, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and of the Motion Record herein, be and is hereby validated and abridged so that this Motion is properly returnable today and hereby dispenses with any further service hereof.
  2. **THIS COURT ORDERS AND DECLARES** that the First Report and the decisions, conduct, and activities set out therein be and are hereby approved.
  3. **THIS COURT ORDERS** that Confidential Appendices #2 and #3 to the First Report be and are hereby sealed until the earlier of 60 days from the date of this order or further order of the Court.
  4. **THIS COURT ORDERS** that Confidential Appendices #1 and #4 to the First Report be and are hereby sealed until further order of the Court.
  5. **THIS COURTS ORDERS AND DIRECTS** that the Receiver repay the \$82,000 deposit paid by 11993330 Canada Inc. to Nauss in connection with proposed, but not completed, sale transactions that had been entered into between 11993330 Canada Inc. and Nauss prior to the receivership.
  6. **THIS COURT ORDERS AND DECLARES** that the fees and disbursements of the Receiver and its counsel Audaxlaw PC as set out in the First Report be and are hereby approved.
  7. **THIS COURT ORDERS AND DECLARES** that the Receiver's Interim Statement of Receipts and Disbursements as set out in the First Report be and are hereby approved.
-

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

**NAUSS PLUMBING AND HEATING INC.**

- and -

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**ADMINISTRATIVE ORDER  
(FEBRUARY 26, 2021)**

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**CANADIAN IMPERIAL BANK OF  
COMMERCE**

**NAUSS PLUMBING AND HEATING INC.**

- and -

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**NOTICE OF MOTION  
(FEBRUARY 26, 2021)**

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**TAB 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**FIRST REPORT TO THE COURT OF MNP LTD IN ITS CAPACITY AS RECEIVER  
AND MANAGER OF THE ASSETS, UNDERTAKINGS, AND PROPERTIES OF  
NAUSS PLUMBING & HEATING INC.**

February 19, 2021

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## **APPENDICES**

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- Appendix “B”** – Marley Mechanical Ltd. Asset Purchase Agreement dated December 18, 2020
- Appendix “C”** – Canam - Appraiz Inc. Appraisal December 17, 2020
- Appendix “D”** – Northland Group of Companies Ltd. Bill of Sale dated December 29, 2020
- Appendix “E”** – McDowell Brothers Industries Inc. email January 15, 2021
- Appendix “F”** – Marley Mechanical Ltd. Asset Purchase Agreement dated February 8, 2021
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**Confidential Appendix "2" – Summary of Offers for Lasalle Property**

**Confidential Appendix "3" – Lasalle Sale Agreement**

**Confidential Appendix "4" – 11993330 Canada Inc. Agreements**

## INTRODUCTION

1. On November 13, 2020, the Ontario Superior Court of Justice (the “**Court**”) made an order (the “**Appointment Order**”), *inter alia*, appointing MNP Ltd. (the “**Receiver**”) as receiver and manager of all the assets, undertakings and properties (“**Assets**”) including real property (the “**Properties**”) of Nauss Plumbing & Heating Inc. (“**Nauss**” or the “**Company**”) acquired for, or used in relation to the business carried on by the Company. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. Nauss is a private Ontario corporation that operated its businesses from four (4) locations that it holds title to in and around Sudbury, Ontario:
  - a) plumbing and heating contracting from 2590 Lasalle Boulevard, Sudbury, Ontario (the “**Lasalle Property**”);
  - b) plumbing and heating contracting also known as Garnet Plumbing from 551 Centre Street, Espanola, Ontario (the “**Espanola Property**”);
  - c) a spring water bottling facility operating as Jennica Springs from its location at 1330 North Road, Markstay, Ontario (the “**Jennica Springs Property**”);
  - d) and a storage facility for boats, all terrain vehicles, recreational and other vehicles (collectively the “**Customers Equipment**”) from a former hockey arena located at 7 Millichamp Street, Markstay, Ontario (the “**Arena Property**” and together with the Lasalle Property, Espanola Property and the Jennica Springs Property, hereinafter collectively referred to as, the “**Properties**”).
3. As set out in further detail below, since its appointment on November 13, 2020, the Receiver has suspended the Company’s operations, taken possession and control of the Assets, including the Properties, and undertaken those additional steps considered necessary to safeguard and protect the Assets and Properties.
4. It should be noted by the Court that this receivership has occurred against the backdrop of the COVID-19 pandemic and resultant state of emergency as declared by the Province of Ontario, which has, at times, added to the complexity of the receivership in order to ensure

that the operation of the Properties conformed with applicable COVID-19 safety guidelines.

### **Circumstances Leading to the Receiver's Appointment**

5. The circumstances leading to the appointment of the Receiver, are set out in the Affidavit of Sieg Flatt, sworn November 19, 2019 (the "**Flatt Affidavit**") in support of the initial Receivership Application, brought by the Canadian Imperial Bank of Commerce ("**CIBC**" or the "**Applicant**"), including the following:
  - a) as of November 17, 2019, Nauss was indebted to CIBC in the approximate amount of \$930,00 plus accruing interest and all other charges and expenses of enforcement (the "**Indebtedness**");
  - b) as security for the Indebtedness, Nauss provided CIBC with:
    - i. a general security agreement in respect of all of the personal property of Nauss the terms of which are incorporated within the credit agreements (the "**CIBC GSA**");
    - ii. a charge/mortgage in the principal amount of \$583,000.00 against the Arena Property (the "**Arena Charge**");
    - iii. a charge/mortgage in the principal amount of \$206,000.00 against the Espanola Property (the "**Espanola Charge**");
    - iv. a charge/mortgage in the principal amount of \$210,000.00 against the Lasalle Property (the "**Lasalle Charge**" and together with the Arena Charge and the Espanola Charge, hereinafter collectively referred to as, the "**CIBC Mortgages**");
  - c) Nauss was in default of both the CIBC GSA and each of the CIBC Mortgages and appeared to owe CRA approximately \$350,000 in respect of unremitted source deductions.
6. A copy of the Appointment Order, together with related Court documents and all reports with respect of this matter are available on the Receiver's website, which can be found at [www.mnpdebt.ca/nauss](http://www.mnpdebt.ca/nauss) .

## PURPOSE OF THIS REPORT

7. The purpose of this the Receiver's first report (the "**First Report**") is to:
  - a) update the Court with respect to:
    - i. the activities of the Receiver since the date of the Appointment Order;
    - ii. the Company's Assets and Properties and realizations to-date;
    - iii. other issues the Receiver has responded to in connection with the Properties and termination of the Company's operations;
    - iv. review the listing proposals obtained from for each of the Properties from Royal LePage North Heritage Realty ("**LePage**") and RE/MAX Crown Realty (1989) Inc., ("**Remax**" and together with LePage, hereinafter collectively referred to as the "**Realtors**") as well as the listings agreements entered into with Remax for the sale of each of these Properties;
    - v. the offers received for the Lasalle and Espanola Properties; and
    - vi. an Asset Purchase Agreement dated January 15, 2021 (the "**Lasalle Sale Agreement**") entered into between the Receiver, as vendor, and Barker Brothers Inc. or its assignee as purchaser (the "**Purchaser**") and the transaction contemplated therein (the "**Sale Transaction**");
  - b) provide information to the Court in support of the Receiver's request for orders, *inter alia*,
    - i. approving the First Report and the decisions, conduct, and activities of the Receiver as set out therein;
    - ii. approving the Lasalle Sale Agreement and the Sale Transaction;
    - iii. authorizing the Receiver to take such steps as are necessary and appropriate to facilitate the closing of the Sale Transaction;
    - iv. vesting title in and to the Lasalle Property or as it may direct, free and clear of any encumbrances, save and except as otherwise contemplated by the Lasalle Sale Agreement;
    - v. sealing the **Confidential Appendices "1", "2", "3" and "4"** noted in this Report until such time as the sale of all of the Properties are closed or by further order of the Court;

- vi. authorizing the Receiver to repay to 11993330 Canada Inc. a deposit of \$82,000 paid by 11993330 Canada Inc. in connection with an incomplete transaction, discussed in greater detail below;
- vii. approving the fees and disbursements of the Receiver and its counsel Audaxlaw PC (“**Audax**”) as set out in this Report and the Fee Affidavits of Jerry Henechowicz and Arturo Pugliese, respectively (collectively, the “**Fee Affidavits**”); and
- viii. approving the Receiver’s Interim Statement of Receipts and Disbursements dated February 12, 2021; and
- ix. such other relief as the Court deems appropriate in the circumstances.

## **DISCLAIMER AND TERMS OF REFERENCE**

- 8. In preparing this Report, the Receiver has relied on information (the “**Information**”) regarding the Company, the Assets, and Properties:
  - a) included in the Application/Motion Records and other materials filed with the Court in connection with these proceedings, including the Flatt Affidavit;
  - b) provided by the Company’s directors and management and its legal counsel,
  - c) the Applicant and its respective legal counsel, Gowlings WLG LLP (“**Gowlings**”);
  - d) located in Nauss’ available books and records;
  - e) provided by the Realtors; and
  - f) otherwise made available or provided to the Receiver and its counsel.
- 9. Except as described in this Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada Handbook.

10. All currency references contained herein are in Canadian Dollars, unless otherwise specified. All capitalized terms not otherwise defined herein shall have the meanings as defined in the Appointment Order, unless otherwise specified.

## **RECEIVER'S ACTIVITIES**

11. Since its appointment, the Receiver's activities have concentrated upon:

- a) taking possession and control of the Assets and Properties;
- b) changing locks and arranging for required security patrols of the Properties;
- c) continuing insurance coverages in place as well as arranging for insurance coverage for certain of the Assets and Properties that were uninsured as of the date of the Receiver's appointment;
- d) retaining certain employees and contractors of Nauss to update payroll records, determine the amount of outstanding wages and vacation pay including issuing T4's and Records of Employment, assist in accounts receivable collections and facilitate safeguarding and protection of the Assets and Properties;
- e) identifying and conducting an inventory count of all Customer Equipment located at the Arena Property and notifying the known owners of this equipment of the Receiver's appointment as described below in paragraph 42;
- f) obtaining appraisals for the Company's inventories, equipment, vehicles and installation trucks;
- g) obtaining listing proposals for each of the Properties from the Realtors entering into Listing Agreements with Remax;
- h) pursuant to the authorized sale transaction limits without Court approval (individual and aggregate of \$50,000) as set-put in paragraph 3(j)(i) of the Appointment Order, negotiated and completed four (4) sales transactions for certain of the Assets

totalling \$47,000. These four (4) sale transaction are discussed in greater detail later in this Report;

- i) preparing statutory notices and filings pursuant to Section 245 and 246(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”);
- j) corresponding with secured creditors, unsecured creditors, and other stakeholders regarding the status of these proceedings;
- k) maintaining the Receiver’s website regarding these proceedings [www.mnpdebt.ca/nauss](http://www.mnpdebt.ca/nauss);
- l) reviewing, approving, and paying various operating costs;
- m) negotiating of the Lasalle Sale Agreement as described in greater detail below; and
- n) preparing this First Report and reviewing all Court materials filed in connection with this motion.

## **ASSET REALIZATIONS**

### **Bank Accounts**

12. The Company maintained bank accounts at the Royal Bank of Canada in Sudbury, Ontario. (the “**RBC Accounts**”). Following its appointment, the Receiver arranged for RBC Accounts to be changed to deposit only and all funds to be remitted to the Receiver. On January 6, 2021, \$17,469.26 was remitted to the Receiver from the RBC Accounts representing post receivership collections along with \$590.45 from the Company’s savings account.

### **Accounts Receivable**

13. Based on the Company’s records and in consultation with the former employee that was responsible for accounts receivable collections, a total of \$103,659.55 appeared to be collectable of which \$77,936.81 has been collected by the Receiver as of the date of this

First Report. Collection efforts are continuing in respect of the remaining potentially collectable accounts receivable.

**Projects in Progress**

14. Following its appointment, the Receiver along with the Company’s management reviewed the status of the projects in progress (the “**Projects**”), costs to complete, customer’s willingness to accept the completed projects without post service guarantees and the likely recoveries. In addition, the Receiver reviewed with the Company’s insurers whether there was suitable liability coverage in place for any Projects completed by the Receiver.
15. Based on the above review, the Receiver estimated maximum potential net recoveries from the Projects totaled approximately \$21,000. Based on the concerns and risks set out above, the Receiver concluded that it was not economically feasible and practical to complete the Projects.
16. On or about December 10, 2020, Marley Mechanical Ltd. (“**Marley**”), a company owned and operated by the Company’s principal, Mr. Dennis Groves (“**Groves**”), offered to acquire the Receiver’s interests in the Projects, if any, for \$10,000 plus applicable HST. Given the issues noted above and in an effort to maximize the realizations from the Projects, the Receiver, in consultation with CIBC, accepted the offer from Marley.
17. A copy of the Asset Purchase Agreement regarding the Projects dated December 18, 2020 Between the Receiver as Vendor and Marley is attached as **Appendix “B”**.

**Appraisal of Inventory, Equipment and Service Trucks**

18. The Receiver obtained an appraisal of the gross forced liquidation value (the “**GFLV**”) of the Company’s inventory, equipment, and service trucks from Canam-Appraiz Inc. (“**Canam**”) a copy of which is attached as **Appendix “C”** and summarized below:

	<b>Location</b>			<b>Total</b>
	<b>Lasalle &amp; Espanola</b>	<b>Arena</b>	<b>Jennica Springs</b>	
Inventory & Equipment	\$ 29,100	\$ 23,700	\$ 8,750	\$ 61,550
Service Trucks	22,500			\$ 22,500
	<b>\$51,600</b>	<b>\$ 23,700</b>	<b>\$ 8,750</b>	<b>\$ 84,050</b>

## **Inventory and Equipment**

19. The Receiver with the assistance of the Realtors obtained offers for the inventory and equipment (collectively the “**Inventory**”) from prospective purchasers of the Properties and other parties that contacted the Receiver. These offers were reviewed with Canam and CIBC and it was agreed that in light of multiple locations, the appraisals, the costs of moving the Inventory to a single location for an auction or liquidation sale, the selling costs, the COVID restrictions and limited number of likely purchasers, the Receiver accepted an offer from the Northland Group of Companies Ltd. (“**Northland**”) to purchase the Inventory located only at the Lasalle and Espanola Properties for \$22,000 plus applicable HST. In addition, Northland agreed to these Properties’ premises in a broomswept workman like condition by no later than January 21, 2021. A copy of the Bill of Sale dated December 29, 2020 between the Receiver as Vendor and Northland as Purchaser is attached as **Appendix “D”**.

## **Service Trucks**

20. At the Receiver’s appointment date, four (4) Econoline vans that were each more than 10 years old and not running were parked across the street from the Lasalle Property on the property of McDowell Brothers Industries Inc. (“**McDowell**”). McDowell provided the Receiver documentation that indicated that Nauss owed \$1,137 for outstanding parking and storage fees (the “**Storage Fees**”) which constituted a possessory Repair and Storage Lien against these units.
21. Since the vehicles had a GFLV of \$2,000, by email dated January 15, 2021, McDowell agreed that it would dispose of these units and remit any surplus in excess of the outstanding Storage Fees to the Receiver. The Receiver has not yet received McDowell’s accounting for the disposition of these service trucks and is following up. A copy of the Receiver’s email confirmation to McDowell is attached as **Appendix “E”**.

22. The Realtors also solicited offers from prospective purchasers of the Properties for the nine (9) remaining service trucks at the Lasalle and Espanola Properties that have an GFLV of \$18,500. The best offer for these units was \$12,000 plus applicable HST from Marley.
23. Given the relatively low value of the remaining service truck and taking in consideration the potential holding and selling costs, the Receiver, in consultation with CIBC, accepted Marley's offer to purchase the nine (9) remaining service trucks at the Lasalle and Espanola Properties.
24. A copy of the Bill of Sale dated February 8, 2021 regarding these units between Marley as Purchaser and the Receiver as Vendor is attached as **Appendix "F"**.

### **Goodwill and Intellectual Property**

25. The Receiver sought offers for the Company's goodwill and intellectual property related the plumbing and heating businesses (the "**Plumbing IP**") from all potential purchasers of the Lasalle and Espanola Properties as well as others known to the Receiver from its local Sudbury office.
26. The Receiver received one offer as potential purchasers advised they were of the view that since Groves, had, in their opinion, effectively continued Nauss' business under Marley, the Plumbing IP had only a nominal value. The Receiver only received one offer for this asset and completed the sale of the Plumbing IP for \$3,000 plus applicable HST to Mr. John Law. A copy of the Bill of Sale dated December 29, 2020, is attached as **Appendix "G"**.

## **THE PROPERTIES**

### **Listing Proposals and Agreements**

27. The Receiver obtained listing proposals from two well know commercial realtors in the Sudbury region. A summary of the listing proposals is attached as **Confidential Appendix "1"**.
28. Following consultations with CIBC, on or about November 25, 2020, the Receiver entered into Listing Agreements with Remax. The Listing Agreements continue until February 28,

2021 and include up to a 4.5% commission to be shared between the listing and buyer's brokers. The Listing Prices are set out below:

<b>Property</b>	<b>Listing Price</b>
Lasalle	\$ 499,900
Espanola	\$ 399,900
Jennica Springs	\$ 299,900
Arena	\$ 999,900
	<b>\$ 2,199,600</b>

### **Lasalle Property**

29. Three (3) competitive offers were received for the Lasalle Property by December 8, 2020 as summarized in attached **Confidential Appendix "2"**.
30. On December 10, 2020, the Receiver sent each of the prospective purchasers that had submitted an offer to provide their final and best offer by December 16, 2020.
31. The Receiver, in consultation with the Applicant, ultimately accepted the revised offer of Barker Bros Ltd. and negotiated the Lasalle Sale Agreement dated January 15, 2021, a copy of which is attached as **Confidential Appendix "3"**. The Lasalle Sale Agreement includes the following material terms:
- a) **Purchase price:** the final purchase price in the Lasalle Sale Agreement attached as **Confidential Appendix "3"** and subject to closing adjustments for standard closing adjustments for a real property sale;
  - b) **Conditions upon:**
    - i. the Purchaser's inspection and investigation of the property and its title by February 5, 2021, that was subsequently waived on February 4, 2021;
    - ii. the Court's approval of the Lasalle Sale Agreement and issuance of a vesting order substantially in the form attached to the Lasalle Sale Agreement; and
    - iii. the closing of the contemplated transaction by March 1, 2021.

- c) **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” bases, with limited representations and warranties.

### **Lasalle Sale Agreement Recommendation**

32. The Receiver recommends that the Court approve the Lasalle Sale Agreement and authorize the Receiver to complete the Sale Transaction and vesting title to the Lasalle Property in the Purchaser for the following reasons:

- a) the Receiver was authorized to market this Property by the Appointment Order;
- b) the market was widely canvassed by Remax;
- c) the Purchase Price is significantly higher than the listing price/selling price suggested in both Listing Proposals;
- d) the Sale Transaction represents the highest and best offer with the highest likelihood of closing; and
- e) the Applicant has advised that it supports the Sale Transaction.

33. In the Receiver’s opinion, the Sale Transaction represents the best and highest offer for the Property and the sale process and listing of this Property was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. Accordingly, the Receiver respectfully requests that the Court approve the Sale Transaction, grant an order vesting the right, title and interest in the Lasalle Property to the Purchaser and authorize the Receiver to take all steps necessary to complete the Sale Transaction.

### **Espanola Property**

34. Mr Aaron Scully (“**Scully**”), the principal of a Ford truck dealership that operates on the adjacent property submitted an “as is, where is” offer for the Espanola Property that was substantially less than the listing price. Scully advised that extensive environmental

remediation was required on his property and the offer reflected an estimate of the environmental remediation costs to be incurred for the Espanola Property.

35. Based on the above, the Receiver commissioned Pinchin Environmental Ltd. (“**Pinchin**”) to complete a Phase II environmental assessment of the Espanola Property. On February 16, 2021, the Receiver has advised by Pinchin that its testing did not uncover environmental contamination that would require remediation. Accordingly, the Receiver has instructed Remax to resume its sales efforts for the Espanola Property.

### **Jennica Springs**

36. On November 3, 2020, the Company entered into a conditional Asset Purchase Agreements with 11993330 Canada Inc. (“**119 Canada**”) for the Jennica Springs and Arena Properties as well as the Jennica Springs assets and business on a going-concern basis. The contemplated transactions were subject to various conditions and were scheduled to close on or about the November 18, 2020. A copy of these agreements is attached as **Confidential Appendix “4”**.

37. Following its appointment, the Receiver, contacted 119 Canada and its counsel, Moutsatsos Laakso Alexander LLP, to confirm whether they wished to complete the transaction. Following multiple discussions, 119 Canada withdrew its offer.

38. On December 22, 2020, 119 Canada’s deposits paid to the Company’s counsel, totalling \$82,000 was remitted to the Receiver. Accordingly, the Receiver with the consent of the Bank, recommends that the Court authorize the Receiver to return the \$82,000 deposit to 119 Canada.

39. Although there have been multiple showings and interest in this property and the Jennica Springs assets and business, no other offers have been submitted to date.

### **Arena Property**

40. Following its appointment, the Receiver attended at the Arena Property and completed an inventory of all the Customer Equipment on site. The estimated annual storage revenue is between \$20,000 to \$30,000.

41. Based on discussions with Groves and review of the Company's limited records regarding the Customer Equipment, it was determined that customers had agreed that any equipment stored on site was not being insured by the Company. In addition, the Receiver confirmed with the Company's current insurer, that there was no insurance of any kind for the Arena Property or its contents. Insurance coverage for the Arena Property and the Company's assets being stored on site was subsequently put in place.
42. On November 23, 2020, the Receiver sent a notice to the parties storing their equipment at the Arena Property to, among other things, advise of the Receiver's appointment and to have them confirm to the Receiver that their equipment not being insured by the Receiver. A copy of this notice is attached as **Appendix "H"**.
43. To date, substantially all of the customers have confirmed as requested.

#### **CONFIDENTIAL APPENDICES**

44. The Receiver is of the view that **Confidential Appendices "2" and "3"** should remain sealed until the earlier of 60 days following the closing of the Sale Transaction or further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Lasalle Property in the event the Sale Transaction does not close.
45. The Receiver is of the view that **Confidential Appendices "1" and "4"** should remain sealed until further order of the Court, as the information contained therein is commercially sensitive and relates to the as of yet unsold properties, as well as the Lasalle Property.
46. The Receiver does not believe that any party will suffer any material prejudice if the Confidential Appendices are sealed in this manner.

#### **INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

47. Attached as **Appendix "I"** is the Receiver's Interim Statement of Receipts and Disbursements for the period of November 13, 2020 to February 12, 2021. During this period receipts were \$209,344.59 and disbursements were \$61,882.95 resulting in an

excess of receipts over disbursements of \$147,461.64. The balance is exclusive of the \$52,500 deposit from the Purchaser which is currently being held in trust by Audax.

## **PROFESSIONAL FEES**

48. The Receiver's accounts total \$116,090.34 comprising \$97,602.50 for fees, \$5,132.31 for disbursements and HST of \$13,355.53 for the period September 4, 2020 to February 10, 2021. Copies of the Receiver's Accounts, together with a summary of the accounts, total billable hours charged and the average hourly rate, are set out in the Affidavit of Jerry Henechowicz sworn February 19, 2021, attached hereto as **Appendix "J"**.
49. The accounts of the Receiver's Counsel, Audax, total \$8,981.73 in fees and disbursements and \$1,161.49 in HST for a total of \$10,143.22 for the period of November 16, 2020 to January 28, 2021. Attached hereto as **Appendix "K"** is a copy of the Fee Affidavit of Arturo Pugliese sworn February 19, 2021, attaching the Audax's Account and a summary of the personnel, hours and hourly rates described in the Audax's Account.
50. The average hourly rates for the Receiver and Audax for the referenced billing periods were \$342.65 and approximately \$460.00, respectively.
51. The Receiver is of the view that the hourly rates charged by Audax are consistent with the rates charged by corporate law firms practicing in the area of insolvency in the region and that the fees charged are reasonable and appropriate in the circumstances.

## **STATUTORY PRIORITIES**

### **Unremitted Employee Source Deductions and HST**

52. On February 16, 2021, a representative of Canada Revenue Agency ("**CRA**") contacted the Receiver to arrange a trust examine of the Company's payroll and HST accounts. In addition, the CRA representative advised that subject to completion of a trust examine for 2019 and 2020:
  - a) the Company's current liability for unremitted employee source deductions, employer contributions, penalties and interest totals approximately \$428,000;

- b) that only four (4) remittances out of the required eleven (11) for 2020 were received by CRA; and
- c) with the respect to unremitted HST, the current balance including penalties and interest totals approximately \$181,000 and that no filings or remittances were made by the Company in 2020.

### **Employee WEPP Claims**

53. Following its appointment, the Receiver paid all non-related employees any outstanding wages and vacation pay. In its administration of the WEPP program, the only claims filed by employees were for unpaid termination pay. Accordingly, the Receiver does not anticipate any priority claims in respect of WEPP.

### **BANKRUPTCY APPLICATION**

54. Gowlings as counsel to CIBC has advised the Receiver that contemporaneously with this motion by the Receiver, it will be bring its own motion seeking an order adjudging Naus bankrupt.

55. MNP has also consented to act as Trustee should the Court issue an order adjudging the Company bankrupt. In the regard, since the Company's creditors have been already been advised of these Receivership proceedings, MNP in is capacity proposed Trustee recommends that to promote efficiency and costs, the required mailing of the Notice of the First Meeting of Creditors (the "**Notice**") that normally includes a copy of the Company's Statement of Affairs, Proof of Claim form and Form of Proxy (collectively the "**Forms**"), be limited to the Notice including directions to download the Forms.

### **SECURED CREDITORS AND MORTGAGEES**

56. Attached hereto as **Appendix "L"** is a copy of the PPSA Report for Naus.

57. Attached here to as **Appendices “K”, “M”, “N”, and “O”** are copies of the parcel registers for each of the Lasalle Property, the Espanola Property, the Arena Property, and the Jennica Springs Property, respectively.
58. The Applicant holds as security for the Company’s indebtedness, a GSA, the Arena Charge, the Espanola Charge; and the Lasalle Charge.
59. 739572 Ontario Limited (“**739572**”) which the Receiver understands is not related to Nauss, holds as security for the Company’s indebtedness of approximately \$73,000 plus any accruing arrears:
- a) a charge/mortgage in the principal amount of \$65,000.00 against the Jennica Springs Property (the "**Jennica Charge**"); and
  - b) charges/mortgages against each of the Arena, Lasalle and Espanola Properties that are registered behind CIBC on these Properties.
60. The Receiver’s counsel is in the process of reviewing the security documents of CIBC and of 739572.

## **CONCLUSION AND RECOMMENDATION**

61. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make order granting the relief detailed in paragraph 7(b) of this Report.

All of which is respectfully submitted, this 19<sup>th</sup> day of February, 2021.

### **MNP LTD.,**

Solely In Its Capacity As Court-Appointed  
Receiver And Manager Of Nauss Plumbing & Heating Inc.  
And Not In Its Personal Or Corporate Capacity

Per: 

Jerry Henechowicz CPA, CA, CIRP, LIT  
Senior Vice President

## **APPENDIX A**



Court File No. CV-19-8866-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE )  
JUSTICE HENNESSY )  
FRIDAY, THE 13<sup>th</sup>  
DAY OF NOVEMBER, 2020

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

NAUSS PLUMBING & HEATING INC.

Respondent

**ORDER**  
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. ("MNP") as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Nauss Plumbing & Heating Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 155 Elm Street, Sudbury, Ontario.

ON READING the affidavit of Heather Fisher sworn October 30, 2020, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and those other parties listed on the counsel slip, and on being advised that the Debtor and 739572 Ontario Limited ("739") do not oppose the within Order, no one else appearing for any other party although duly served as

appears from the affidavit of service of Heather Fisher sworn October 30, 2020 and on reading the consent of MNP to act as the Receiver,

### **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, MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof (collectively, the "**Property**"), including but not limited to the lands and premises listed in Schedule "**B**" hereto (the "**Schedule "B" Real Property**") and the lands and premises listed in Schedule "**C**" hereto (the "**Schedule "C" Real Property**").

### **RECEIVER'S POWERS**

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

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

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

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$50,000; 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.

- (k) 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;
- (l) 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;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property including as against the Real Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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

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

7. 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**

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

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that, except as otherwise permitted by paragraph 10 of this Order, no Proceeding against or in respect of the Debtor or the Property shall be commenced or

continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that, except as otherwise provided in this paragraph 10, all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Notwithstanding anything otherwise contained in this paragraph 10, in relation to its Charge/Mortgage registered in favour of 739, as Instrument No. SD342507, on September 5, 2017 (the "739 Charge"), 739 shall be at liberty to (i) issue a notice of intention to enforce security pursuant to section 244 of the BIA, (ii) issue a notice of sale under mortgage in respect to the Schedule "C" Property, and (iii) to list the Schedule "C" Real Property for sale under power of sale, upon giving the Receiver 30 days prior written notice if 739 is not satisfied with the Receiver's marketing and sale efforts in relation to thereto.

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that, except as otherwise provided for in this paragraph 13, 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. Any rents, funds, monies or other forms of payments received or collected by the Receiver from and after the making of this Order in relation to the Schedule "C" Real Property, shall be deposited into an account to be opened by the Receiver (the "**Schedule "C" Real Property Account**") and the monies standing to the credit of the Schedule "C" Real Property Account shall be paid by the Receiver to 739 and shall be applied by 739 on account of the indebtedness owing under the 739 Charge.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related

liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

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

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall

exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. 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**

18. 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, save except with respect to the Schedule "C" Real Property and the proceeds thereof, 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. With respect to the Schedule "C" Real Property and the proceeds thereof, the Receiver's Charge shall form a second charge on the Schedule "C" Real Property, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but otherwise subject to the 739 Charge and sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. 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**

21. 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 \$70,000 (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 739 Charge over the Schedule "C" Real Property, 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.

22. 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.

23. 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.

24. 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**

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

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

### **GENERAL**

27. 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.

28. THIS COURT ORDERS that the Receiver is hereby authorized and empowered, but not obligated, to cause the Debtor to make an assignment in bankruptcy and nothing in this Order shall prevent the Receiver from acting as trustee in the Debtor's bankruptcy.

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

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

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. 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.

*PC Tennessee J*

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**ENTERED AT SUDBURY**

on Friday, November 13th, 2020

**Court No. 7712**

by: **Chelsea Borton**

## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "**Receiver**") of the assets, undertakings and properties Nauss Plumbing & Heating Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in an action having Court file number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ 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\_\_.

MNP Ltd., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE "B"**

### **DESCRIPTION OF SCHEDULE "B" REAL PROPERTY**

1. The lands and premises municipally known as 551 Centre Street, Espanola, Ontario and legally described as:
  - **PIN 73407-0024 (LT):** PCL 10208 SEC SWS; PT LT 8 CON 5 MERRITT AS IN LT64894 EXCEPT PT 1 53R13128 & PT 153R17437; S/T PT 2 & 3 53R13128 AS IN LT696426; ESPANOLA
2. The lands and premises municipally known as 2590 Lasalle Blvd., Sudbury, Ontario and legally described as:
  - **PIN 73564-0117 (LT):** PCL 18965 SEC SES; PT LT 9 CON 6 NEELON AS IN LT 109921 EXCEPT LT 1 PL M861; S/T LT80621; GREATER SUDBURY
3. The lands and premises municipally known as 7 Millichamp Street, Markstay, Ontario, and legally described as:
  - **PIN 73484-0035 (LT):** PCL 53626 SEC SES; FIRSTLY: LT 22 PL M1034 HAGAR; SECONDLY: PT LT 12 CON 3 HAGAR PT 1, 53R16102; MARKSTAY-WARREN

## **SCHEDULE "C"**

### **DESCRIPTION OF SCHEDULE "C" REAL PROPERTY**

The lands and premises municipally known as 1330 North Road, Markstay, Ontario, and legally described as **PIN 73488-0010 (LT): PCL 51424 SEC SES; PT LT 12 CON 1 LOUGHRIN PT 1 & 2 53R15954; MARKSTAY-WARREN**

Court File No. CV-8866-0000

CANADIAN IMPERIAL BANK OF COMMERCE

- and -

NAUSS PLUMBING & HEATING INC.

Applicant

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. c-43, as amended

**ONTARIO**  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT SUDBURY

**RECEIVERSHIP ORDER**

**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto ON M5X 1G5

**Haddon Murray (#61640P)**  
Tel: 416-862-3604  
Fax: 416-862-7661  
haddon.murray@gowlingwlg.com

Solicitors for the Applicant

## **APPENDIX B**

**ASSET PURCHASE AGREEMENT**

THIS INDENTURE made the 18<sup>th</sup> day of December, 2020.

**B E T W E E N :**

**MNP LTD.** as the Court-Appointed Receiver and Manager of the assets, undertaking and property of Nauss Plumbing & Heating Inc. ("Nauss")

(hereinafter called the "Vendor")

**OF THE FIRST PART**

- and -

**MARLEY MECHANICAL LTD.**, a company incorporated in the Province of Ontario

(hereinafter called the "Purchaser")

**OF THE SECOND PART**

**WHEREAS** MNP was appointed as the Receiver and Manager of Nauss Plumbing and Heating Inc. (the "Nauss") pursuant to the Order of the Honourable Justice Hennessy of Ontario Superior Court of Justice the ("Court") on November 13, 2020 (the "Receivership Order") pursuant to which the Vendor has the authority to sell all or part of the property, assets and undertaking of the Company, subject to final Court approval of any sale transaction;

**AND WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase the Vendor's right, title and interest, if any, in the Nauss assets as listed in Schedule "A" hereto (the "Transaction"), subject to final Court approval of the Transaction;

**NOW THEREFORE THIS INDENTURE WITNESSES THAT** the Purchaser has agreed to purchase, on the terms and conditions more particularly set out herein, the assets of Nauss as more particularly listed in Schedule "A" hereto (hereinafter referred to collectively as the "Purchased Assets");

**NOW THEREFORE THIS INDENTURE WITNESSES** that in consideration of the sum of \$11,300.00 (being \$10,000 plus HST of \$1,300) of lawful money of Canada now paid by the Purchaser to the Vendor and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged), the parties hereto agree as follows:

1. In consideration of the sum of \$11,300.00 of lawful money of Canada, inclusive of all applicable taxes thereon, payable by way of certified funds drawn on a Canadian Chartered Bank and other good and valuable consideration now paid by the Purchaser to the Vendor (the receipt hereof is hereby acknowledged), the Seller hereby grants, sells, conveys, assigns, transfers and sets over unto the Purchaser the goods, chattels, and effects described on Schedule "A" annexed hereto (*the "goods"*), on an "as is where is basis", all right, title interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the goods, and every part thereof.
2. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:
  - (a) the recitals set forth in this indenture are true and accurate in all respects;
  - (b) the Vendor was duly appointed as receiver and manager of the Corporation and such appointment has not been revoked; and
  - (c) the Vendor is not a non-resident of Canada under the Income Tax Act (Canada).
3. The Vendor hereby covenants and agrees that at any time hereafter it will do or cause to be done, at the cost of the Purchaser, such further acts as may be reasonably required by the Purchaser for the better transferring to the Purchaser of title to and possession of the Purchased Assets, in accordance with the terms of this Bill of Sale.
4. Save as expressly set out herein, nothing in this bill of sale shall be deemed to be a representation, warranty, guarantee or covenant, express or implied, on the part of the Vendor for any cause, matter or thing whatsoever.

5. Each of the Purchased Assets is sold on an "as is, where is" basis. The Purchaser has had an opportunity to inspect the Purchased Assets and to investigate the title thereto and the right of the Vendor to sell same. The Purchaser has conducted such inspections and investigations concerning those matters as the Purchaser decided were appropriate and has satisfied itself concerning those matters and concerning the existence of and the condition of the Purchased Assets. No representation, warranty or condition is expressed nor can be implied as to description, fitness for purpose, merchantability, quantity, condition or quality thereof or in respect of any matter or thing whatsoever and the Purchaser shall be deemed to have relied entirely on his own investigation and inspection. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed by the Purchaser that:
- (a) any and all representations, conditions or warranties, express or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser; and
  - (b) the Purchaser has taken delivery of each of the items comprising the Purchased Assets.
6. The Purchaser hereby covenants to:
- (a) pay any taxes or duties exigible with respect to or arising upon or pursuant to the sale of the Purchased Assets including, without limitation, federal goods and services tax and provincial retail sales taxes. Alternatively, where applicable, the Purchaser shall have the right to provide the Vendor on closing of the transaction of the purchase and sale contemplated herein with appropriate purchase exemption certificates, in form satisfactory to the Vendor, with respect to the payment of such taxes. The Purchaser agrees to indemnify and save the Vendor and the Lender harmless from any claims, demands, losses and costs arising from or connected to any failure to pay such taxes or duties when due; and
  - (b) until the approval by the Court of the purchase by the Purchaser of the Purchased Assets, the Purchaser hereby covenants and agrees to use (ie. to complete work in progress projects of Nauss) the Purchased Assets in a diligent manner and in compliance with all applicable laws, which include, without limitation, any licenses, insurance requirements and other agreements that the Purchaser may have entered into in connection with the Purchased Assets.

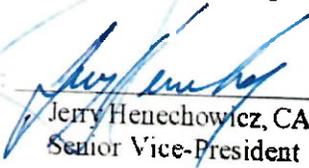
7. This indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
8. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective corporate successors. This indenture, including the schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings. This agreement may not be amended or modified in any respect except by written instrument executed by the parties.

**IN WITNESS WHEREOF** this Indenture has been executed by the parties as of the day and year first above written.

**MNP LTD.**

as Receiver and Manager of Nauss Plumbing & Heating Inc. and not in its personal capacity

Per: \_\_\_\_\_

  
Jerry Henechowitz, CA, CPA, CIRP, LIT  
Senior Vice-President

**MARLEY MECHANICAL LTD.**

Per: \_\_\_\_\_

**SCHEDULE 'A'**  
**PURCHASED ASSETS**

- The Vendor's interest if any, in the completion of the work in progress with respect to the following:
  - o a Purchase Order by Xylem Water Solutions from Nauss, identified as PO Number 60054737;
  - o a quote provided by Nauss dated May 5, 2020 to Mike Bisailon;
  - o Purchase Orders 171087, 171090 and 171089 by Royal Homes Limited from Nauss;
  - o An order from Nauss by Adam Root as per Invoice #60207; and
  - o An order from Nauss by Chris Wiesner as per Invoice #59551.
- The following materials, to be retrieved by Marley Mechanical Ltd, from 1590 Lasalle Blvd, with the supervision of the Vendor, or its agents:
  - o 4x white aluminium hoods with dampers;
  - o 12x 8" by 20" duct elbows; and
  - o 8" by 20" ducting

## **APPENDIX C**

# APPRAISAL REPORT

## NAUSS PLUMBING & HEATING

**Prepared for:**

MNP  
300 – 111 Richmond Street West  
Toronto, Ontario  
M5H 2G4

**Attention: Mr. Jerry Henechowicz**

**Prepared by:**

Sia Mizrahi - CPPA

December 17, 2020

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December 17, 2020

MNP  
300 – 111 Richmond Street West  
Toronto, Ontario  
M5H 2G4

Attention: Mr. Jerry Henechowicz

**Re.: Nauss Plumbing & Heating**

Dear Mr. Henechowicz:

Further to your instructions our appraiser attended the premises of the above captioned company to appraise the assets based on Forced Liquidation Values.

Enclosed please find our detailed appraisal of the assets.

Thank you for retaining our services in this matter, which we trust you have found satisfactory. Please do not hesitate to contact the undersigned if we could be of further service to you. We remain,

Yours very truly,



Sia Mizrahi

## Summary

On December 8<sup>th</sup> and 9<sup>th</sup>, 2020, at the request of Mr. Jerry Henechowicz of MNP, our appraiser personally inspected the assets of **Nauss Plumbing & Heating** located at 2590 Lasalle Blvd in Sudbury; 7 Millichamp in Markstay; 1330 North Road in Markstay; and 551 Centre Street in Espanola.

## Values

**Liquidation Value is approximately: \$ 84,050.00**

**\*Please note that the liquidation value is the estimated gross selling price and cost of sale has to be deducted. Please refer to the 'Recommendations and Cost of Sale' section, if required.**

## Method of Valuation

The definition of Liquidation Value is:

The price at which the property changes hands when there is a financial situation or other circumstances existing at the time of the sale so as to require a sacrifice, where the assets are sold on an "AS IS, WHERE IS" basis by means of a professionally arranged and conducted on-site auction sale. The purchasers would be responsible for the dismantling and removal of all assets at their sole expense and risk while being closely monitored by auction staff to ensure no damages occur during the removal process.

## Conditions of Appraisal

The value stated in this appraisal Report is based on the judgment of the appraisers given the facts and conditions available at the date of the valuation and does not represent a guarantee of the sale results. Our appraisal fee is in no way contingent upon the values at which our appraiser has arrived.

The use of this report is limited to the purpose of determining the value of the assets of **Nauss Plumbing & Heating** for MNP. This report is to be used in its entirety only. The cost to purchase repair parts has not been taken into consideration.

The values in this appraisal are based on asset values only. They do not rely on any financial information from the company.

The question of titles, liens, encumbrances, rental, or lease agreements that may pertain to any or all the subject assets in question have not been investigated in this report unless otherwise specifically outlined.

## Certification of Report

The values stated are valid for 45 days from the date of the appraisal. Values beyond the time frame indicated should be reviewed & updated.

Neither Sia Mizrahi, Canam-Appraiz Inc. nor any of its employees have any present or future interest in the subject property. At such time as any of this property is available for liquidation, Canam-Appraiz Inc. would like to be considered.

Our appraiser personally examined the subject property. The statements of facts contained in this report are true and correct to the best knowledge and belief of the appraisers.



---

Canam-Appraiz Inc.  
Per: Sia Mizrahi

## Description

Plumbing and heating equipment and supplies. For a complete listing of the fixed assets please refer to Schedule 'A'.

## Equipment Analysis & Comments

Lasalle location Inventory: The majority of items remaining in inventory are left over from old jobs and outdated stock items. Most tools have been removed from their cases and are missing. Nothing is properly categorized, and most items are simply left lying around not separated from what is new and working to what is used and defective.

Markstay Arena Inventory: The majority of the contents in the arena do not belong to the debtor, however a clear outline of exactly which items belong to who was not supplied. The remaining items believed belonging to Nauss consist mostly of old shelving units, old duct work, old wiring and panels, old furniture, and dozens of garage sale boxes.

Espanola location Inventory: This location is a complete disaster with parts everywhere. There is no indication of what is new/working/not working/used etc. Majority of items on site are old and dated and appear to be in poor condition.

The information available for the vehicles was limited and with the vehicles being locked and dirty, the VIN's, serial numbers and mileage were hard to see and confirm.

Our values are based on comparative sales of similar or same equipment in the past year, at various auctions, and dealers in North America. General market conditions and trends were discussed with various equipment suppliers in this field. I have considered the age, visual physical condition, quality, and useful life of the assets in arriving at the appraised values. The following values are subject to operative conditions, hidden or otherwise, which could cause a decrease in the value of the assets. The information obtained whether through documentation or other means, is deemed to be correct and reliable and Canam-Appraiz Inc. will not be held liable in any way whatsoever for any errors and/or omissions.

## Recommendations & Cost of Sale

- Available on request.

## Schedule 'A'

Items - Description	Qty	Liq. Value
<b>Inoperable Bottling Plant Equipment – (Markstay Arena)</b>		
5 Gallon Bottling Machine(300 bottles per hr.)	1	\$5,000.00
30,000 Gallon Plastic Tanks	2	\$2,000.00
15,000 Gallon Stainless Tank	1	\$2,500.00
1000 Gallon Stainless Tank	1	\$1,500.00
Sound Proof Moisture Proof Insulation Bat	22	\$2,200.00
Motivair Air Dryer	1	\$500.00
<b>Office Furniture Lots - (Lasalle mainly and other locations)</b>		
Complete office set ups @ 6	lot	\$600.00
Miscellaneous Furniture Ware(Lunchroom/old furniture)	1	\$500.00
<b>Water Bottling Equipment/Accessories/Bottles Lot - (Jennica)</b>		
All Jugs and associated racking	1	\$2,500.00
Stainless Sink	1	\$250.00
skid wrapper	1	\$1,500.00
Bottling Line	1	\$4,500.00
<b>Fork Lifts - (3 at Markstay Warehouse, 1 at Jennica)</b>		
Raymond R30TF Ford Truck	1	\$2,500.00
Toyota Fork Truck	1	\$3,000.00
Cat Fork Truck	1	\$2,000.00
Scissor Lift	1	\$1,000.00
<b>Sewer Equipment Lot - (Espanola, Lasalle)</b>		
Rigid Snakes	4	\$2,000.00
Magikist High Pressure Steamer / Snake	1	\$1,000.00
<b>Equipment Lot - (all locations)</b>		
48" Manual Sheer	2	\$500.00
Lock Former	2	\$1,000.00
Threader	4	\$4,000.00
8' Brake	2	\$1,500.00
4" Threading Machine	1	\$1,000.00
24" Metal Roller	1	\$250.00
48" Metal Roller	1	\$250.00
Ridgid 535 3" Threader	1	\$500.00
<b>Vehicle Lot - (Lasalle and Espanola)</b>		
Non running Econoline Vans (2005-2010)	4	\$2,000.00
Non running Cube Van	1	\$1,000.00
Non running Water Bottle Delivery Truck	1	\$1,000.00
Running Cube Van	1	\$3,500.00
Running Econoline Vans	6	\$15,000.00

# CANAM - APPRAIZ INC.

<b>Inventory:</b>		
LaSalle Inventory	1	\$12,000.00
Markstay Arena Inventory	1	\$1,500.00
Espanola Inventory	1	\$4,000.00
<b>Total Liquidation Value</b>		<b>\$84,050.00</b>

## **APPENDIX D**

**BILL OF SALE**

THIS INDENTURE made the 29 day of December, 202020

**B E T W E E N :**

**MNP LTD.** as Receiver and Manager of the assets, undertaking and property of Nauss Plumbing & Heating Inc. ("Nauss")

(hereinafter called the "Vendor")

**OF THE FIRST PART**

- and -

Northland Group of companies Ltd. of the Province of Ontario

(hereinafter called the "Purchaser")

**OF THE SECOND PART**

**WHEREAS** MNP was appointed as the Receiver and Manager of Nauss Plumbing and Heating Inc. (the "Nauss") pursuant to the Order of the Honourable Justice Hennessy of Ontario Superior Court of Justice the ("Court") on November 13, 2020 (the "Receivership Order") pursuant to which the Vendor has the authority to sell all or part of the property, assets and undertaking of the Company, subject to final Court approval of any sale transaction;

**AND WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase the Vendor's right, title and interest, if any, in the Nauss assets as listed in Schedule "A" hereto (the "Transaction"), subject to final Court approval of the Transaction;

**NOW THEREFORE THIS INDENTURE WITNESSES THAT** the Purchaser has agreed to purchase, on the terms and conditions more particularly set out herein, the assets of Nauss as more particularly listed in Schedule "A" hereto (hereinafter referred to collectively as the "Purchased Assets");

DA  
Mh

**NOW THEREFORE THIS INDENTURE WITNESSES** that in consideration of the premises and the sum of **\$24,860.00** of lawful money of Canada now paid by the Purchaser to the Vendor and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged), the parties hereto agree as follows:

1. In consideration of the sum of \$24,860 of lawful money of Canada, being a purchase price of \$22,000 and applicable HST thereon of \$2,860, payable by way of certified funds drawn on a Canadian Chartered Bank and other good and valuable consideration now paid by the Purchaser to the Vendor (the receipt hereof is hereby acknowledged), the Seller hereby grants, sells, conveys, assigns, transfers and sets over unto the Purchaser the goods, chattels, and effects described on Schedule "A" annexed hereto (*the "goods"*), on an "as is where is basis", all right, title interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the goods, and every part thereof.
2. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:
  - (a) the recitals set forth in this indenture are true and accurate in all respects;
  - (b) the Vendor was duly appointed as receiver and manager of the Corporation and such appointment has not been revoked; and
  - (c) the Vendor is not a non-resident of Canada under the Income Tax Act (Canada).
3. The Vendor hereby covenants and agrees that at any time hereafter it will do or cause to be done, at the cost of the Purchaser, such further acts as may be reasonably required by the Purchaser for the better transferring to the Purchaser of title to and possession of the Purchased Assets, in accordance with the terms of this Bill of Sale.
4. Save as expressly set out herein, nothing in this bill of sale shall be deemed to be a representation, warranty, guarantee or covenant, express or implied, on the part of the Vendor for any cause, matter or thing whatsoever.

5. Each of the Purchased Assets is sold on an "as is, where is" basis. The Purchaser has had an opportunity to inspect the Purchased Assets and to investigate the title thereto and the right of the Vendor to sell same. The Purchaser has conducted such inspections and investigations concerning those matters as the Purchaser decided were appropriate and has satisfied itself concerning those matters and concerning the existence of and the condition of the Purchased Assets. No representation, warranty or condition is expressed nor can be implied as to description, fitness for purpose, merchantability, quantity, condition or quality thereof or in respect of any matter or thing whatsoever and the Purchaser shall be deemed to have relied entirely on his own investigation and inspection. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed by the Purchaser that:
  - (a) any and all representations, conditions or warranties, express or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser; and
  - (b) the Purchaser has taken delivery of each of the items comprising the Purchased Assets.
6. The Purchaser shall be provided access at all reasonable business hours to Nauss' premises at located at 2590 Lasalle Blvd., Sudbury, Ontario and 551 Centre Street, Espanola, Ontario (collectively the "Premises") and have until no later than January 21, 2021 to remove the Purchased Assets from these locations. The Purchaser further agrees to leave the Premises in a broomswept workman like condition.
7. The Purchaser hereby covenants to pay any taxes or duties exigible with respect to or arising upon or pursuant to the sale of the Purchased Assets including, without limitation, federal goods and services, tax and provincial retail sales taxes. Alternatively, where applicable, the Purchaser shall have the right to provide the Vendor on closing of the transaction of the purchase and sale contemplated herein with appropriate purchase exemption certificates, in form satisfactory to the Vendor, with respect to the payment of such taxes. The Purchaser agrees to indemnify and save the Vendor harmless from any claims, demands, losses and costs arising from or connected to any failure to pay such taxes or duties when due.
8. This indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.



A handwritten signature in blue ink is written over a small rectangular box. Below the signature, the initials "Mt" are written in black ink inside the box.

9. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective corporate successors. This indenture, including the schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings. This agreement may not be amended or modified in any respect except by written instrument executed by the parties.

IN WITNESS WHEREOF this Indenture has been executed by the parties as of the day and year first above written.

**MNP LTD.**

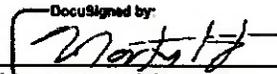
as Court Appointed Receiver and Manager of  
Nauss Plumbing & Heating Inc. and not in its  
personal capacity

Per:



Jerry Henechewicz, CA, CPA, CIRP, LIT  
Senior Vice-President

Per:

DocuSigned by:  


Marty Hebert, President  
Northland Group of Companies Ltd.

**SCHEDULE 'A'**  
**PURCHASED ASSETS**

All of the inventory, plumbing equipment, office furniture and equipment within the premises and services vans and trucks of Nauss Heating & Plumbing Inc. located at 2590 Lasalle Blvd., Sudbury, Ontario and 551 Centre Street, Espanola, Ontario.

The Purchased Assets specifically excludes all vehicles, vans, trucks and other rolling stock, and all computer hard drives and CPU's.



Handwritten signature and initials, possibly 'M.H.', with a small 'DS' above the signature.

## **APPENDIX E**

## **Jerry Henechowicz**

---

**From:** Jerry Henechowicz  
**Sent:** January 15, 2021 2:27 PM  
**To:** Kevin McDowell  
**Cc:** Robert Wiley  
**Subject:** Nauss Heating & Plumbing Inc.

Mr. McDowell,

Further to our conversation this morning, this email will serve as authorization by MNP Ltd. in our capacity as Court Appointed Receiver and Manager of Nauss Heating & Plumbing Inc. ("Nauss") to dispose of the trucks owned by Nauss that are currently parked on your property.

Please provide us with any accounting of the sale proceeds for these trucks. Should you require the Ownership Certificates please contact Robert Wiley (copied on this email) at our Sudbury office.

Should you have any questions or require any additional information, please contact us.

Best Regards,

**Jerry Henechowicz, CIRP, LIT, CPA, CA**  
SENIOR VICE-PRESIDENT

**DIRECT 416.515.3924**  
FAX 416.323.5242  
CELL 647.808.0750  
TOLL FREE 1.877.251.2922  
300 - 111 Richmond Street West  
Toronto, ON  
M5H 2G4  
[jerry.henechowicz@mnp.ca](mailto:jerry.henechowicz@mnp.ca)  
[mnp.ca](http://mnp.ca)



## **APPENDIX F**

**BILL OF SALE**

**THIS INDENTURE** made the 8<sup>th</sup> day of February, 2021.

**BETWEEN:**

**MNP LTD.** as Receiver and Manager of the assets, undertaking and property of Nauss Plumbing & Heating Inc. ("Nauss")

(hereinafter called the "Vendor")

**OF THE FIRST PART**

- and -

**Marley Mechanical Ltd.** a Company Incorporated in the Province of Ontario

(hereinafter called the "Purchaser")

**OF THE SECOND PART**

**WHEREAS** MNP was appointed as the Receiver and Manager of Nauss Plumbing and Heating Inc. (the "Nauss") pursuant to the Order of the Honourable Justice Hennessy of Ontario Superior Court of Justice the ("Court") on November 13, 2020 (the "Receivership Order") pursuant to which the Vendor has the authority to sell all or part of the property, assets and undertaking of the Company, subject to final Court approval of any sale transaction;

**AND WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase the Vendor's right, title and interest, if any, in the Nauss assets as listed in Schedule "A" hereto (the "Transaction"), subject to final Court approval of the Transaction;

**NOW THEREFORE THIS INDENTURE WITNESSES THAT** the Purchaser has agreed to purchase, on the terms and conditions more particularly set out herein, the assets of Nauss as more particularly listed in Schedule "A" hereto (hereinafter referred to collectively as the "Purchased Assets");

**NOW THEREFORE THIS INDENTURE WITNESSES** that in consideration of the premises and the sum of \$12,000.00 of lawful money of Canada now paid by the Purchaser to the Vendor and other good and valuable consideration

(the receipt and adequacy whereof is hereby acknowledged), the parties hereto agree as follows:

1. In consideration of the sum of \$12,000.00 of lawful money of Canada, being a purchase price of \$12,000.00 and exclusive of any HST, payable by way of certified funds drawn on a Canadian Chartered Bank and other good and valuable consideration now paid by the Purchaser to the Vendor (the receipt hereof is hereby acknowledged), the Seller hereby grants, sells, conveys, assigns, transfers and sets over unto the Purchaser the goods, chattels, and effects described on Schedule "A" annexed hereto (*the "goods"*), on an "as is where is basis", all right, title interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the goods, and every part thereof.
2. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:
  - (a) the recitals set forth in this indenture are true and accurate in all respects;
  - (b) the Vendor was duly appointed as receiver and manager of the Corporation and such appointment has not been revoked; and
  - (c) the Vendor is not a non-resident of Canada under the Income Tax Act (Canada).
3. The Vendor hereby covenants and agrees that at any time hereafter it will do or cause to be done, at the cost of the Purchaser, such further acts as may be reasonably required by the Purchaser for the better transferring to the Purchaser of title to and possession of the Purchased Assets, in accordance with the terms of this Bill of Sale.
4. Save as expressly set out herein, nothing in this bill of sale shall be deemed to be a representation, warranty, guarantee or covenant, express or implied, on the part of the Vendor for any cause, matter or thing whatsoever.

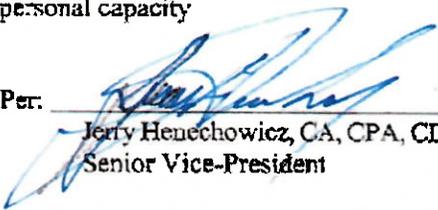
5. Each of the Purchased Assets is sold on an "as is, where is" basis. The Purchaser has had an opportunity to inspect the Purchased Assets and to investigate the title thereto and the right of the Vendor to sell same. The Purchaser has conducted such inspections and investigations concerning those matters as the Purchaser decided were appropriate and has satisfied itself concerning those matters and concerning the existence of and the condition of the Purchased Assets. No representation, warranty or condition is expressed nor can be implied as to description, fitness for purpose, merchantability, quantity, condition or quality thereof or in respect of any matter or thing whatsoever and the Purchaser shall be deemed to have relied entirely on his own investigation and inspection. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed by the Purchaser that:
  - (a) any and all representations, conditions or warranties, express or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser; and
  - (b) the Purchaser has taken delivery of each of the items comprising the Purchased Assets.
6. The Purchaser shall be provided access at all reasonable business hours to Nauss' premises at located at 2590 Lasalle Blvd., Sudbury, Ontario and 551 Centre Street, Espanola, Ontario (collectively the "Premises") and have until no later than February 12, 2021 to remove the Purchased Assets from these locations.
7. The Purchaser hereby covenants to pay any taxes or duties exigible with respect to or arising upon or pursuant to the sale of the Purchased Assets including, without limitation, federal goods and services, tax and provincial retail sales taxes. Alternatively, where applicable, the Purchaser shall have the right to provide the Vendor on closing of the transaction of the purchase and sale contemplated herein with appropriate purchase exemption certificates, in form satisfactory to the Vendor, with respect to the payment of such taxes. The Purchaser agrees to indemnify and save the Vendor harmless from any claims, demands, losses and costs arising from or connected to any failure to pay such taxes or duties when due.
8. This indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
9. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective corporate successors. This indenture, including the schedules hereto, constitutes the entire agreement between the parties with

respect to the subject matter hereof and supersedes all prior negotiations and understandings. This agreement may not be amended or modified in any respect except by written instrument executed by the parties.

**IN WITNESS WHEREOF** this Indenture has been executed by the parties as of the day and year first above written.

**MNP LTD.**

as Court Appointed Receiver and Manager of  
Naus Plumbing & Heating Inc. and not in its  
personal capacity

Per: 

Jerry Henechowicz, CA, CPA, CIRP, LIT  
Senior Vice-President

Marley Mechanical Ltd.

Per: 

Name: DENIS GROVES

Position: PRESIDENT

**SCHEDULE 'A'**  
**PURCHASED ASSETS**

2005 Ford Econoline	1FTNE24WX5HA97931	Espanola
2008 Ford Econoline	1FTNE24W58DA83530	Espanola
2008 Ford Econoline	1FTNE24W18DA61492	Espanola
2007 Ford Econoline	1FTNE14W07DA10431	Lasalle
2011 Ford Econoline	1FTNE2EW98DB16499	Lasalle
2012 Ford E450	1FDXE4FLOCOA91112	Lasalle
2012 Ford Econoline	1FTNE2EW9COA33740	Lasalle
2013 Ford Econoline	1FTNE2EW9DDA53245	Lasalle
2013 Ford Econoline	1FTNE2EW8DDA29065	Lasalle

## **APPENDIX G**

**BILL OF SALE**

THIS INDENTURE made the 29 day of December, 2020.

**BETWEEN:**

**MNP LTD.** as Receiver and Manager of the assets, undertaking and property of Nauss Plumbing & Heating Inc. ("Nauss")

(hereinafter called the "Vendor")

**OF THE FIRST PART**

- and -

John Law of the Province of Ontario

(hereinafter called the "Purchaser")

**OF THE SECOND PART**

**WHEREAS** MNP was appointed as the Receiver and Manager of Nauss Plumbing and Heating Inc. (the "Nauss") pursuant to the Order of the Honourable Justice Hennessy of Ontario Superior Court of Justice the ("Court") on November 13, 2020 (the "Receivership Order") pursuant to which the Vendor has the authority to sell all or part of the property, assets and undertaking of the Company, subject to final Court approval of any sale transaction;

**AND WHEREAS** the Vendor has agreed to sell, and the Purchaser has agreed to purchase the Vendor's right, title and interest, if any, in the Nauss assets as listed in Schedule "A" hereto (the "Transaction"), subject to final Court approval of the Transaction;

**NOW THEREFORE THIS INDENTURE WITNESSES THAT** the Purchaser has agreed to purchase, on the terms and conditions more particularly set out herein, the assets of Nauss as more particularly listed in Schedule "A" hereto (hereinafter referred to collectively as the "Purchased Assets");

**NOW THEREFORE THIS INDENTURE WITNESSES** that in consideration of the premises and the sum of **\$3,390.00** of lawful money of Canada now paid by the Purchaser to the Vendor and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged), the parties hereto agree as follows:

1. In consideration of the sum of \$3,390.00 of lawful money of Canada, being a purchase price of \$3,000.00 and applicable HST thereon of \$390.00, payable by way of certified funds drawn on a Canadian Chartered Bank and other good and valuable consideration now paid by the Purchaser to the Vendor (the receipt hereof is hereby acknowledged), the Seller hereby grants, sells, conveys, assigns, transfers and sets over unto the Purchaser the goods, chattels, and effects described on Schedule "A" annexed hereto (*the "goods"*), on an "as is where is basis", all right, title interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the goods, and every part thereof.
2. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets:
  - (a) the recitals set forth in this indenture are true and accurate in all respects;
  - (b) the Vendor was duly appointed as receiver and manager of the Corporation and such appointment has not been revoked; and
  - (c) the Vendor is not a non-resident of Canada under the Income Tax Act (Canada).
3. The Vendor hereby covenants and agrees that at any time hereafter it will do or cause to be done, at the cost of the Purchaser, such further acts as may be reasonably required by the Purchaser for the better transferring to the Purchaser of title to and possession of the Purchased Assets, in accordance with the terms of this Bill of Sale.
4. Save as expressly set out herein, nothing in this bill of sale shall be deemed to be a representation, warranty, guarantee or covenant, express or implied, on the part of the Vendor for any cause, matter or thing whatsoever.

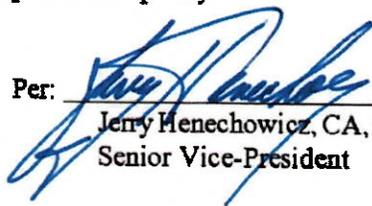
5. Each of the Purchased Assets is sold on an "as is, where is" basis. The Purchaser has had an opportunity to inspect the Purchased Assets and to investigate the title thereto and the right of the Vendor to sell same. The Purchaser has conducted such inspections and investigations concerning those matters as the Purchaser decided were appropriate and has satisfied itself concerning those matters and concerning the existence of and the condition of the Purchased Assets. No representation, warranty or condition is expressed nor can be implied as to description, fitness for purpose, merchantability, quantity, condition or quality thereof or in respect of any matter or thing whatsoever and the Purchaser shall be deemed to have relied entirely on his own investigation and inspection. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed by the Purchaser that:
  - (a) any and all representations, conditions or warranties, express or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser; and
  - (b) the Purchaser has taken delivery of each of the items comprising the Purchased Assets.
6. The Purchaser shall be provided access at all reasonable business hours to Nauss' premises at located at 2590 Lasalle Blvd., Sudbury, Ontario and 551 Centre Street, Espanola, Ontario (collectively the "Premises") and have until no later than January 21, 2021 to remove the Purchased Assets from these locations.
7. The Purchaser hereby covenants to pay any taxes or duties exigible with respect to or arising upon or pursuant to the sale of the Purchased Assets including, without limitation, federal goods and services, tax and provincial retail sales taxes. Alternatively, where applicable, the Purchaser shall have the right to provide the Vendor on closing of the transaction of the purchase and sale contemplated herein with appropriate purchase exemption certificates, in form satisfactory to the Vendor, with respect to the payment of such taxes. The Purchaser agrees to indemnify and save the Vendor harmless from any claims, demands, losses and costs arising from or connected to any failure to pay such taxes or duties when due.
8. This indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
9. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective corporate successors. This indenture, including the

schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings. This agreement may not be amended or modified in any respect except by written instrument executed by the parties.

**IN WITNESS WHEREOF** this Indenture has been executed by the parties as of the day and year first above written.

**MNP LTD.**  
as Court Appointed Receiver and Manager of  
Nauss Plumbing & Heating Inc. and not in its  
personal capacity

Per:



Jerry Henechowicz, CA, CPA, CIRP, LIT  
Senior Vice-President

Per:

DocuSigned by:



568810240D3F450...

John Law

**SCHEDULE 'A'**  
**PURCHASED ASSETS**

Nauss Heating & Plumbing Inc.'s intellectual property including but not limited of name, website and IP address, customer lists, customer contracts and service agreements and to the extent assignable telephone and facsimile number.

<sup>DS</sup>  
N



## **APPENDIX H**



**By Email:  
And Registered Mail**

November 23, 2020

Dear Sir or Madam:

**Receivership of Nauss Heating & Plumbing Inc. ("Nauss")  
Property Stored at 7 Millichamp Street, Markstay, Ontario**

On November 13<sup>th</sup>, 2020, MNP Ltd. was appointed as the receiver and manager (the "**Receiver**") of Nauss by Order of the Ontario Superior Court of Justice. A copy of the Order and other public information regarding these proceedings is available at [www.mnpdebt.ca/nauss](http://www.mnpdebt.ca/nauss).

Nauss owns and operated a building located at 7 Millichamp Street in Markstay, Ontario that was previously an ice arena, (the "**Arena**"). Nauss leased space in the Arena for the storage of boats, cars, recreational vehicles and other items (each a "**Stored Vehicle**" and together the "**Stored Vehicles**") owned by third parties. Nauss' records indicate that you may own and store the item set out below at the Arena:

•  
Nauss' records also indicate that you are aware that and have confirmed that all Stored Vehicles at the Arena are not insured in any way by Nauss. While the Receiver has taken those steps considered reasonably necessary to take possession and control of Arena including Stored Vehicles, the Receiver is not insuring any Stored Vehicle.

**Take notice it is your responsibility to maintain adequate insurance coverage on your Stored Vehicle(s). Neither Nauss nor the Receiver are providing any insurance coverage on the Stored Vehicles.**

Please complete and return the acknowledgement on the following page as soon as possible. In the interim, the Receiver is developing a plan for the disposition of the Nauss' assets and the Arena.

Should you have any questions or concerns, please email the Receiver at [NaussPlumbing@mnp.ca](mailto:NaussPlumbing@mnp.ca).

Yours very truly,

**MNP Ltd.**  
Court Appointed Receiver and Manager of  
Nauss Heating & Plumbing Inc.

Per:  
Jerry Henechowicz CPA, CA, CIRP, LIT  
Senior Vice-President



LICENSED INSOLVENCY TRUSTEES  
SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4  
1.877.251.2922 T: 416.596.1711 F: 416.596.7894 [MNPdebt.ca](http://MNPdebt.ca)



### ACKNOWLEDGEMENT AND CONFIRMATION

The undersigned acknowledges and confirms receipt of the above correspondence from MNP Ltd. in its capacity as Court Appointed Receiver and Manager of Nauss Heating & Plumbing Inc. and confirms that it is the sole responsibility of the undersigned to maintain insurance for any boats, cars, recreational vehicles and other items stored at the Arena.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness



LICENSED INSOLVENCY TRUSTEES  
SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4  
1.877.251.2922 T: 416.596.1711 F: 416.596.7894 MNPdebt.ca

## **APPENDIX I**

**Receivership of Nauss Plumbing & Heating Inc.  
Interim Statement of Receipts and Disbursements  
As At February 12, 2021**

	<b>Note</b>	
<b>Receipts</b>		
Deposit re Jennica Springs	1.	82,000.00
Pre appointment accounts receivables		77,936.81
Sale of assets		41,000.00
HST collected		4,550.00
Deposits refunded		3,267.33
Cash on Hand		590.45
	2.	<u>209,344.59</u>
<b>Disbursements</b>		
Insurance		19,445.42
Outside consulting & casual labour		11,183.14
Pre appointment wage arrears		7,780.98
Deposit re Espanola environmental assessment		7,326.50
Municipal taxes		5,035.05
Appraisals		3,500.00
HST paid		2,631.91
Utilities		1,272.82
Commissions		1,250.00
Security		1,026.55
Repairs and Maintenance		919.61
Mail redirection		335.00
Bank charges		104.43
Filing fees		71.54
		<u>61,882.95</u>
<b>Excess of Receipts over Disbursements</b>	3.	<u>147,461.64</u>

**Notes**

1. Represents deposit paid by N&N Consulting to Nauss Plumbing & Heating Inc. prior to the Receiver's appointment in respect of the purchase of the Jennica Springs Property and related assets.
2. Excludes deposit of \$52,500 held by the Receiver's counsel in respect of the contemplated purchase of the property at 2390 Lasalle Boulevard, Sudbury, Ontario.
3. Excludes any bank charges incurred after December 31, 2020.

## **APPENDIX J**

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE RECEIVERSHIP OF  
NAUSS PLUMBING & HEATING INC.  
OF THE CITY OF GREATER SUDBURY  
IN THE PROVINCE OF ONTARIO

**AFFIDAVIT OF JERRY HENECHOWICZ**  
(Sworn February 19, 2021)

I, Jerry Henechowicz, of the City of Markham, in the Province of Ontario,

**MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Vice President and a licensed Trustee with MNP Ltd. the Court-appointed receiver and manager (the “Receiver”) of Nauss Plumbing & Heating Inc. (the “Company”) and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Receiver was appointed, without security, of the assets, property and undertaking of the Company by Order of the Court dated November 13, 2020.
3. The Receiver has prepared two Statement of Account in connection with its appointment as Liquidator detailing its services rendered and disbursements incurred for the period September 4, 2020 to February 10, 2021. Attached hereto and marked as Exhibit “A” to this my Affidavit is a summary of the Statements of Account.
4. Attached hereto and marked as Exhibit “B” are copies of the Statements of Account. The average hourly rate in respect of the account is \$342.65.
5. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.

SWORN before me by video conference)

From

this 19<sup>th</sup> day of February, 2021

\_\_\_\_\_  
A Commissioner, etc.

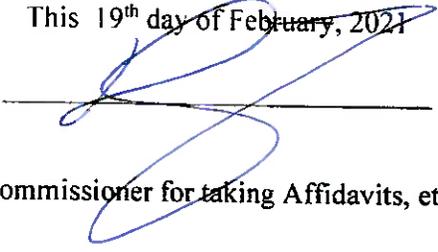
)  
)  
)  
)   
) **JERRY HENECHOWICZ**  
)

Attached is Exhibit "A"

Referred to in the  
AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me by videoconference

This 19<sup>th</sup> day of February, 2021



---

Commissioner for taking Affidavits, etc

**RECEIVERSHIP OF NAUSS PLUMBING & HEATING INC.  
SUMMARY OF RECEIVER AND MANAGERS ACCOUNTS  
FOR THE PERIOD SEPTEMBER 4, 2020 TO FEBRUARY 10, 2021**

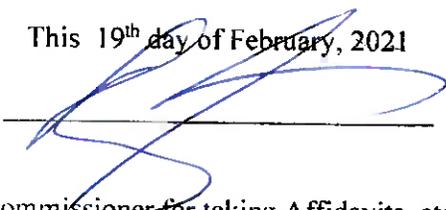
<b>DATE</b>	<b>INV #</b>	<b>PERIOD ENDED</b>	<b>HOURS</b>	<b>FEES</b>	<b>DISB.</b>	<b>HST</b>	<b>TOTAL</b>
31-Dec-20	9579444	24-Dec-20	242.60	82,526.50	5,132.61	11,395.68	99,054.79
14-Feb-21	9629816	10-Feb-21	42.25	15,076.00	-	1,959.88	17,035.88
			<b>284.85</b>	<b>97,602.50</b>	<b>5,132.61</b>	<b>13,355.56</b>	<b>116,090.67</b>
Average Hourly Rate			<b>342.65</b>				

Attached is Exhibit "B"

Referred to in the  
AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me by videoconference

This 19<sup>th</sup> day of February, 2021



---

Commissioner for taking Affidavits, etc

# Invoice



Invoice Number : 9579444

Client Number : 0789331

Invoice Date : Dec 31 2020

Invoice Terms : Due Upon Receipt

---

Nauss Plumbing & Heating Inc  
c/o MNP LTD  
300-111 Richmond Street West  
Toronto, ON M5H 2G4

## For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Nauss Heating & Plumbing Inc. for the period ended December 24, 2020 as set out on the attached time and billing summary 87,658.81

Harmonized Sales Tax : 11,395.65

Total (CAD) : 99,054.46

HST Registration Number 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees  
111 RICHMOND STREET WEST, SUITE 300;  
TORONTO ON; M5H 2G4  
P: (416) 596-1711 F: (416) 596-7884 [www.MNPDebt.ca](http://www.MNPDebt.ca)

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
04-Sep-2020	Jessie Hue	1 00	Banking, prepare EFT posting, print invoices and prepare cheques for fee, email J. Henechowicz update as to status of shortfall and arrange for courier.
11-Sep-2020	Jessie Hue	.30	Banking, dealing with accounting and request write off for the wire fee and email J. Henechowicz for approval to process.
14-Oct-2020	Jerry Henechowicz	.30	emails related to status of receivership
21-Oct-2020	Jerry Henechowicz	.40	Emails with Gowlings and CIBC on status and prep for next motion
30-Oct-2020	Jerry Henechowicz	.20	Review of email re updated appointment materials
10-Nov-2020	Jerry Henechowicz	.20	Update on timing of file
10-Nov-2020	Robert Wiley	.20	call northern security for locksmiths, not available until after 5, flip email to Michael wrt same
10-Nov-2020	Michael Litwack	.20	Emails re planning for attending upon appointment
12-Nov-2020	Jerry Henechowicz	.60	Update call with Gowlings to update in advance of Court attendance
12-Nov-2020	Michael Litwack	.30	Meeting w/ H. Fisher and J. Henechowicz
13-Nov-2020	Jerry Henechowicz	2 50	Preparation for and attending to Court Motion, arranging website posting, call with R Leblanc, engagement planning call with Sudbury office, update on first day work with M. Litwack
13-Nov-2020	Robert Wiley	.50	meeting and call w/ northern security and emails to Michael
13-Nov-2020	Michael Litwack	2 40	Attended court hearing; Planning meeting w/ J Henechowicz, R Wiley and G Babij; Emails w/ R Wiley; Emails re real property appraisal; Call w/ D Groves.
13-Nov-2020	Gregory Babij	.60	Planning meeting with Jerry Michael and Rob and call to Eric Toronto to do appraisals
14-Nov-2020	Jerry Henechowicz	1 10	Update to file, review of APS and APA, call with M Litwack on Denis Groves,
14-Nov-2020	Michael Litwack	.50	Messages w/ R Wiley re attendance at premises; Message to and calls w/ D Groves re receivership and attendance on Monday
15-Nov-2020	Michael Litwack	2 00	Emails w/ D Groves, Call w/ J Henechowicz; Email to R Wiley; Prepared door notices, task and term letters, key delegate letters and employee termination notices; Direction to J Hue re website posting
16-Nov-2020	Jerry Henechowicz	2 30	Calls and emails with N Kuchtaruk regarding his client's offers to purchase, update call with CIBC and Gowlings, multiple calls and emails with M Litwack on first day matters, follow up emails to Audxlaw to register on title
16-Nov-2020	Robert Wiley	1 60	work at warehouse

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
16-Nov-2020	Robert Wiley	1.20	pictures, waiting on locks to be fully changed, put up door notices, grab keys for vehicles
16-Nov-2020	Robert Wiley	.90	finish up at LaSalle, secure vehicles in fenced in area etc, upload pictures etc..
16-Nov-2020	Robert Wiley	1.80	@ Lasalle location, notices, etc.
16-Nov-2020	Robert Wiley	1.50	work at Jennica, wait for locks to be changed etc
16-Nov-2020	Michael Litwack	8.70	Attended at head office to meet with employees, gather records, meet with director, retain employee, meet with book keeper, attend to changing locks and other matters; Attended at Markstay locations to attend to changing locks; Conducted walk arounds of premises; Emails re mail redirection; Emails re notice to RBC; Calls w/ J Henechowicz; Conference call with counsel, CIBC and Gowlings; Call to insurance broker; Emails re listing agents; Securing assets
16-Nov-2020	Trina Burningham	.75	Called RBC to obtain fax number for branch. Faxed document to RBC. Status update call with J Henechowicz and M. Litwack.
17-Nov-2020	Jerry Henechowicz	2.80	Calls with realtors, update call with on site team, correspondence and email with NFP Insurance, review of arena building issues with Frank Spizziri, on going calls and emails on status with M Litwack
17-Nov-2020	Jessie Hue	.20	Direction with Trina on the website posting. Prepare the letter of direction to open trust account and email TD along with the Order.
17-Nov-2020	Robert Wiley	7.00	various tasks at Lasalle location
17-Nov-2020	Robert Wiley	.20	discussion with business dept manager
17-Nov-2020	Michael Litwack	8.10	Attended at premises, Meetings and discussions w/ D. Garret; Direction and discussions w/ G Garret re Quickbooks, A/R, records, etc.; Emails and discussions re insurance; Calls and emails w/ Firstbrooke Cassie re insurance; Discussion and direction to R Wiley throughout the day; Calls w/ J Henechowicz; Call w/ F Spizziri; Completion of insurance forms; Emails re real estate listing agents; Emails re storage waivers; Emails re banking information and EFT payments, Email to H Louis; Draft of letter for vehicle retention; Met w/ D Groves to obtain 3rd party waivers for storage.
17-Nov-2020	Gregory Babj	.90	Search for commercial realtors and contact for proposals on listing properties/mtg with Jerry and Michael and Rob
17-Nov-2020	Trina Burningham	.50	Fax sent to Karen Chamberlain of NFP Group. Webpage updated and vanity url created.
18-Nov-2020	Jerry Henechowicz	1.80	Update calls with field staff, calls with realtors, correspondence to insurers, review of third party property at arena
18-Nov-2020	Robert Wiley	1.00	various tasks
18-Nov-2020	Robert Wiley	3.50	CFs, and various

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
18-Nov-2020	Michael Litwack	2.70	Prepared forms for Firstbrooke Insurance; Call w/ A Colludio re insurance coverage; Call w/ employee re interim agreement for Jennica Springs; Call w/ J Henechowicz re Jennica Springs, Emails re insurance, Emails re books and records; Emails re banking; Attended at MNP Sudbury office to have certain records and cheques couriered to Toronto; Email to bookkeeper re invoicing; Meeting w/ J Henechowicz and R Wiley;
18-Nov-2020	Gregory Babij	.60	calls from Realtors
18-Nov-2020	Caroline Morin	.75	deal with Gillian and Wendi re QBO access, emails to Rob Wiley re same, accept QBO invites and add Rob Wiley
19-Nov-2020	Jerry Henechowicz	1.20	Review of status with MNP Sudbury, emails with realtors, call with proposed purchaser, update to draft APS and interim occupation agreement
19-Nov-2020	Jessie Hue	10	Follow up on the status of the trust account.
19-Nov-2020	Jessie Hue	30	Banking, arrange for the courier for the cheques and direction for the scanning of other docs received
19-Nov-2020	Amanda Petrina	20	Query from RWW re QBO data and obtaining a backup
19-Nov-2020	Robert Wiley	2.60	dealing with QBs, meeting w/ mike and Jerry, discussion with Gillian, trying to find a way to backup QBs and discussions with security companies
19-Nov-2020	Robert Wiley	30	discussion with Gillian and Michael
19-Nov-2020	Robert Wiley	70	discussion with Gillian, QBO, dennis, gisele
19-Nov-2020	Robert Wiley	.30	discussion with Gillian, leave message for gisele, follow up email, updating Michael
19-Nov-2020	Michael Litwack	3.50	Preparation of notices to utility companies; Direction to T Burningham re utility letters; Emails w/ J Hue re package of documents; Emails w/ G Groves re required documents; Emails w/ D Groves re 2010 Ford Edge; Discussions throughout the day w/ J Henechowicz and R Wiley; Review of insurance binder and preparation of schedule of coverage and exclusions, Call w/ D Groves, Draft of asset purchase agreement; Draft of interim management agreement;
19-Nov-2020	Caroline Morin	1.00	discussion with Rob Wiley re conversion from QBO to Desktop for receivership, helped Rob with exporting reports & show how to import inQBD, some imports are not allowed, need more details, looking at restricting access in QBO, access QBO and put restrictions in place
19-Nov-2020	Trina Burningham	1.00	Printed, assembled and mailed out utility notices via registered mail.
19-Nov-2020	Tina Burningham	3.50	Updated storage summary tracker
20-Nov-2020	Jerry Henechowicz	1.10	Update call with MNP Sudbury, review and updates to letters to Stored Vehicles forwarding same to Frank Spizzirri
20-Nov-2020	Robert Wiley	30	discussion with Michael, set up teams team and upload Jennica equipment

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
20-Nov-2020	Robert Wiley	1 60	meeting w/ Michael and jerry, call w/ QBs send sending formal request
20-Nov-2020	Michael Litwack	2 40	Meeting re updates; Preparation of vehicle list; Direction to R Wiley re vehicles; Voicemail from and call to M Spiegel; Prepared notice to customers with vehicles in storage; Preparing notices to utilities; Emails w/ G Groves re utilities; Emails re Bell accounts; Emails w/ D Groves
20-Nov-2020	Sheila Ayer	3 50	Assets: Arena Storage Facility. Complete customer mailing list, calls to obtain emails, postal code lookups
20-Nov-2020	Trina Burningham	50	MN Debt webpage updated.
22-Nov-2020	Michael Litwack	1 70	Drafting of Receiver's notice; Preparing consolidated balance sheet for asset values and consolidated A/P schedule for creditors list.
23-Nov-2020	Jerry Henechowicz	1 80	Calls with prospective reallors and review of listing proposals, preparation for call with CIBC and prospective purchaser of Jennica Springs, review and completion of 245/246, final draft and sending notices to debenture holders
23-Nov-2020	Jessie Hue	3 20	Extract the individual letters from the mail merge of the mailing sent out for the property stored at 7 Millichamp Street. Send individual emails as per list and provide letter for response.
23-Nov-2020	Jessie Hue	.40	Prepare fax cover and fax the notice and statement of receiver with the OSB. Save confirmation to the directory and email M. Litwack confirmation. Email Trina confirmation to insert in affidavit of mailing.
23-Nov-2020	Robert Wiley	.40	walkaround, look through equip to see if any pictures need to be taken
23-Nov-2020	Robert Wiley	1 60	cashflows for non-operating overall and discussion with Dennis re same
23-Nov-2020	Robert Wiley	.80	walkaround, put up notices, get access to upstairs. check doors etc.. Take pictures of equipment for buyers
23-Nov-2020	Robert Wiley	.30	organizing keys, mileage etc
23-Nov-2020	Robert Wiley	1 40	matching keys to vehicles, noting what we have, finding ownerships, looking for other keys etc..
23-Nov-2020	Michael Litwack	4 10	Finalized s245/246 notice; Preparation of creditors list (including searching for missing creditors names), Direction re notice and mailing; Emails re insurance; Review and revision to cash flow projections; Discussions w/ R Wiley; Download of images taken by R Wiley and upload to Dropbox; Email to potential purchasers re images; Emails re FCA insurance; Further revision to cash flow projections and e-mail to J Henechowicz.
23-Nov-2020	Sheila Ayer	75	mail merge - prep for distribution
23-Nov-2020	Trina Burningham	2 00	Mailed out the Notice to Customers by registered mail.
23-Nov-2020	Trina Burningham	2.00	Mailed out the Notice and Statement of the Receiver to creditors.
24-Nov-2020	Jerry Henechowicz	1 50	Update call with CIBC and Gowings, arranging for property listings, call with prospective purchaser and his counsel

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
24-Nov-2020	Jessie Hue	4 60	Prepare summary of cheques received from premises. Provide list. Prepare the Ascend file and entry of the creditors in Ascend transfer to sales and set account details. Prepare deposit slip for the Nauss cheques and process remote deposit and email confirmation to J Henechowicz. Setup third party deposit forms for the other three entities and email forms to TD for processing. Follow up with the forms and process the balance of the cheques received for remote deposit, entry of cheques and prepare receipt voucher. Monitor email account, forward inquiry to M. Litwack and J. Henechowicz for response. F/u with the bank with regards to the third party deposit made have not posted and request to advise
24-Nov-2020	Jessie Hue	80	Prepare the redirection of mail for the entities and email J. Henechowicz confirmation.
24-Nov-2020	Robert Wiley	40	get truck behind fence, take off license plates
24-Nov-2020	Robert Wiley	1 50	meet dennis at office, get information from him, pull license plates, separate personal items from truck
24-Nov-2020	Robert Wiley	2 00	deal with random customers who showed up to the office, and other inquires, calls w/ security, meet the realtor for the remaining properties and update him.
24-Nov-2020	Robert Wiley	30	calls from security company, and Terry, emails re same
24-Nov-2020	Robert Wiley	1 00	scan in documentation, calls / vendors to set up for receivership. calls / dennis wrt Adam's truck
24-Nov-2020	Michael Litwack	2 20	Update meeting w/ CIBC, Calls and messages w/ R Wiley throughout the day; Emails re agent for vehicles, Preparation of notice to Bell and Eastlink; Direction re notice to Bell and Eastlink, Review of reports and Emails re receivables; Emails re customers w/ vehicles in storage. Emails re listing agent
24-Nov-2020	Trina Burningham	1 50	Updated liabilities in Ascend
24-Nov-2020	Trina Burningham	50	Emailed the Notice of Receivership to Bell Insolvency. A copy of the Notice was also sent via registered mail to Bell Insolvency and Easylink.
25-Nov-2020	Jerry Henechowicz	70	Initial review of AR collectability, call and drafting of correspondence to Vista Credit Corporation re payment of outstanding accounts
25-Nov-2020	Jessie Hue	60	Monitor the email account forward the inquiries to J Henechowicz and M. Litwack. Update the estate number in Ascend and save the certificate to the directory. Assist Trina with the preparation of the affidavit of mailing.
25-Nov-2020	Jessie Hue	30	Sent letter regarding the property sorted at 7 Millichamp as recently provided and email S. Ayer confirmation
25-Nov-2020	Jessie Hue	60	Banning, prepare cheques req for redirection of mail and the receivers filing fee for the OSB
25-Nov-2020	Jessie Hue	20	Set up of email for e-transfer with TD and email M. Litwack and J. Henechowicz confirmation
25-Nov-2020	Robert Wiley	2 10	updating vehicle listing, working on see what AR we have support for
25-Nov-2020	Robert Wiley	30	call from Terry and security

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
25-Nov-2020	Robert Wiley	1.70	go through AR support from Gillian for Nauss and Garnet's to see what we have support for
25-Nov-2020	Michael Litwack	1.50	Email re OSB Certificate, Emails re Hydro One accounts; Review and markup of listing agreement, Emails re listing agreements; Meeting w/ J Henechowicz; Emails re collection of A/R and meeting re collection of A/R; Direction to R Wiley; Call from creditor.
26-Nov-2020	Jerry Henechowicz	1.70	Call with Gillian Groves re AR collections, calls with Real Estate Brokers re listing agreements, call with re prospective purchaser
26-Nov-2020	Jessie Hue	.20	Banking
26-Nov-2020	Robert Wiley	.20	emails and dis w Michael & gill
26-Nov-2020	Michael Litwack	3.60	Call from former employee; Meeting w/ G Groves and J Henechowicz; Direction to R Wiley, Call to customer re storage; Emails re wages and WEPP; Call w/ L Morrison re credit card payment setup; Email to J Hue re bank account information; Email re Vista; Call to Thor Ford, Call from G Groves; Call w/ customers with stored vehicles; Call w/ former customer; Call to Moore Propane; Revision to Remax listing agreements; Direction to R Wiley, Emails re credit card system
26-Nov-2020	Trina Burningham	.25	Emailed and faxed documents to Vista Services re: Nauss
27-Nov-2020	Jerry Henechowicz	1.50	Calls and emails related to AR collections, insurance and property listings
27-Nov-2020	Jessie Hue	1.40	Banking, counting cash on hand received and attend branch for deposit and prepare receipt voucher and email J. Henechowicz and M. Litwack deposit slip.
27-Nov-2020	Jessie Hue	.20	Monitoring email account and email inquires accordingly.
27-Nov-2020	Robert Wiley	.90	travel to Markslay
27-Nov-2020	Robert Wiley	.50	travel to & from 1330 / 7 Millichamp
27-Nov-2020	Robert Wiley	1.00	travel home
27-Nov-2020	Robert Wiley	5.60	prep for 3rd party inv and go through assists, inspect 1330 north
27-Nov-2020	Michael Litwack	2.60	Conference call w/ CRA legal; Emails w/ G Groves re invoicing and agreement; Draft of engagement letter with Social Bouquet Events; Emails re engagement letter; Discussions w/ R Wiley re site attendance; Correspondence w/ storage customers; Email to R Wiley re appraiser; Call w/ J Henechowicz; Emails re TD merchant account; Emails re and revision to draft of Engagement agreement of Social.; Call from utility supplier.
27-Nov-2020	Kopal Mulay	1.00	Travel
27-Nov-2020	Kopal Mulay	1.00	Travel

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
27-Nov-2020	Kopal Mulay	6.00	Identifying the vehicle by location, plate number, VIN and taking pictures
28-Nov-2020	Jerry Henechowicz	.90	Completion and execution of listing agreements, multiple calls with realtors, update from Proposed purchaser of Jennica springs, review of engagement letter for Gillian Groves, call with Justice on CRA liability
28-Nov-2020	Robert Wiley	1.20	travel back from Espanola
28-Nov-2020	Robert Wiley	1.20	travel to Espanola
28-Nov-2020	Robert Wiley	.60	inspect place, get plates off of vehicles & figure out which keys work on which vehicle
30-Nov-2020	Jerry Henechowicz	.70	Update call with Gillian Groves re AR collections process, emails and calls with prospective purchaser, finalizing listings, arranging appraisals
30-Nov-2020	Jessie Hue	.30	Banking, accept e transfer deposit, change the TD settings for automatic accepting deposit without password.
30-Nov-2020	Robert Wiley	1.30	get mail, Gillian had some personal things to pick up, went through mail while there
30-Nov-2020	Robert Wiley	1.00	updating working papers, getting aid on AR invoice, discussion with Gillian, call from vendor, going through info dropped off by Gillian
30-Nov-2020	Robert Wiley	.50	waiting at TD for them to figure it out...
30-Nov-2020	Robert Wiley	.20	teams meeting
30-Nov-2020	Michael Litwack	3.30	Responses to parties re asset sales; Call from Delsan-AIM; Revision to ReMax listing agreement, Conference call re receivables collection; Email to G Groves; Emails with customers re storage of vehicles; Emails re notice to utilities; Revision to listing documents, Call and e-mail to T Zuk re listing agreements and new listing; Direction to R Wiley; Email to director re 245/246 notice; Emails w/ G Groves re Vista, invoices and engagement letter; Email to R Leblanc re deposit funds; Emails re ETF deposit.
01-Dec-2020	Jerry Henechowicz	1.10	Calls with realtors, call with proposed purchaser of Jennica Springs, update with Sudbury staff
01-Dec-2020	Jessie Hue	.30	Banking, email M Litwack for deposit details for posting.
01-Dec-2020	Jessie Hue	.40	Banking, follow up with M. Litwack on deposit and inquiry for posting.
01-Dec-2020	Robert Wiley	1.00	get list to Gillian, organize w/ security, call from external accountant
01-Dec-2020	Robert Wiley	.50	scanning in deposits, call from Gill, send link to SIA and all re Espanola pictures
01-Dec-2020	Robert Wiley	.50	emails, call from terry and security, question to Michael re same, trying to get photos in a sendable size to SIA

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Dec-2020	Michael Litwack	2.60	Call w/ M Spiegel, Emails re bank deposits; Email to customer re stored vehicle; Review of listing agreement and email with comments; Call w/ Ford Credit Canada; Calls w/ Thor Ford; Call w/ D Groves; Call w/ J Henechowicz; Calls w/ T Zuk; Revision to key letter for T Zuk and emails re same; Call from S Mizrahi; Emails w/ Vista Financial and call to Vista; Financial; Sending S Mizrahi photos; Emails re vehicles; Direction to J Hue re cheques for Thor Motors and Social Bouquet Events.
02-Dec-2020	Jerry Henechowicz	.70	Calls with Realtor, review of offer for LaSalle, forward same to bank, update with Insurers
02-Dec-2020	Jessie Hue	.90	Email G. Groves the incoming transfers received, posting to Ascend. Accept incoming e-transfer with correct password and email G. Groves confirmation. Banking posting and prepare receipt voucher. Prepare cheque reqs for vendors.
02-Dec-2020	Jessie Hue	1.50	Accepting e-transfers, update on issue with password with G. Groves, posting of the AR dated Nov 30 and the various cheque received in Ascend. Prepare the bank rec for November. Update TD to setup automatic incoming e-transfers.
02-Dec-2020	Robert Wiley	.70	take pictures and get realtor keys
02-Dec-2020	Robert Wiley	.30	meet with security, get signed agreement and discussion re same
02-Dec-2020	Robert Wiley	2.00	sampling Jennica AR, opening mail scan and send Gill updated list.
02-Dec-2020	Robert Wiley	.20	send mike scans for bank deposit and co-ordinate w/ terry
02-Dec-2020	Robert Wiley	.30	get keys set up for security, emails w/ appraiser
02-Dec-2020	Michael Litwack	1.50	Reviewing and responding to Nauss general emails; Emails w/ G Groves and J Hue re collection of A/R; Emails w/ D Groves; Call w/ J Henechowicz; Call from Thor Ford; Review of new listing agreements and correspondence w/ T Zuk re changes required; Call from interested party; Emails re vehicles
02-Dec-2020	Trina Burningham	.50	Affidavit of Mailing assembled and emailed to M. Lem for signature.
03-Dec-2020	Jerry Henechowicz	1.20	Multiple calls with realtor regarding offers for LaSalle property and additional listings
03-Dec-2020	Jessie Hue	.30	Forward executed forms to M Litwack. Email M. Litwack confirming cheque received and request for court to deposit.
03-Dec-2020	Robert Wiley	.50	calls from appraiser and figured out schedule
03-Dec-2020	Robert Wiley	.30	discussions with appraiser, co-ordinating visits
03-Dec-2020	Michael Litwack	.70	Direction to R Wiley, Emails re receivables; Review of emails from storage customers; Call w/ storage customer, Email to T Zuk re listing agreements
04-Dec-2020	Jerry Henechowicz	1.10	Call with Gowlings and CIBC, multiple calls and emails with realtors to review potential offices
04-Dec-2020	Robert Wiley	.30	discussion with Terry re real-estate and co-ordinating w/ terry and Denis re WIP

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
04-Dec-2020	Robert Wiley	.20	call w/ Denis to arrange and emails w/ mike
04-Dec-2020	Robert Wiley	.40	emails / calls with Gillian and Denis wrt information
04-Dec-2020	Robert Wiley	.80	get info from Denis/ find at office
04-Dec-2020	Michael Litwack	2 00	Conference call w/ CIBC; Direction to R Wiley; Emails w/ G Groves; Emails w/ J Henechowicz re sale of assets, Preparation of WEPP schedule.
06-Dec-2020	Jerry Henechowicz	.40	Calls and emails with Realtor related to offers on LaSalle property
07-Dec-2020	Jerry Henechowicz	.75	Review of offers from realtor, update on APA's from F. Spizzirri, call to Appraiser to review timing, update on AR collections
07-Dec-2020	Jessie Hue	.20	Efiled the filing fee with the OSB and mailing of the cheque.
07-Dec-2020	Jessie Hue	.10	Email confirmation of receipt of cheque and request for courier to deposit.
07-Dec-2020	Jessie Hue	.30	Email M. Litwack mail received for the executed property forms.
07-Dec-2020	Robert Wiley	.30	Jennica / appraiser
07-Dec-2020	Robert Wiley	.50	inventory listing for warehouse
07-Dec-2020	Robert Wiley	2 00	w/ appraiser
07-Dec-2020	Robert Wiley	.40	open mail, and make list of all payments received
07-Dec-2020	Robert Wiley	1.00	w/ appraiser at Markstay
07-Dec-2020	Michael Litwack	1.40	Call w/ T Zuk; Call w/ D Groves; Emails re TD Merchant account; Prepared listing proposals for 551 Centre Street and 7 Millichamp; Emails re collection of receivables; Emails re signed insurance acknowledgements;
08-Dec-2020	Jerry Henechowicz	1.30	Calls with Realtor, updates on AR, review of listings and following up on WIP
08-Dec-2020	Robert Wiley	.40	at bank to deposit cheques
08-Dec-2020	Robert Wiley	1 00	scanning info in, discussion with Denis, organizing cheques for deposit, going through mail
08-Dec-2020	Robert Wiley	1.30	w/ appraiser at Espanola
08-Dec-2020	Robert Wiley	.30	travel back from bank
08-Dec-2020	Michael Litwack	1.60	Draft of notice to customers with WIP; Emails re WIP; Review of WIP documents; Responses to emails to general mailbox; Emails re receivables; Direction to R Wiley

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
09-Dec-2020	Jessie Hue	.40	Prepare receipt voucher, entry of cheques in Ascend, prepare remote deposit and email G. Groves confirmation of payment.
09-Dec-2020	Jessie Hue	.50	Prepare etransfer requisition form, process etransfer payment to F. Grove for Social Events invoice and email confirmation.
09-Dec-2020	Robert Wiley	1 00	discussion with Denis update Wip and send to Michael, looking athrough AR invoices
09-Dec-2020	Robert Wiley	4 00	WIP prep, waiting for Denis to get back to me, inventory listing and looking through AR
09-Dec-2020	Robert Wiley	.60	AR listings
09-Dec-2020	Gregory Babij	.30	email Greg H to get name of environmental firm for Nauss/Jerry
10-Dec-2020	Jerry Henechowicz	1 50	Preparation and sending of Receiver Certificate, preparation and sending of supplemental offer form, call and information for Environmental of Espanola Property, review of ar collections, call with Appraiz
10-Dec-2020	Robert Wiley	.30	update for mileage, discussion with Denis wrt mileage. Email to Sia
10-Dec-2020	Robert Wiley	.60	get vehicle mileage for working vehicles at Nauss and discuss w/
10-Dec-2020	Gregory Babij	.40	Haddad re environmental engineer
11-Dec-2020	Jerry Henechowicz	.30	Update with realtor on status
11-Dec-2020	Jessie Hue	.10	Confirming with vendor the remittance of payment. Saving property exacted forms to the directory
11-Dec-2020	Michael Litwack	.20	Email re HST number; Emails w/ G Groves re hours; Emails party interested in Jennica Springs.
14-Dec-2020	Jerry Henechowicz	1 10	Review of sale agreements re sale of vehicles and WIP, call with Realtor, review of AR updates, calls with Environmental engineers re Espanola property
14-Dec-2020	Jessie Hue	.30	Banking, prepare receipt voucher and process remote deposit
14-Dec-2020	Robert Wiley	.20	call from Gerry (appraiser)
14-Dec-2020	Robert Wiley	1 10	finish going through Jennica ar, email gill w/ a few questions
14-Dec-2020	Robert Wiley	.20	emails and call from appraiser, flip an email to Michael wrt same
14-Dec-2020	Robert Wiley	1 80	Jennica ar - D - J
14-Dec-2020	Robert Wiley	1 10	going through Jennica ar

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
14-Dec-2020	Michael Litwack	2.20	Calls w/ D Groves re sale of vehicles and WIP; Drafting of bill of sale and interim use agreements for the vehicles and WIP; Discussions w/ J Henechowicz; Discussions re balance in RBC account; Direction to R Wiley re RBC account; Review of WEPP balances and s.81(4) claims. Emails re employee contact information; Emails re WIP review schedules.
15-Dec-2020	Jerry Henechowicz	.80	Discussions with Realtor and Pinchin regarding potential issues on Espanola property, review of amended offers for Lasalle property.
15-Dec-2020	Jessie Hue	.40	Banking, posting and accepting e-transfers and prepare receipt voucher. Email confirmation of payment received to payee.
15-Dec-2020	Robert Wiley	.30	call from Kevin from McDowell and
15-Dec-2020	Robert Wiley	.20	emails / for terry vehicles and mileage
15-Dec-2020	Michael Litwack	.40	Emails re materials needed for completion of WIP; Discussions w/ R Wiley; Emails w/ S Mizrahi re value of materials required for WIP
16-Dec-2020	Jerry Henechowicz	.50	Call with TD on cash policies, emails with RBC to review direct AR payments
17-Dec-2020	Jerry Henechowicz	.90	Multiple calls and emails re Espanola property, review of AR collections, calls with Realtor
17-Dec-2020	Michael Litwack	1.00	Emails re employee s.81 claims and payments; Call from Ford Credit Canada; Call to D Groves re asset purchases; Call from G Groves; Emails w/ Hydro One re name error; Revisions to asset purchase agreements
18-Dec-2020	Jerry Henechowicz	1.20	On going discussions with Realtor and Pinchin regarding potential issues on Espanola property, preparation for and call with CIBC and Gowlings on status and offers, follow up emails to CIBC and Gowlings
18-Dec-2020	Robert Wiley	.20	emails from Kev and call from Terry
18-Dec-2020	Michael Litwack	1.20	Final revision to asset purchase agreements; Email to D Groves re asset purchase agreements, Email to creditor re cancellation of services; Review of information provided by G Groves re receivables collection; Emails re assessment of invoice from G Groves and future A/R collections; Email to R Wiley; Emails re hydro invoices; Call w/ J Henechowicz re asset purchases; Email to D Groves re offer to purchase inventory and equipment
21-Dec-2020	Jerry Henechowicz	1.00	Follow up on status of asset sales, review of draft APS for Lasalle review of AR collections
21-Dec-2020	Robert Wiley	1.50	update AR listings sent my mike for Nauss and gamet's
21-Dec-2020	Michael Litwack	.80	Emails and calls w/ D Groves re sale of vehicles and WIP; Emails re wire transfers; Discussion w/ R Wiley re fees for attending for customer retrieval of vehicles; Emails re RC59 form, Preparation of RC59 form,
22-Dec-2020	Jerry Henechowicz	1.10	Review and sending of APS to Lasalle purchaser, review of sales to Denis Groves, calls with Canam re values of inventory, update of cash receipts and approval of payments

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS HEATING & PLUMBING INC.

FOR THE PERIOD ENDED DECEMBER 24, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
22-Dec-2020	Michael Litwack	2 20	Calls re arranging time for attendance to remove third party property from storage; Call w/ D Groves re offer to acquire inventory; Email re RC59; Emails re vehicle storage; Draft of release form for retrieval of third party property; Emails re waiver form and payment; Emails re WEPP; Draft of notice to Ford re release of interest; Fax of notice and direction re mailing to Thor Motors
22-Dec-2020	Trina Burningham	25	Printed, stamped and mailed letter to director for M. Litwack.
22-Dec-2020	Ariel Hasan	1 00	WEPP applications
23-Dec-2020	Michael Litwack	1 00	Emails re WEPP applications; Prepared WEPP POCs and Schedules; Emails re scheduling for retrieval of third party property; Emails re vehicle sales; Email to G Groves re employee information
23-Dec-2020	Ariel Hasan	.80	Modifications to WEPP Applications, correspondence with ML
24-Dec-2020	Jerry Henechowicz	.30	Updates with Realtor on status of inventory and property sales
24-Dec-2020	Robert Wiley	.50	snowmobile removal
24-Dec-2020	Trina Burningham	1 00	Printed, stamped and mailed out WEPP notices provided by M. Litwack.

242.60

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Amanda Petrina	0 20	175 00	35 00
Ariel Hasan	1 80	175 00	315 00
Caroline Monn	1 75	350 00	612 50
Kopal Mulay	1 00	225 00	225 00
Gregory Babij	2.80	495 00	1,386 00
Jerry Henechowicz	38.55	590 00	22,744 50
Jessie Hue	20 40	215 00	4,386 00
Kopal Mulay	7 00	175 00	1,225 00
Michael Litwack	68.60	375 00	25,725 00
Robert Wiley	82.00	275 00	22,550 00
Sheila Ayer	4.25	195 00	828 75
Trina Burningham	14.25	175 00	2,493 75
<b>Total</b>	<u>242.60</u>		<u>82,526.50</u>

DISBURSEMENTS

Insurance	4,426 09
Travel and lodging	554.72
Printing and postage	151.50

5,132.31

TOTAL FEES AND DISBURSEMENTS

87,658.81

# Invoice



Invoice Number : 9629816

Client Number : 0789331

Invoice Date : Feb 14 2021

Invoice Terms : Due Upon Receipt

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Nauss Plumbing & Heating Inc.  
c/o MNP LTD.  
300-111 Richmond Street West  
Toronto, ON M5H 2G4

## For Professional Services Rendered :

Professional services as Court Appointed Receiver of Nauss Heating & Plumbing Inc. for the period December 29, 2020 to February 10, 2021 as set out on the attached time and billing summary 15,076.00

Harmonized Sales Tax : 1,959.88

Total (CAD) : 17,035.88

HST Registration Number: 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us

Licensed Insolvency Trustees  
111 RICHMOND STREET WEST, SUITE 300;  
TORONTO ON; M5H 2G4  
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS PLUMBING & HEATING INC.

FOR THE PERIOD DECEMBER 29, 2020 TO FEBRUARY 10, 2021

DATE	PROFESSIONAL	HOURS	DESCRIPTION
29-Dec-2020	Jerry Henechowicz	.80	Calls to service potential like at Millichamp site, updates and revisions to bills of sale for inventory and IP and sending same to Terry Zuk for completion, call and email to McDonnel equipment re trucks stored on his site
30-Dec-2020	Jerry Henechowicz	.30	Receipt and review of IP bill of sale
31-Dec-2020	Jessie Hue	.80	Prepare cover letter for employee.
31-Dec-2020	Jessie Hue	.80	Posting AR cheques and prepare receipt voucher, prepare remote deposit.
04-Jan-2021	Jerry Henechowicz	.50	Emails and calls related to the sale of inventory and WIP
04-Jan-2021	Robert Wiley	.30	email back from QBO wrt not being able to transfer master admin, sent request again
04-Jan-2021	Robert Wiley	.60	call from Terry wrt assets grabbed, email to Jerry and Michael wrt same. Start updating for Jennica AR
04-Jan-2021	Robert Wiley	.60	calls w/ terry, jerry and dennis to coordinate inv removal / dennis to get required equip. Prep and send key letter to Terry for Northland to sign
04-Jan-2021	Michael Litwack	.30	Call w/ D Groves; Emails re insurance changes for vehicles
05-Jan-2021	Jerry Henechowicz	.30	Follow up on sales and AR postings
05-Jan-2021	Jessie Hue	.60	Banking.
05-Jan-2021	Jessie Hue	.20	Save AR cheques to the directory and email request to courier to me for deposit.
06-Jan-2021	Jerry Henechowicz	.60	Negotiations re sale of trucks, arranging for receipt of cash
06-Jan-2021	Jessie Hue	.80	Log AR cheques in Ascend, prepare receipt voucher and emailed J. Henechowicz the remote deposit slip.
06-Jan-2021	Robert Wiley	.30	emails w/ RBC to check on status of check, call security for invoice, call terry to get Marty's (Northland's) number.
06-Jan-2021	Robert Wiley	.20	meeting w/ jerry
06-Jan-2021	Robert Wiley	.20	emails and discussion with Eric from Northlands HVAC re vehicles, send email to Jerry Re same
06-Jan-2021	Robert Wiley	.40	time at each locations, drop keys at Lasalle location for access to trucks, get cheque from RBC and deposit at TD.
07-Jan-2021	Jerry Henechowicz	.70	Preparation for and call with Lawyer for Lasalle purchaser
11-Jan-2021	Jerry Henechowicz	.70	Call with Gowlings re environmental for Espanola, further turn of agreement with F Spizziri re Lasalle
11-Jan-2021	Robert Wiley	.20	get key back, email Eric to figure out a time for them to pick up the keys
11-Jan-2021	Robert Wiley	.20	emails from G2S & Northland, drop key off to get a copy today to let Northland access Espanola ( rest are distributed, Terry/Security/ Mike)
12-Jan-2021	Jerry Henechowicz	.30	Review of emails related to sale of Lasalle
13-Jan-2021	Jerry Henechowicz	.50	Sending of acceptance for Phase II of Espanola, update call with Denis Grove on purchases

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS PLUMBING & HEATING INC.

FOR THE PERIOD DECEMBER 29, 2020 TO FEBRUARY 10, 2021

DATE	PROFESSIONAL	HOURS	DESCRIPTION
13-Jan-2021	Robert Wiley	.30	discussion with Jerry, go through vehicle listing and add vehicle, note and email back.
14-Jan-2021	Matthew Lem	.40	Review of file re claim filed by S. Laverdiere; discussion with S. Ayer re asme.
14-Jan-2021	Trina Burningham	1.00	Printed deposit slip and added GL info; Deposited cheques to TD branch; Emailed J. Henechowicz and S. Ayer update re: "Jennica Springs" cheques; Updated deposit slip and re-printed; Scanned copy of deposit receipt and saved to directory.
15-Jan-2021	Jerry Henechowicz	1.30	Review of final drafts of APS re Lasalle, execution and sending of same, calls with realtor, dealing with trucks at McDowell, follow up with D Groves on truck purchase.
17-Jan-2021	Jerry Henechowicz	.60	Update financial records and expenses
18-Jan-2021	Jerry Henechowicz	.40	Further review of expenses
18-Jan-2021	Jessie Hue	.20	Banking, prepare receipt vouchers and postings in Quicken and Ascend.
18-Jan-2021	Robert Wiley	.20	call for Mindy Rocca, re Can Paving AR
18-Jan-2021	Robert Wiley	.20	voicemail from Cindy Rocca, call back per her request, assuming AR related, but she didn't say
18-Jan-2021	Robert Wiley	.50	going through vehicle listings, looking for ownership and keys, call Kevin, discussion w/ Terry wrt Pinchin and Lasalle location
18-Jan-2021	Robert Wiley	.30	call from Frank Pres re loan to Loan 160K, enthusiastic about why he wasn't on some list (assuming the payables list that was sent). Talked him down and he will be couriering documents to Toronto office
18-Jan-2021	Trina Burningham	.50	Proof of claim received; Reviewed claim; Emailed claim to partners for review; Entered info into Ascend; Saved copy to directory.
19-Jan-2021	Jerry Henechowicz	.70	Review of operating expenses and arranging payment of same, update call with Frank Spizziri re sale approval and related motion
19-Jan-2021	Robert Wiley	.30	call from James (Pinchin) and call w/ jonn (evo7) emails to James and Jerry re warehouse & Espanola co-ordinating
19-Jan-2021	Sheila Ayer	.50	Received call re WEPP, coordinate update to WEPP estate info.; call to employee re claim/payment
19-Jan-2021	Trina Burningham	.25	Entered info into Ascend; Saved copy to directory.
19-Jan-2021	Ariel Hazan	.70	Discussion with Sheila and Service Canada, completing trustee information form for WEPP applications
20-Jan-2021	Jerry Henechowicz	.50	Review of all operating expenses and arranging payment as necessary
20-Jan-2021	Patricia Ball	.50	input cheque requisitions
20-Jan-2021	Jim Guo	.40	chq req
20-Jan-2021	Jessie Hue	.30	Banking, prepare receipt voucher and posting. Prepare the void of cheque.
20-Jan-2021	Robert Wiley	.50	get proper keys for vehicles to be scrapped, finding a way to appease scrapper w/ no original ownership noted.
20-Jan-2021	Robert Wiley	.20	call from Kevin McDowell, need ownerships for scrapper. Plan to get from Lasalle/ meet him at parking lot.

MNP LTD.

COURT APPOINTED RECEIVER OF NAUSS PLUMBING & HEATING INC.

FOR THE PERIOD DECEMBER 29, 2020 TO FEBRUARY 10, 2021

DATE	PROFESSIONAL	HOURS	DESCRIPTION
20-Jan-2021	Robert Wiley	.20	email from James that sub can no longer go to Espanola (an hour before meeting) call Jonn, he hasn't left yet, co-ordinate for them to meet at 10:30 instead.
20-Jan-2021	Matthew Lem	.10	Review and approve requisition and stop payment.
20-Jan-2021	Sheila Ayer	.50	coordinating. WEPP payment: cheque req, obtain approvals/submit for processing
22-Jan-2021	Jessie Hue	.80	Prepare the EFT form request for payment. Dealing with redirection of mail and forward invoices to J. Henechowicz.
22-Jan-2021	Jessie Hue	.50	File admin, saving documents to the directory including CRA correspondence. F/u with J. Henechowicz
24-Jan-2021	Jerry Henechowicz	1.00	update to all operations and payment files
25-Jan-2021	Jerry Henechowicz	.30	Updating insurance coverage for parked vehicles
25-Jan-2021	Jessie Hue	.30	Save claim to the directory and emailed same with J. Henechowicz.
25-Jan-2021	Robert Wiley	.30	phone call from Nauss vendor, emails w/ Jerry talk with vendor, let her know the situation and offered her the website for future guidance.
25-Jan-2021	Trina Burningham	.25	Call with client re: Nauss receivership and paperwork to be filled out.
26-Jan-2021	Jessie Hue	.20	Request for courier of the AR cheques to deposit.
27-Jan-2021	Jerry Henechowicz	.20	Update from Realtor on status
27-Jan-2021	Jessie Hue	.30	Request T. Burningham to prepare the affidavit of mailing.
27-Jan-2021	Robert Wiley	.20	texts from jonn, security, email Jerry re same, call terry per email and get him to send a guy out (1330 north water tank)
28-Jan-2021	Jessie Hue	.30	Prepare remote deposit for cheques unable to deposit at branch by T. Burningham, emailed the remote deposit to J. Henechowicz.
28-Jan-2021	Jessie Hue	.60	Receipt of AR cheques, posting to Ascend and prepare receipt voucher, email J. Henechowicz the remote deposit.
30-Jan-2021	Jerry Henechowicz	.10	Email re Arena heater and plumbing
01-Feb-2021	Jessie Hue	2.60	Review of the WEPP filings, amendments and filing claims received with Service Canada, update the tracker and correspondence with former employees to confirm status. T/c and email with Service Canada and obtained approval for extension to February 28.
01-Feb-2021	Jessie Hue	.30	Banking, record and prepare receipt voucher, emailed J. Henechowicz remote deposit slip.
01-Feb-2021	Robert Wiley	.20	texts from dennis re dropping off records, and later text about the power, email to Terry and Jerry re same.
02-Feb-2021	Jerry Henechowicz	1.30	Preparation and sending of interim R&D, calls re operations, review of expenses, email to CIBC, calls from Vista Finance re o/s contracts
02-Feb-2021	Jessie Hue	.20	Finalize WEPP admin updating tracker, emailed M. Lem and J. Henechowicz status and confirmation of extension dated March 1.
02-Feb-2021	Robert Wiley	.30	emails and sending Jessie the deposit info, ensure all cheques total to excel.

**MNP LTD.  
COURT APPOINTED RECEIVER OF NAUSS PLUMBING & HEATING INC.**

**FOR THE PERIOD DECEMBER 29, 2020 TO FEBRUARY 10, 2021**

<b>DATE</b>	<b>PROFESSIONAL</b>	<b>HOURS</b>	<b>DESCRIPTION</b>
03-Feb-2021	Jerry Henechowicz	.90	Update call with CIBC and follow up email to Gowlings, approval of payments
03-Feb-2021	Jessie Hue	2.60	Banking, prepare requisition forms, set up online payments, calls to utilities for account details for online, posting payments in Ascend.
03-Feb-2021	Robert Wiley	.20	phone tag then calls from Rosalind wrt outstanding AR balance. Email Jerry wrt same
04-Feb-2021	Jerry Henechowicz	.75	Preparation for and update call with CIBC and Gowlings
04-Feb-2021	Jerry Henechowicz	.30	Updates on sales on trucks and ar collections
04-Feb-2021	Robert Wiley	.30	talk with Jerry, give Rosalind a call wrt AR outstanding and figure that out.
04-Feb-2021	Robert Wiley	.20	call from Rosalind, send her email to pay account
08-Feb-2021	Robert Wiley	.20	get another set of keys for LaSalle and organize release of vehicles
08-Feb-2021	Robert Wiley	.30	discussion wrt vehicle sale and AR, get invoices for security etc to send to Jerry, respond to NS.
09-Feb-2021	Jerry Henechowicz	.60	Finalization of Truck Sale, payment of expenses, arranging for Court approval motion
09-Feb-2021	Patricia Ball	.20	prepare cheques
09-Feb-2021	Robert Wiley	.80	looking through AR and email to Jerry wrt same
09-Feb-2021	Robert Wiley	1.00	discussion with Jonathon, collecting information, looking through ar list / subsequent payments
09-Feb-2021	Robert Wiley	.20	get plates talk with Terry on location
10-Feb-2021	Jerry Henechowicz	.50	Report outline
10-Feb-2021	Robert Wiley	.20	pick up mail and get mail forwarded.

**42.25**

<b>BILLING SUMMARY</b>			
<b>PROFESSIONAL</b>	<b>HOURS</b>	<b>HOURLY RATE</b>	<b>AMOUNT</b>
Ariel Hazan	0.70	175.00	122.50
Jerry Henechowicz	14.15	590.00	8,348.50
Jessie Hue	12.40	215.00	2,666.00
Jim Guo	0.40	190.00	76.00
Matthew Lem	0.50	590.00	295.00
Michael Litwack	0.30	375.00	112.50
Patricia Ball	0.70	190.00	133.00
Robert Wiley	10.10	275.00	2,777.50
Sheila Ayer	1.00	195.00	195.00
Trina Burningham	2.00	175.00	350.00
<b>Total</b>	<b>42.25</b>		<b>15,076.00</b>

## **APPENDIX K**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**AFFIDAVIT OF ARTURO PUGLIESE  
(Sworn February 19, 2021)**

I, **ARTURO PUGLIESE**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the principal of Audaxlaw PC ("**Audax**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated November 13, 2020, MNP Ltd. ("**MNP**") was appointed receiver and manager of all of the assets, undertakings and properties of Nauss Plumbing & Heating Inc.. MNP retained Audax as its counsel in this matter.



**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF ARTURO PUGLIESE SWORN BEFORE ME  
THIS 19th DAY OF FEBRUARY 19, 2021**

  
\_\_\_\_\_  
A Commissioner, etc.

### SUMMARY OF FEES

<u>Professional/Year of Call</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Fees</u>	<u>HST</u>	<u>Total</u>
Frank Spizzirri, CS (1995)	16.74	\$550.00/hr	\$ 9,207.00	\$1,196.91	\$10,403.91
Arturo Pugliese (2001)	1.70	\$525.00/hr	\$ 892.50	\$ 116.03	\$ 1,008.25
Maja Petrovic (2020)	0.70	\$250.00/hr	\$ 175.00	\$ 22.75	\$ 197.75
<b>Pre-Discount Total</b>	<b>19.14</b>		<b>\$ 10,274.50</b>	<b>\$1,335.69</b>	<b>\$11,610.19</b>
Less Discount			\$ 1,474.50	\$ 191.69	\$ 1,666.19
<b>TOTAL</b>			<b>\$ 8,800.00</b>	<b>\$1,144.00</b>	<b>\$ 9,944.00</b>

**Arturo R. Pugliese o/a AUDAX Law**  
**Barrister & Solicitor**

3300 Bloor Street West, Suite 670  
West Tower  
Toronto, ON M8X 2X2

Phone: 416-862-8329

Fax: 416-862-8330

MNP Ltd.  
140 Tycos Drive  
Toronto, ON M4B 1W8 Canada

Jan 28, 2021

File #: 20-296

Attention: Jerry Henechowicz

Inv #: 3041

RE: Counsel to Court-Appointed Receiver

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Lawyer</u>
Nov-16-20	TO PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING:  participate in group introductory call; review court order, purchase documents and receivership application	1.10	FS
Nov-17-20	question from/response to M. Litwack regarding stored assets; call with J. Henechowicz regarding insurance and CRA;	0.90	FS
Nov-18-20	call with M. Litwack regarding insurance review PPSA, CPR and property parcel abstracts; correspondence to J. Henechowicz and M. Litwack regarding searches	0.44	FS
Nov-19-20	receive and review email from F.Spizzirri; review parcel and Court Order; review with Conveyancer	0.70	ARP
Nov-22-20	review draft letter to creditors and comment; exchange of correspondence with J. Henechowicz	0.30	FS
Nov-24-20	exchange of correspondence with J. Henechowicz regarding court approval of a sale and court scheduling	0.20	FS
Nov-25-20	call to Sudbury court house; correspondence to trial co-ordinator regarding proposed motion; correspondence to J. Henechowicz regarding co-ordinating motion	0.40	FS
Dec-04-20	exchange of correspondence with J. Henechowicz regarding possible offers on land parcels	0.40	FS

Dec-06-20	exchange of correspondence with J. Henechowicz regarding possible offers and template APA for possible prospective purchasers	0.60	FS
Dec-07-20	exchange of correspondence with J. Henechowicz and preparation of template APA	0.70	FS
Dec-09-20	review correspondence from J. Henechowicz regarding form of offer and provide comments	0.40	FS
Dec-10-20	call to J. Henechowicz; review correspondence	0.30	FS
Dec-14-20	review offer for one property; call with J. Henechowicz regarding potential sale of one property to adjacent neighbour and discussion regarding environmental review	0.50	FS
Dec-15-20	review phase I and Phase II environmental reports and correspondence to J. Henechowicz	0.80	FS
Dec-21-20	call to J. Henechowicz: review offer from Barker Bros Inc. and draft APA;	1.60	FS
Dec-22-20	correspondence to J. Henechoicz with offer call with J. Henechowicz and revise APA with Barker Bros Inc.	1.10	FS
Dec-30-20	review APA: discuss reiew with F.Spizziri; provide comments and email	1.00	ARP
Jan-04-21	review revisions to APA from purchaser's counsel; exchange of correspondence with J. Henechowicz; discussion with A. Pugliese	0.80	FS
Jan-05-21	discuss revisions with J. Henechowicz and plan to call broker: discussion with A. Pugliese regarding comments to draft	0.70	FS
Jan-08-21	conducting and reviewing abutting land search; correspondence with A.Pugliese; exchange with J. Henechowicz regarding terms of offer; correspondence to counsel to the purchaser S. Alexander	0.50	FS
Jan-10-21	correspondence from S. Alexander regarding terms of offer	0.40	FS
Jan-11-21	revise offer and correspondence to J. Henechowicz	0.70	FS
Jan-12-21	exchange of correspondence with S. Alexander regarding revised APA	0.60	FS
Jan-13-21	revise and finalize APA and circulate to receiver and purchaser's counsel for final comments	1.30	FS
Jan-15-21	final comments from J. Henechowicz to APA; final comments from A. Pugliese to APA; co-ordinate exchange of signatures and payment of deposit	1.60	FS
	revising clause in Draft Asset Purchase Agreement	0.20	MP

Jan-19-21 call with J. Henechowicz regarding next steps and seeking court approval; review correspondence regarding deposit 0.40 FS

Jan-28-21 Professional Courtesy Discount of \$1,474.50. FS

**Total Hours** 19.14

**Total Fees** \$8,800.00

**HST on Fees** \$1,144.00

**DISBURSEMENTS**

	<b><u>Disbursements</u></b>	<b><u>Receipts</u></b>
Nov-18-20 Title Searches	91.40	
Title Searches - Gov. Fee*	39.20	
PPSA Search	28.64	
Corporate Profile Report	14.49	
Corporate Profile Report - Gov. Fee*	8.00	
<b>Total Disbursements</b>	<b>\$181.73</b>	<b>\$0.00</b>
<b>HST on Disbursements</b>	<b>\$17.49</b>	

**Total Fees, Disbursements & HST**

**\$10,143.22**

**Balance Due Now**

**\$10,143.22**

Total HST: \$1,161.49

HST #: 87666 6710 RT0001

\* tax-exempt

E. & O.E.  
**AUDAX law**

Per:



**Arturo R. Pugliese**

Accounts due when rendered. Interest will be charged at the rate of 2.50% per annum (or as otherwise permitted by the Courts of Justice Act, or at law) on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

**NAUSS PLUMBING AND HEATING INC.**

- and -

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**AFFIDAVIT OF ARTURO  
PUGLIESE  
(SWORN FEBRUARY 19, 2021)**

**AUDAXLAW PC**  
Barristers and Solicitors  
300 Bloor Street West  
Suite 670 West Tower  
Toronto, Ontario, M8X 2X2

**Frank Spizzirri, CS**  
**LSO No. 37327F**  
Tel: (416) 862-8329  
Fax: (416) 597-8330

**Lawyers for the Court-Appointed  
Receiver, MNP Ltd.**

## **APPENDIX L**

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 2/17/2021  
File Currency Date: 02/16/2021  
Family(ies): 5  
Page(s): 6

SEARCH : Business Debtor : NAUSS PLUMBING & HEATING INC.

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 2/17/2021  
File Currency Date: 02/16/2021  
Family(ies): 5  
Page(s): 6

SEARCH : Business Debtor : NAUSS PLUMBING & HEATING INC.

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 6  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

00 FILE NUMBER : 726591474 EXPIRY DATE : 13APR 2023 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20170413 1035 1529 5324 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: NAUSS PLUMBING & HEATING INC.

04 ADDRESS : 2590 LASALLE BLVD OCN :  
CITY : SUDBURY PROV: ON POSTAL CODE: P3A 4R7  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
FORD CREDIT CANADA COMPANY

09 ADDRESS : PO BOX 2400  
CITY : EDMONTON PROV: AB POSTAL CODE: T5J 5C7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.  
11 2017 FORD F150 1FTFW1EG1HFB58344  
12

GENERAL COLLATERAL DESCRIPTION

13  
14  
15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 2 OF 5  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

ENQUIRY PAGE : 2 OF 6

00 FILE NUMBER : 730719891 EXPIRY DATE : 09AUG 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20170809 1528 1219 1693 REG TYP: P PPSA REG PERIOD: 05  
02 IND DOB : IND NAME:  
03 BUS NAME: NAUSS PLUMBING & HEATING INC.

04 ADDRESS : 2590 LASALLE BLVD OCN :  
CITY : SUDBURY PROV: ON POSTAL CODE: P3A 4R7  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS : 305 MILNER 6TH FLOOR  
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

14

15

16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

FAMILY : 3 OF 5  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

ENQUIRY PAGE : 3 OF 6

00 FILE NUMBER : 734939532 EXPIRY DATE : 14DEC 2022 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20171214 1037 1529 6612 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: NAUSS PLUMBING & HEATING INC.

04 ADDRESS : 2590 LASALLE BLVD OCN :  
CITY : SUDBURY PROV: ON POSTAL CODE: P3A 4R7  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
FORD CREDIT CANADA COMPANY

09 ADDRESS : PO BOX 2400  
CITY : EDMONTON PROV: AB POSTAL CODE: T5J 5C7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.  
11 2017 FORD EDGE 2FMPK4K80HBC56857  
12

GENERAL COLLATERAL DESCRIPTION

13  
14  
15  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 4 OF 5  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

ENQUIRY PAGE : 4 OF 6

00 FILE NUMBER : 757386423 EXPIRY DATE : 07NOV 2024 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20191107 1146 1590 9757 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: NAUSS PLUMBING & HEATING INC.

04 ADDRESS : 2590 LASALLE BLVD OCN :  
CITY : SUDBURY PROV: ON POSTAL CODE: P3A 4R7  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
CANADIAN IMPERIAL BANK OF COMMERCE

09 ADDRESS : 305 MILNER 6TH FLOOR  
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15

16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON  
17 ADDRESS : ONE MAIN STREET WEST  
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4Z5

FAMILY : 5 OF 5  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

ENQUIRY PAGE : 5 OF 6

00 FILE NUMBER : 760706001 EXPIRY DATE : 06MAR 2021 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20200306 1502 1901 7018 REG TYP: R RSLA REG PERIOD: 01  
02 IND DOB : IND NAME:  
03 BUS NAME: NAUSS PLUMBING & HEATING INC

04 ADDRESS : 2590 LASALLE BLVD OCN :  
CITY : SUDBURY PROV: ON POSTAL CODE: P3A 4R7  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
KAL TIRE A CORPORATE PARTNERSHIP

09 ADDRESS : 1142 WEBBWOOD DRIVE  
CITY : SUDBURY PROV: ON POSTAL CODE: P3C 3B7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 1569  
YEAR MAKE MODEL V.I.N.  
11 2012 FORD E450SUPER 1FDXE4FL0CDA91112  
12

GENERAL COLLATERAL DESCRIPTION

13  
14  
15  
16 AGENT: ESC CORPORATE SERVICES LTD.  
17 ADDRESS : 201-1325 POLSON DRIVE  
CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

FAMILY : 5 OF 5  
SEARCH : BD : NAUSS PLUMBING & HEATING INC.

ENQUIRY PAGE : 6 OF 6

00 FILE NUMBER : 760706001 EXPIRY DATE : 06MAR 2021 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20200306 1502 1901 7018 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

04 ADDRESS : OCN :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
KAL TIRE A CORPORATE PARTNERSHIP  
09 ADDRESS : 1540 KALAMALKA LAKE ROAD  
CITY : VERNON PROV: BC POSTAL CODE: V1T 6V2  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13  
14  
15

16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

## **APPENDIX M**



ServiceOntario

LAND  
REGISTRY  
OFFICE #53

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR M1J0001  
ON 2021/02/17 AT 14:57:07

73564-0117 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROSS GRANT \*

PROPERTY DESCRIPTION: PCL 18965 SEC 5E3; PT LT 9 COH 6 NEELON AS IN LT109921 EXCEPT LT 1 E. M861; S/T LT80621; GREATER SUBURBY

PROPERTY REMARKS:

ESTATE/QUALIFIER  
FEE SIMPLE  
ABSOLUTE

RECENTLY  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2003/10/27

OWNERS' NAMES  
NAUSS PLUMBING & HEATING INC.

CAPACITY SHARE  
ROWY

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/10/27 **</b>						
LT80621	1950/08/04	TRANSFER EASEMENT			THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO	C
LT386617	1975/10/16	NOTICE REMARKS: AIRPORT ZONING REGULATION				C
LT774901	1993/12/14	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
LT887167	1999/09/23	TRANSFER		*** COMPLETELY DELETED ***	NAUSS, EARL LESLIE NAUSS, VANNA ARIENE	
SD40601	2006/02/02	TRANSFER	\$75,000	NAUSS, EARL LESLIE NAUSS, VANNA ARIENE	NAUSS PLUMBING & HEATING INC.	C
SD40603	2006/02/02	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	NAUSS, EARL NAUSS, VANNA	
SD40724	2006/02/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: LT774901						
SD50841	2006/06/16	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NAUSS, EARL NAUSS, VANNA	NAUSS, EARL NAUSS, VANNA	
SD193338	2011/02/24	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	SCHAAR, RICHARD BLAIS, ROBERT LONGLAKE, DANIEL	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

73564-0117 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD212820	2011/11/03	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	CAISSE POPULAIRE D'ALBAN LIMITEE	
SD212922	2011/11/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** NAUSS, EARL NAUSS, VARRA		
REMARKS: SD40603.						
SD215810	2011/12/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCHNAK, RICHARD BLAIS, ROBERT LONGLADE, DANIEL		
REMARKS: SD193138.						
SD231146	2012/07/19	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
REMARKS: EMPLOYER HEALTH TAX ACT						
SD253813	2013/06/28	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
REMARKS: SD231146.						
SD290822	2015/03/19	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	LEMARKE HOLDINGS INC. 2441436 ONTARIO LTD.	
SD341554	2017/08/21	CHARGE	\$210,000	NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
SD341555	2017/08/21	NO ASSGN RENT GEN		NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
REMARKS: SD341554						
SD341775	2017/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** LEMARKE HOLDINGS INC. 2441436 ONTARIO LTD.		
REMARKS: SD290822.						
SD342507	2017/09/05	CHARGE	\$70,000	NAUSS PLUMBING & HEATING INC.	739572 ONTARIO LIMITED	C
SD342874	2017/09/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE D'ALBAN LIMITEE		
REMARKS: SD212820.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

## **APPENDIX N**



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAW  
REGISTRY  
OFFICE #53

73407-0024 (LT)

PAGE 1 OF 1  
PREPARED FOR MAIL #0001  
ON 2021/02/11 AT 13:48:57

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROSS GRANT \*

PROPERTY DESCRIPTION: FOL 10208 SEC SWS; PT LT 8 CON 5 NEPRITT AS IN LT64894 EXCEPT PT 1 53R13128 & PT 1 53R17437; S/T PT 2 & 3 53R13128 AS IN LT64626; ESPAROLA

PROPERTY REMARKS:  
ESTATE/QUALIFIER  
FEE SIMPLE  
ABSOLUTE

RECENTLY  
FIRST CONVERSION FROM BOOK

P.LN.CREATION DATE:  
2004/03/29

CAPACITY SHARE

OWNERS' NAMES  
NAUSS PLUMBING & HEATING INC.

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2004/03/26 **						
LT172839	1961/04/11	TRANSFER		*** COMPLETELY DELETED ***	TARICAMI FUELS LIMITED	
REMARKS: AMENDED UNDER I7437463						
53R13128	1990/12/20	PLAN REFERENCE	5275,000	TARICAMI LIMITED	NAUSS PLUMBING & HEATING INC.	C
SD341680	2017/08/22	TRANSFER		NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
REMARKS: PLUMBING ACT STATEMENTS.						
SD341681	2017/08/22	CHARGE	5206,000	NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
SD341684	2017/08/22	NO ASSEN RENT GEN		NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
REMARKS: SD341681.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

## **APPENDIX O**



LAND  
REGISTRY  
OFFICE #93

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3

PREPARED FOR M1J10001  
ON 2021/02/17 AT 13:49:49

73484-0035 (IT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN FORM GRANT \*

PROPERTY DESCRIPTION: FOL 53626 SEC 6S; FIRSTLY: LT 22 EL M1034 HAGAR; SECONDLY: PT LT 12 CON 3 HAGAR PT 1, 53R16102; MARKSTAY-WARREN

PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2003/11/24

OWNERS' NAMES  
NAUSS PLUMBING & HEATING INC.  
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/11/21 **</b>						
53R16102	1997/10/21	PLAN REFERENCE				
LT913574	2001/06/22	TRANSFER			1468605 ONTARIO LIMITED	
REMARKS: PLANNING ACT STATEMENTS						
LT913575	2001/06/22	CHARGE		*** COMPLETELY DELETED ***		
LT913576	2001/06/22	CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE DE VERNER LIMITED	
LT913577	2001/06/22	NOTICE OF LEASE		*** COMPLETELY DELETED ***	ECONOMIC PARTNERS-SUDBURY EAST/WEST NIPISSING INC.	
LT924300	2002/01/16	NOTICE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY WARREN	
REMARKS: LT913575, LT913577						
LT924301	2002/01/16	NOTICE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY WARREN	
REMARKS: LT913576, LT913577						
SD18696	2005/05/19	CHARGE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY WARREN	
SD20233	2005/06/08	DISCH OF CHARGE		1468605 ONTARIO LIMITED		
REMARKS: RE: LT913575						
SD36134	2005/12/02	DISCH OF CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE DE VERNER LIMITEE	
ECONOMIC PARTNERS-SUDBURY EAST/WEST NIPISSING INC.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND  
REGISTRY  
OFFICE #53

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3  
PREPARED FOR M1J40001  
ON 2021/02/17 AT 13:09:49

73484-0035 (IT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD170125	2010/04/19	APL (GENERAL) REMARKS: RE: LT913576		*** COMPLETELY DELETED *** 1468605 ONTARIO LIMITED		
SD170244	2010/04/20	TRANSFER REMARKS: DELETE LT913577, LT924300 & LT924301	\$285,000	1468605 ONTARIO LIMITED	NAUSS PLUMBING & HEATING INC.	C
SD170245	2010/04/20	CHARGE REMARKS: PLANNING ACT STATEMENTS		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	CAISSE POPULAIRE D'ALBAN LIMITEE	
SD170246	2010/04/20	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	1468605 ONTARIO LIMITED	
SD170377	2010/04/22	DISCH OF CHARGE REMARKS: SD18636.		*** COMPLETELY DELETED *** CAISSE POPULAIRE DE VERNER LIMITEE		
SD186293	2010/11/04	TRANSFER OF CHARGE REMARKS: SD170246.		*** COMPLETELY DELETED *** 1468605 ONTARIO LIMITED	METZGER, DORIS	
SD224135	2012/04/26	LIEN REMARKS: INCOME TAX ACT		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUEHER MAJESTY THE QUEEN IN RIGHT OF CANADA A		
SD224136	2012/04/26	LIEN REMARKS: EXCISE TAX ACT		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SD231146	2012/07/19	LIEN REMARKS: EMPLOYER HEALTH TAX ACT		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
SD253813	2013/06/28	DISCHARGE INTEREST REMARKS: SEC31146.		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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73484-0035 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD286948	2014/12/22 REMARKS: SD224135.	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SD286949	2014/12/22 REMARKS: SD224136.	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SD290822	2015/03/19 REMARKS: SD170245.	CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	LEMARKE HOLDINGS INC. 2441436 ONTARIO LTD.	
SD290866	2015/03/19 REMARKS: SD170245.	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE D'ALEXAN LIMITEE		
SD290869	2015/03/19 REMARKS: SD170246.	DISCH OF CHARGE		*** COMPLETELY DELETED *** METZGER, IORIS		
SD341549	2017/08/21 REMARKS: SD341549	CHARGE	\$583,000	NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
SD341553	2017/08/21 REMARKS: SD341549	NO ASSGN RENT GEN		NAUSS PLUMBING & HEATING INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
SD341775	2017/08/24 REMARKS: SD290822.	DISCH OF CHARGE		*** COMPLETELY DELETED *** LEMARKE HOLDINGS INC. 2441436 ONTARIO LTD.		
SD342507	2017/09/05	CHARGE	\$70,000	NAUSS PLUMBING & HEATING INC.	739572 ONTARIO LIMITED	C

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## **APPENDIX P**



Ontario ServiceOntario

LAND  
REGISTRY  
OFFICE #53

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2  
PREPARED FOR M3J30001  
ON 2021/02/17 AT 14:55:31

73488-0010 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TILES ACT \* SUBJECT TO RESERVATIONS IN GROWN GRANT \*

PROPERTY DESCRIPTION: PCL 51424 SEC SES; PT LT 12 CON 1 LOGGHRIP PT 1 & 2 53R15954; MARKSTAY-WARREN

PROPERTY REMARKS: CONSENT IN LT845284 AND LT845285. CORRECTION: DOCUMENT LT905251 ADDED TO 73488-0010 ON 2013/09/19 AT 14:10 BY PREVOST, COLETTE.

ESTATE/QUANTIFIER: FEE SIMPLE ABSOLUTE  
RECENTLY FIRST CONVERSION FROM BOOK  
PIN CREATION DATE: 2003/11/24

OWNERS' NAMES: NAUSS PLUMBING & HEATING INC.  
CAPACITY SHARE FORM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/11/21 **				
LT812363	1995/09/22	NOTE AGMT AN CH	*** COMPLETELY DELETED ***		JENNICA SPRINGS LTD.	C
		REMARKS: LT701397				
53R15954	1997/04/08	PLAN REFERENCE	*** COMPLETELY DELETED ***		JENNICA SPRINGS LTD.	
LT845284	1997/05/08	TRANSFER	*** COMPLETELY DELETED ***		CAISSE POPULAIRE STE. ANNE DE SUDBURY LIMITEE	
		REMARKS: PLANNING ACT CONSENT			ECONOMIC PARTNERS-SUEBURY EAST/WEST NIPISSING INC.	
LT845285	1997/05/08	TRANSFER	*** COMPLETELY DELETED ***		LAND REGISTRAR	
		REMARKS: PLANNING ACT CONSENT				
LT845286	1997/05/08	CHARGE	*** COMPLETELY DELETED ***			
LT905251	2000/11/23	CHARGE	*** COMPLETELY DELETED ***			
JD103624	2008/01/21	LR'S ORDER	*** COMPLETELY DELETED ***			
		REMARKS: DELETING NOTICE LT812363 SINCE THE CHARGE THAT IT RELATES TO HAS BEEN DISCHARGED FROM THE PIN.				
SD172494	2010/05/19	DISCH OF CHARGE	*** COMPLETELY DELETED ***			
		REMARKS: LT845286.				
SD172497	2010/05/19	TRANSFER	\$115,338	CAISSE POPULAIRE STE. ANNE DE SUDBURY LIMITEE	NAUSS PLUMBING & HEATING INC.	C
		REMARKS: PLANNING ACT STATEMENTS				
SD172500	2010/05/19	CHARGE	*** COMPLETELY DELETED ***			

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73488-0010 (LIT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CORP. GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SD231146	2012/07/19	LIER		NAUSS PLUMBING & HEATING INC.	JENNICA SPRINGS LTD.	
		REMARKS: EMPLOYER HEALTH TAX ACT		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
SD253913	2013/06/28	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
		REMARKS: SD231146.		*** COMPLETELY DELETED *** ECONOMIC PARTNERS-SUTBURY EAST/WEST MISSISSAUGA INC.		
SD259304	2013/09/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** NAUSS PLUMBING & HEATING INC.	739572 ONTARIO LIMITED	
		REMARKS: LT905251.		*** COMPLETELY DELETED *** JENNICA SPRINGS LTD.		
SD294630	2015/05/29	CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
SD294752	2015/05/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
		REMARKS: SD172500.		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
SD341777	2017/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
		REMARKS: SD294630.		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
SD342507	2017/09/05	CHARGE	\$70,000	NAUSS PLUMBING & HEATING INC.	739572 ONTARIO LIMITED	C
SD342517	2017/09/05	CHARGE	\$24,000	NAUSS PLUMBING & HEATING INC.	FORA MANAGEMENT LTD.	C

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**CANADIAN IMPERIAL BANK OF  
COMMERCE**

- and -

**NAUSS PLUMBING AND HEATING INC.**

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**FIRST REPORT OF THE  
RECEIVER DATED  
FEBRUARY 19, 2021**

**AUDAXLAW PC**  
Barristers and Solicitors  
300 Bloor Street West  
Suite 670 West Tower  
Toronto, Ontario, M8X 2X2

**Frank Spizzirri, CS**  
**LSO No. 37327F**  
Tel: (416) 862-8329  
Fax: (416) 597-8330

**Lawyers for the Court-Appointed  
Receiver, MNP Ltd.**

**TAB 3**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE JUSTICE            )            DAY, THE 26TH DAY OF  
  )            FEBRUARY, 2021  
  )

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by MNP Ltd., in its capacity as court appointed receiver and manager (the “**Receiver**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. dated January 15, 2021, and an order vesting in Barker Bros Realty Incorporated, the nominee of Barker Bros Inc. (the “**Purchaser**”), all of Nauss Plumbing & Heating Inc.’s (“**Nauss**”) right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the “**Purchased Assets**”) and other relief, was heard this day, via videoconference, due to the COVID-19 pandemic.

**ON READING** the First Report of the Receiver dated February \_\_\_, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on

the service list, although properly served as appears from the affidavit of \_\_\_\_\_ sworn February \_\_\_, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and of the Motion Record herein, be and is hereby validated and abridged so that this Motion is properly returnable today and hereby dispenses with any further service hereof.
2. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase 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.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of Nauss's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement, and more particularly set out in **Schedule D**, 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 Receivership Order dated November 13, 2020; (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 B** 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 C**) 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.

5. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of a transfer/deed of land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject 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 B** hereto.
6. **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.
7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Nauss's records pertaining to Nauss's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Nauss.
8. **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 Nauss and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of Nauss;

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 Nauss and shall not be void or voidable by creditors of Nauss, 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.

9. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of section 6(3) of the *Retail Sales Act* (Ontario).
  10. **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.
-

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-19-00008866-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Hennessey of the Ontario Superior Court of Justice (the “**Court**”) dated November 13, 2020, MNP Ltd. was appointed as receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Nauss Plumbing & Heating Inc. (“**Nauss**”).

B. Pursuant to an Order of the Court dated February 26, 2021, the Court approved the agreement of purchase and sale made as of January 15, 2021 (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. and provided for the vesting in, Barker Bros Realty Incorporated, the nominee of Barker Bros. Inc. (the “**Purchaser**”), pursuant to an Assignment and Assumption Agreement dated February \_\_\_, 2021, of all of Nauss’s 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 Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; 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].

**MNP LTD. solely in its capacity as receiver and manager of NAUSS HEATING & PLUMBING INC., and not in any other capacity**

Per:

\_\_\_\_\_

Name:

Title:

**Schedule B – Claims to be deleted and expunged from title to Real Property**

SD341554 – Charge – From NAUSS PLUMBING & HEATING INC. to CANADIAN IMPERIAL BANK OF COMMERCE

SD341555 – Notice of Assignment of Rents – General – from NAUSS PLUMBING & HEATING INC. to CANADIAN IMPERIAL BANK OF COMMERCE

SD342507 – Charge – From NAUSS PLUMBING & HEATING INC. to 739572 ONTARIO LIMITED

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

LT80621 – Transfer Easement – The Hydro-Electric Power Commission of Ontario

LT386617 – Notice – Airport Zoning Regulation

**Schedule D – Description of Lands**

**PIN 73564-0117 (LT):** PCL 18965 SEC SES; PT LT 9 CON 6 NEELON AS IN LT 109921  
EXCEPT LT 1 PL M861; S/T LT80621; GREATER SUDBURY

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

- and -

**NAUSS PLUMBING AND HEATING INC.**

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**SALE APPROVAL AND  
VESTING ORDER  
(FEBRUARY 26, 2021)**

**AUDAXLAW PC**  
Barristers and Solicitors  
300 Bloor Street West  
Suite 670 West Tower  
Toronto, Ontario, M8X 2X2

**Frank Spizzirri, CS**  
**LSO No. 37327F**  
Tel: (416) 862-8329  
Fax: (416) 597-8330

**Lawyers for the Court-Appointed  
Receiver, MNP Ltd.**

**TAB 4**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE JUSTICE            )            DAY, THE 26TH DAY OF  
  )            FEBRUARY, 2021  
  )

BETWEEN:

**CANADIAN IMPERIAL BANK OF COMMERCE**

Applicant

and

**NAUSS PLUMBING & HEATING INC.**

Respondent

**ADMINISTRATIVE ORDER**

**(February 26, 2021)**

**THIS MOTION**, made by MNP Ltd., in its capacity as court appointed receiver and manager (the “**Receiver**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and Barker Bros Inc. dated January 15, 2021, and an order vesting in Barker Bros Realty Incorporated, the nominee of Barker Bros Inc. (the “**Purchaser**”), all of Nauss Plumbing & Heating Inc.’s (“**Nauss**”) right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the “**Purchased Assets**”) and other relief, was heard this day, via videoconference, due to the COVID-19 pandemic.

**ON READING** the First Report of the Receiver dated February 19, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on

the service list, although properly served as appears from the affidavit of \_\_\_\_\_ sworn February \_\_\_, 2021 filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and of the Motion Record herein, be and is hereby validated and abridged so that this Motion is properly returnable today and hereby dispenses with any further service hereof.
  2. **THIS COURT ORDERS AND DECLARES** that the First Report and the decisions, conduct, and activities set out therein be and are hereby approved.
  3. **THIS COURT ORDERS** that Confidential Appendices #2 and #3 to the First Report be and are hereby sealed until the earlier of 60 days from the date of this order or further order of the Court.
  4. **THIS COURT ORDERS** that Confidential Appendices #1 and #4 to the First Report be and are hereby sealed until further order of the Court.
  5. **THIS COURTS ORDERS AND DIRECTS** that the Receiver repay the \$82,000 deposit paid by 11993330 Canada Inc. to Nauss in connection with proposed, but not completed, sale transactions that had been entered into between 11993330 Canada Inc. and Nauss prior to the receivership.
  6. **THIS COURT ORDERS AND DECLARES** that the fees and disbursements of the Receiver and its counsel Audaxlaw PC as set out in the First Report be and are hereby approved.
  7. **THIS COURT ORDERS AND DECLARES** that the Receiver's Interim Statement of Receipts and Disbursements as set out in the First Report be and are hereby approved.
-

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

- and -

**NAUSS PLUMBING AND HEATING INC.**

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**ADMINISTRATIVE ORDER  
(FEBRUARY 26, 2021)**

**AUDAXLAW PC**  
Barristers and Solicitors  
300 Bloor Street West  
Suite 670 West Tower  
Toronto, Ontario, M8X 2X2

**Frank Spizzirri, CS**  
**LSO No. 37327F**  
Tel: (416) 862-8329  
Fax: (416) 597-8330

**Lawyers for the Court-Appointed  
Receiver, MNP Ltd.**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

- and -

**NAUSS PLUMBING AND HEATING INC.**

**Court File No: CV-19-8866-0000**

**Applicant**

**Respondent**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at:  
**SUDBURY**

**MOTION RECORD  
(FEBRUARY 26, 2021)**

**AUDAXLAW PC**  
Barristers and Solicitors  
300 Bloor Street West  
Suite 670 West Tower  
Toronto, Ontario, M8X 2X2

**Frank Spizzirri, CS**  
**LSO No. 37327F**  
Tel: (416) 862-8329  
Fax: (416) 597-8330

**Lawyers for the Court-Appointed  
Receiver, MNP Ltd.**