

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ICICI BANK CANADA

Applicant

-and-

2058756 ONTARIO LIMITED

Respondent

SUPPLEMENTARY REPORT TO THE
SECOND REPORT OF
A. JOHN PAGE & ASSOCIATES INC.
AS THE COURT APPOINTED RECEIVER
OF CERTAIN ASSETS OF 2058756 ONTARIO LIMITED

Dated April 24, 2013

Purpose of this Supplementary Report

The Receiver's Second Report in this matter was filed in connection with a motion to this Court for an Approval and Vesting Order to sell certain assets of 2058756 Ontario Limited, namely the land and buildings comprising a 513,500 square foot industrial building located at 100 Central Avenue West, Brockville, Ontario ("the **Brockville Property**" or "the **Property**").

This Supplementary Report is filed to advise the court of the assignment of the original agreement of purchase and sale from the original purchaser entity, Stonewater Properties Inc., ("the **Stonewater APS**") to a party related to the original purchaser, Stonewater Properties Brockville Inc., and to advise of certain changes to the scope of the purchased assets.

Page 2
Second Report to the Court
April 24, 2013

The defined terms herein have the same meaning as contained in the Receiver's
Second Report.

Discussion

The Stonewater APS has been assigned by the original purchaser entity to Stonewater Properties Brockville Inc. by amendment dated April 24, 2013. The Receiver has no objection to this assignment.

The Stonewater APS has also been slightly amended for the following reasons.

The Brockville Property contains within it, considerable racking and shelving. This racking was always intended to be sold with the land and buildings. It is large, heavy and not easily removed. The Brockville Property is of course an industrial warehouse and the racking is attractive to a purchaser for the same use. The racking was always contemplated to be part of the original transaction.

However, the definition in the original agreement of purchase and sale was arguably not clear enough to include this racking and accordingly the parties propose to amend the agreement of purchase and sale to re-define the term in the Stonewater APS, "Building". This in turn makes it clear that the Purchased Assets include this racking and shelving.

Attached hereto as Exhibit A to this Supplementary Report is the Assignment and Amending Agreement as executed by the parties.

Under the Personal Property Security Act, other than registrations in favour of the Applicant ICICI Bank Canada, there is only one other personal property registration. This is in favour of J.D.L Finance Limited ("JDL") by way of General Security Agreement and an Assignment of Rents. JDL has not been in contact with the

Receiver at any time during this receivership.

The original motion was structured as a motion in connection with the real property but not specifically the personal property. Given that the racking and shelving may be considered personal property, the original motion record was delivered to JDL on Friday, April 19th, 2013 by courier and receipt acknowledged. No further communications have been received from JDL.

As noted, ICICI Bank Canada has a registration under the PPSA against all of the assets of the Debtor. As at the time of the appointment of the Receiver, the ICICI security ranked ahead in priority to that of JDL and continues to enjoy that priority.

The purpose of this Report is simply to:

- Advise the court of the modifications to the agreement of purchase and sale originally with Stonewater Properties Inc. and in particular the assignment and the modification to the scope of the "Purchased Assets" to include racking and shelving.

All of which is respectfully submitted this 24th day of April, 2013

A. JOHN PAGE & ASSOCIATES INC.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF 2058756 ONTARIO LIMITED
per:


A. John Page FCPA, FCA, CIRP
President

Exhibits to the Supplementary Report to the Second Report of
A. John Page & Associates Inc.
as Court Appointed Receiver of Certain Assets of 2058756 Ontario Limited
dated April 24th, 2013

Assignment and Amendment Agreement	A
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