

File No. CI19-01-24891

THE QUEEN'S BENCH

Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 55 OF THE COURT OF QUEEN'S BENCH
ACT C.C.S.M. c. C280

BETWEEN:

FORTUNELLA SEVILLA

Applicant,

- and -

**7483547 MANITOBA LTD. carrying on
business under the firm name and style
of FINE HAUS BUILDING CO. and the
said FINE HAUS BUILDING CO., and
JASON L.F. CIANFLONE**

Respondents.

INTERIM ORDER

PULLAN KAMMERLOCH FROHLINGER

Lawyers

9th Floor - 444 St Mary Avenue
Winnipeg, MB R3C 3T1

**THOMAS G. FROHLINGER /
RENATO Y. MAMUCUD**

Telephone No. (204) 956-0490
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(File No. 14217-009)

and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, and on hearing the Consent of Lazer Grant Inc. to act as Interim Receiver and Manager, and on reading the Consent of 7483547 MANITOBA LTD., and on viva voce submission by Mr. Jim Hiebert, a self represented creditor herein;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application, the Affidavit of Fortunella Sevilla, affirmed November 29, 2019, the Affidavit of Candace Joy Graham, affirmed December 9, 2019, the Affidavit of Candace Joy Graham, affirmed December 11, 2019, the affidavit of service of Darryl Strain, affirmed December 11, 2019, the affidavit of Candace Joy Graham, affirmed December 13, 2019, and the Consent of 7483547 MANITOBA LTD. is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS Lazer Grant Inc. is hereby appointed Interim Receiver, without security, of all of the assets, records, undertakings and properties of the Respondents acquired for, or used in relation to the business carried on by the Respondents under the name and style of Fine Haus Building Co. and My Manitoba Family Homes, including all proceeds thereof (collectively, the "**Property**"), with authority to receive, preserve, protect and realize upon the Property, and if it sees fit, to manage and operate the business and undertaking of the Respondents and to act at once until further Order of this Court.

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim 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, home builders, contractors, and suppliers, the installation of utility services and engagement of utility providers, the taking of physical inventories and the placement of insurance coverage as available and may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, home builders, contractors and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including preserving and protecting the Property, assessing the condition, state of construction, the cost to complete, and progress of the Property;
- (d) to take any steps as the Interim Receiver deems necessary or desirable to maintain, protect, preserve or secure the Property;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to maintain or enforce any security held by the Respondents;
- (f) to undertake environmental or workers' health and safety assessments of the Property and the operations of the Respondents as in the discretion of the Interim Receiver may be desirable to maintain and protect the Property;

- (g) to market, including advertising and soliciting offers in respect of the completed dwelling located at 217 Sauveur Place Lorette, Manitoba R5K 0R5 under Title No. 2989104/1 and legally described as:

LOT 41 PLAN 55648 WLTO EXC OUT OF THAT PORTION OF SAID LOT CONTAINED WITHIN THE LIMITS OF PLACE SAUVEUR PLAN 13523 WLTO: ALL MINES, MINERALS AND OTHER MATTERS AS SET FORTH IN THE CROWN LANDS ACT IN RL 55 AND 56 PARISH OF LORETTE

which said dwelling is subject to a Mortgage (“SCU Mortgage”) in favour of Steinbach Credit Union registered as Mortgage No. 5031888/1 in WLTO (“**217 Sauveur**”).

and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

- (h) to convey, transfer, or assign 217 Sauveur or any part or parts thereof in the ordinary course of business, without the approval of this Court and without notice under subsections 59(10) and (17) of *The Personal Property Security Act*, C.C.S.M. c. P35 or subsection 134(1) of *The Real Property Act*, C.C.S.M. c. R30;
- (i) to apply for any vesting order or other orders (if necessary) to convey 217 Sauveur or any part or parts thereof to a purchaser or purchasers thereof, after the discharge of the SCU Mortgage free and clear of any liens or encumbrances affecting such property;
- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the Interim Receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

- (k) To institute, prosecute, and settle all actions, application or proceedings as may in its judgment be necessary for the Interim Receiver to properly receive, protect, preserve and realize upon the assets and Property, and likewise to defend or settle all actions, applications or proceedings instituted against the Respondents and or the Interim Receiver and appear in and conduct the prosecution or defence of any such actions, applications or proceedings now pending in any court, tribunal, commission, arbitration or other authority by or against the Respondents, the prosecution or defence of which will, in the judgment of the Interim Receiver, be necessary for the Interim Receiver to properly receive, protect, preserve and realize upon the Property and the authority hereby conferred shall extend to such appeals as the Interim Receiver shall deem proper and advisable in respect of any Order or Judgment pronounced in any such actions, applications or proceedings.
- (l) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Respondents, for the purpose of carrying out the terms of this Order;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the 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 to be reasonably incidental to the execution of the aforesaid powers;
- (o) 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 Interim 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 Respondents, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Respondents, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, including, without limitation, Jason L.F. Cianflone and Fortunella Sevilla, 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 Interim 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 Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim 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 Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 Interim 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim 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 Internet service providers or persons, corporations, or individuals who provide email, World Wide Web E-Mail, back up information systems or other Internet connection services to the Respondents to access the Internet or World Wide Web E-Mail or other similar services, deliver to the Interim Receiver, documents, server files, archive files or any other information in any form in any way recording messages, E-mails or other information sent or access by the Respondents.

NO PROCEEDINGS AGAINST THE INTERIM 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 Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

9. THIS COURT ORDERS that subject to sections 224 and 227 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supplement) (the "**ITA**"), section 23 of the *Canada Pension Plan*, R.S.C. 1985, c. C-8 (the "**CPP**"), sections 86 and 99 of the *Employment Insurance Act*,

R.S.C. 1985, c. E-5.6 (the “**EIA**”), section 46 of *The Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) and section 317 of the *Excise Tax Act*, R.S.C. 1985, c. E-15 (collectively, the “**Federal Statutory Priorities**”), no Proceeding against or in respect of the Respondents or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court. For greater certainty, the reference to the Federal Statutory Priorities in this provision and throughout this Order is meant to expressly recognize and acknowledge the existing rights of the Federal Crown, and not to expand or modify those rights. Further, it is agreed that following the pronouncement of this Order, the Federal Crown will refrain from issuing any new garnishments in an attempt to collect amounts owing by the Respondents or any one of them except with the written Consent of the Interim Receiver, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that subject to the Federal Statutory Priorities all rights and remedies against the Respondents, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Respondents 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, (iv) prevent the registration of a claim for lien, or prevent the continuing existence of a lien in accordance with and subject to the provisions of *The Builders’ Liens Act* C.C.S.M. c. B91

NO INTERFERENCE WITH THE INTERIM 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, lease or permit in favour of or held by the Respondents, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SUPPLY

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of land as previously contracted, goods and/or services, including without limitation, all computer software, communication, cellular and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services (collectively "**Supply**") to the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the Supply as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Respondents' 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 Interim Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim 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 Interim Receiver (the "**Post Interim Receivership Accounts**") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees employed as at the date of this Order of the Respondents shall remain the employees of the Respondents until such time as the Interim Receiver, on the Respondents' behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 153 and 227 of the ITA, sections 21 and 23 of the CPP, sections 82 and 86 of the EIA, sections 81.4(5) 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*, S.C. 2000, c. 5 the Interim 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 Interim 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 Respondents, and shall return all other personal information to the Interim 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 Interim 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* S.C. 1999, c. 33, *The Environment Act* (Manitoba) C.C.S.M. c. E125, *The Water Resources Conservation Act* (Manitoba) C.C.S.M. c. W72, *The Contaminated Site Remediation Act* (Manitoba) C.C.S.M. c. C205, *The Dangerous Goods Handling and Transportation Act* (Manitoba) C.C.S.M. c. D12, *The Public Health Act* (Manitoba) C.C.S.M. c. P210 or *The Work place Safety and Health Act* (Manitoba) C.C.S.M. c. W210 and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim 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 INTERIM RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Interim 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.

INTERIM RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS, subject to paragraph 25 below, that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim 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.

19. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a Justice of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Interim 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 Interim 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 INTERIM RECEIVERSHIP

21. THIS COURT ORDERS that, subject to paragraph 25 below, the Interim 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, 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 Interim 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 "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all, and only in priority to the unsecured creditors but in any event it shall be subordinate in priority to: (i) the Federal Statutory Priorities; and (ii) perfected purchase money security interests with priority over the security interests of the applicants.

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

23. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Interim 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 Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim 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 Interim Receiver's Certificates.

25. THIS COURT ORDERS that the filing, registration, recording or perfection of or in respect of the Interim Receiver's Charge, the Interim Receiver's Borrowings Charge and any Interim Receiver's Borrowing Certificates issued in respect of borrowings, shall not be required in any office or registry, and that the said charges shall be valid and enforceable for all purposes, including without limitation, as against any right, title or interest filed, registered, recorded or perfected subsequent to the said charges coming into existence, notwithstanding the failure to file, register, record or perfect.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the Applicant and the Interim Receiver be at liberty to serve this Order, any other materials and orders in this proceeding, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Respondents, the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or notice by courier, personal delivery or electronic 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. Interested persons who do not send a request, in writing, to counsel for the applicants to be added to the Service List (as hereinafter defined) shall not be required to be served further in these proceedings.

27. THIS COURT ORDERS that counsel for the Applicants shall prepare and provide the Interim Receiver a service list (the “**Service List**”) to be kept current by the Interim Receiver containing the name and contact information (which may include the address, telephone number and facsimile number or e-mail address) for service to: the Applicants, the Respondents, the Interim Receiver and each creditor or interested party who has sent a request, in writing, to the Interim Receiver or to counsel for the Applicants to be added to the Service List. The Service List shall indicate whether each person on the Service List has elected to be served by e-mail or facsimile and failing such election the Service List shall indicate service by e-mail. The Service List shall be posted on the website of the Interim Receiver at the address to be established for that purpose and communicated to the Respondents’ creditors and other interested parties as aforesaid. **For greater certainty, creditors and other interested persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Interim Receiver to be added to the Service List shall not be required to be further served in this proceeding.** Service shall be deemed valid and sufficient if completed in the manner elected.

28. THIS COURT ORDERS that the applicants, the Interim Receiver, and all parties on the Service List may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels’ email addresses as recorded on the Service List from time to time, which service shall be deemed valid and sufficient, and the Interim Receiver shall post of copy of any or all such materials on its website to be established for this purpose.

GENERAL

29. THIS COURT ORDERS that the reference of the within Application is to be deleted and in its stead be revised to reference as follows:

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
 PURSUANT TO SECTION 55 OF THE COURT
 OF QUEEN’S BENCH ACT C.C.S.M. c. C280

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of one or more of the Respondents.

32. 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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

33. THIS COURT ORDERS that the Interim 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 Interim 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.

34. THIS COURT ORDERS that the Applicants shall have their reasonable costs of this application, up to and including entry and service of this Order on a solicitor and own client basis to be paid by the Interim Receiver from the Respondents' estates with such priority and at such time as this Court may determine.

35. That with respect to the Interim Receiver's Charge and the Interim Receiver's Borrowings Charge, they shall in the aggregate be limited to an overall amount of \$100,000.00 in respect of any and all of the activity of the Interim Receiver in connection with this matter until the Comeback Date. However, the Interim Receiver shall be at liberty to request that the amount of the Interim Receiver's Charge and the Interim Receiver's Borrowings Charge be increased in respect of further work and activities of the Interim Receiver to be completed following the Comeback Date.

36. 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 Interim 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.

COMEBACK DATE

37. THIS COURT ORDERS that this application shall be returned to this Court on February 10, 2020 (the "**Comeback Date**").

38. THIS COURT ORDERS that this application shall be returnable on the Comeback Date. At or prior to that point, the Interim Receiver shall provide to the Court a report outlining the financial status of the Respondents, the Interim Receiver's activities since its appointment, and the Interim Receiver's material findings and recommendations, and if appropriate, as to a process for the sale of the Property.

39. THIS COURT ORDERS that this Order shall be effective as of 12:01 p.m. on December 16, 2019.

December 16, 2019

D.J. Kroft, J.

Digitally signed by D.J.
Kroft, J.

Date: 2019.12.17
10:06:11 -06'00'

JUSTICE

SCHEDULE "A"**INTERIM RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Lazer Grant Inc., the Interim Receiver and manager (the "**Interim Receiver**") of the assets, undertakings and properties of 7483547 MANITOBA LTD. carrying on business under the firm name and style of FINE HAUS BUILDING CO. and the said FINE HAUS BUILDING CO., and under the firm name and style of MY MANITOBA FAMILY HOMES and the said MY MANITOBA FAMILY HOMES, and JASON L.F. CIANFLONE (the "**Respondents**") acquired for, or used in relation to a business carried on by the Respondents, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Manitoba Court of Queen's Bench (the "**Court**") dated the ____ day of December, 2019 (the "**Order**") made in an action having Court File No. **CI19-01-24891** has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Interim 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 The Toronto-Dominion Bank 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 Interim 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 interests of any unsecured creditors but subject to the right of the Interim 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 Winnipeg, Manitoba.
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 Interim 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 Interim 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 Interim 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__.

Lazer Grant Inc., solely in its capacity as
Interim Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title: