Court File No. CV-12-9740-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

ICICI BANK CANADA

Applicant

-and-

2058756 ONTARIO LIMITED

Respondent

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

Dated March 23, 2015

Introduction

Pursuant to a motion heard on June 21, 2012, the Honourable Mr. Justice Brown appointed A. John Page & Associates Inc. as receiver and manager (**"the Receiver" or "First Receiver"**) without security of certain of the assets, undertakings and properties of 2058756 Ontario Limited (**"205"**) 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. 43, as amended. A copy of the order of the Honourable Mr. Justice Brown dated June 21, 2012 is attached as ***Exhibit "A"*** **("the Initial Order")**.

The mandate covers all the assets of 205 except for the real estate located at 700 Gardiners Road, Kingston, Ontario (**"the Kingston Property"**). The principal asset of 205 apart from the Kingston Property was real property comprising a 513,500 square foot industrial building located at 100 Central Avenue West, Brockville, Ontario

("**the Brockville Property**" or "**the Property**").

On August 29, 2012 the Receiver made its First Report to the Court ("**the First Report**").

By order of the Honourable Mr. Justice Campbell dated September 11, 2012 ("**the September 11, 2012 Order**") the activities of the Receiver set down in the First Report were approved. The fees and expenses of the Receiver and its counsel to July 31, 2012 were also approved as was the Statement of Receipts and Disbursements included in the First Report.

The September 11, 2012 Order also authorized the Receiver to market the Brockville Property and approved the selection of CBRE Limited ("**CBRE**") as listing broker for the sale of the Brockville Property. The September 11, 2012 also authorized the Receiver to enter into an agreement for the leasing of the Brockville Property with CBRE.By order of the Honourable Mr. Justice Campbell dated October 10, 2012 ("**the October 10, 2012 Order**") Schwartz Levitsky Feldman Inc. ("**the Second Receiver**") was appointed Receiver of the Kingston Property upon the application of BPHL Holdings Inc., a creditor with security over the Kingston Property ("**the Second Receivership**").

On February 13, 2013 this Receiver made its Supplement to the First Report ("**the Supplement to the First Report**").

On April 11, 2013 the Receiver made its Second Report to the Court ("**the Second Report**").

On April 24, 2013 the Receiver made its Supplement to the Second Report ("**the**

Supplement to the Second Report").

By Order of the Honourable Mr. Justice Wilton-Siegel dated April 25, 2013 (**"the April 25, 2013 Order"**) the activities of the Receiver set down in the Second Report and the Supplement to the Second Report were approved. The fees and expenses of the Receiver and its counsel to March 31, 2013 were also approved as was the Statement of Receipts and Disbursements included in the Second Report.

The April 25, 2013 Order also approved the sale of the Brockville Property to Stonewater Properties Inc. (**"the Purchaser"**) and vested in the Purchaser, on successful closing, all of 205's right title and interest in the Brockville Property.

On August 8, 2013 the Receiver made its Third Report to the Court (**"the Third Report"**).

By Order of the Honourable Mr. Justice Pattillo dated August 26, 2013 (**"the August 26, 2013 Order"**) the activities of the Receiver set down in the Third Report were approved. The fees and expenses of the Receiver and its counsel to July 31, 2013 were also approved as was the Statement of Receipts and Disbursements included in the Third Report.

The August 26, 2013 Order also authorized an interim distribution to ICICI Bank Canada (**"the Bank"**) and established a claims bar date with respect to a potential claim related to an overdrawn bank account with Habib Canadian Bank .

On August 6, 2014 the Receiver made its Fourth Report to the Court (**"the Fourth Report"**).

By Order of the Honourable Mr. Justice Hainey dated August 20, 2014 (**"the August 26, 2014 Order"**) the activities of the Receiver set down in the Fourth Report were approved. The fees and expenses of the Receiver and its counsel to July 31, 2014 were also approved as was the Statement of Receipts and Disbursements included in the Fourth Report. The Receiver was authorized to pay to the Applicant a further $500,000 from the funds held by the Receiver.

On November 19, 2014 the Receiver made its Fifth Report to the Court (**"the Fifth Report"**).

Nortel Claim

By endorsement of the Honourable Mr. Justice McEwan dated January 6, 2015 (**"the January 6, 2015 Endorsement"**) a potential claim against Nortel Networks Limited (**"Nortel"**) relating to an indemnity given pertaining to environmental contamination at the Kingston Property was found to be an asset covered by our appointment as Receiver and not an asset of the Second Receivership. A copy of the January 6, 2015 Endorsement is attached as ***Exhibit "B"***.

Notice to Reader

In preparing this Report and making some of the comments contained in the Report, the Receiver has been provided with unaudited financial and other information from a variety of sources. While the Receiver has no reason to believe that such information not materially correct, readers should note that the Receiver has not formally audited or reviewed such information. In this Report nothing of a material nature is believed to turn on the information not otherwise audited or reviewed for

accuracy.

Purpose of this Report

The purpose of this Report is to:

- Provide the Court with information on the activities of the Receiver since our Fourth Report and Fifth Report
- Seek approval of the activities of the Receiver and its Statement of Receipts and Disbursements as described in this Report and the activities of the Receiver as described in the Fifth Report
- Seek authorization to withdraw or abandon the Future Cost Claim against Nortel in the CCAA Proceedings (each term as defined later)
- To negotiate and implement without further Court approval a resolution of the liquidated portion of the Nortel Indemnity Claim
- Seek approval for the fees and disbursements of the Receiver and its legal counsel to February 28, 2015 as set down in fee affidavits

Malik Khalid and the Khalid Entities

The principal of 205 is/was Mr. Malik Khalid. As well as his interest in 205 Mr. Khalid appears to have (or have had) an interest in and/or be the controlling mind over a number of other real estate and other ventures in Ontario, including Bayside Mall Limited (**"Bayside"**), together with a property management company, Samak Management & Construction Inc. (**"SAMAK"**), and The M.S. Khalid Family Trust.

Collectively we will describe these various interests as "**the Khalid Entities**".

A number of key creditors of 205 have guarantees from some of the Khalid Entities and, because of the way in which the Khalid Entities were structured, some suppliers to the Brockville Property and the Kingston Property appear to be creditors of SAMAK and not of 205.

Because of this intertwined relationship and its impact on the stakeholders with an interest in the assets covered by the receivership ("**the Stakeholders**") we have been monitoring generally developments in the other Khalid Entities with a view to ensuring that our actions as receiver do not unnecessarily have a negative impact on the Stakeholders' interests in the Khalid Entities.

By order of the Honourable Mr. Justice Wilton-Siegel dated December 5, 2012, A. John Page & Associates Inc. was appointed as Receiver of Bayside upon the application of the Bank. The Bank holds security over both the assets of Bayside and the assets covered by this receivership for the same underlying series of loans. The major asset of Bayside is the mall located at 150 Christina St. N, Sarnia, Ontario ("**the Bayside Mall**"). SAMAK had been the property manager at the Bayside Mall. However, as Receiver of Bayside we did not retain them but, instead engaged Larlyn Property Management Ltd. ("**Larlyn**"). At the same time we terminated SAMAK as property manager of the Brockville Property and engaged Larlyn to replace them.

On March 5, 2013 SAMAK filed an assignment in bankruptcy and Kunjar Sharma & Associates Inc. was named as Trustee of the Estate of SAMAK.

It is our understanding that the two major income earning assets in the Khalid

Entities were the Brockville Property and the Bayside Mall. As noted above, control of both of these assets and their income streams was taken from the Khalid Entities.

The Sale of the Brockville Property

As detailed in the Third Report the Property was sold to the Purchaser and the transaction closed on April 30, 2013.

Harmonized Sales Taxes ("HST")

As noted in the Third Report and the Fourth Report, the status of 205's HST filings was complicated. On June 23, 2014 we received a letter from CRA claiming the amount of $74,639.61 as a deemed trust priority payment together with unpaid penalties and interest totalling $10,784.41.

We performed a cursory review of this claim. Given the complexities of the 205 HST accounting we determined we would need further information from CRA in order to be certain that this claim was correct and represented the total amount of unpaid HST forming a deemed trust priority claim. It seemed however to be of the right order of magnitude.

We have not made any further enquiries to CRA and we have not investigated the claim further. This is in part because of the amounts at stake and in part because we have been informed that the Bank is considering taking steps to bankrupt 205 which, we understand, would have the effect of removing the priority of any CRA HST deemed trust claim. Given the status of the secured claim of the Bank, the HST claim would therefore likely never be paid.

Property Tax Appeals and Rebate Applications

We had previously filed property tax assessment appeals and vacancy rebate claims and had recovered $535,311.82 on account of property taxes and interest previously paid.

The last of these claims was paid out in early July 2014. The payments came without backup documentation. Our initial and cursory review of the amounts paid suggested that a larger amount should have been paid to take into account the refund of interest previously paid on property taxes that have now been refunded. We contacted the City of Brockville to obtain more information and in October 2014 received a further $46,920.55 on account of the refund of interest previously paid. The payment again came without any backup documentation. We requested and reviewed that documentation and based on that documentation estimated that a further approximately $56,000 should have been paid. We have contacted the City of Brockville a number of times to have them review our calculations and, hopefully, refund the additional amount. The City has yet to respond to those requests.

Once we have an adequate understanding of the actual amounts of the various components of property tax refunds and are comfortable no significant additional amounts might be still payable, we will determine if any tenants have a claim to any portion of these refunds and, if so, whether any such claim has priority over the Bank's security.

The Kingston Property and The Second Receivership

The Second Receiver sold the Kingston Property to Taggart Investment Inc. (which

subsequently assigned its interest in the sale to Taggart (Gardiners) Corporation ("**Taggart**")) and that sale closed on July 22, 2013.

The Nortel Indemnity Claim

We understand that the Kingston Property used to be owned by Nortel and, as part of its sale in 1995, Nortel gave an indemnity pertaining to environmental contamination at the Kingston Property (**"the Nortel Indemnity"**). The Nortel Indemnity was assigned to 205 at the time it purchased the Kingston Property. As noted in earlier reports the Kingston Property is believed to be contaminated.

On January 14, 2009 Nortel and several affiliated companies were granted protection under the Companies Creditor's Arrangement Act (" **the CCAA Proceedings**") and Ernst & Young Inc. were appointed monitor in the CCAA Proceedings (**"the Monitor"**). Prior to our appointment, 205 submitted an amended claim for $14,012,049.62 in the CCAA Proceedings (**"the Nortel Indemnity Claim"**).

In 2014 Taggart brought a motion for an Order declaring that the Nortel Indemnity and Nortel Indemnity Claim vested in Taggart (**"the Taggart Motion"**).

Mr. A. Apps, legal counsel to some of the Khalid Entities, opposed the Taggart Motion claiming that the Nortel Indemnity and related Nortel Indemnity Claim were a valuable asset of 205.

The Fifth Report was prepared by the Receiver to assist the Court in hearing the Taggart Motion. A copy of the Fifth Report (without exhibits) is attached as ***Exhibit "C"***.

The motion was heard before the Honourable Mr. Justice McEwan and by the January 6, 2015 Endorsement ***(Exhibit "B")*** he found that the Nortel Indemnity and related Nortel Indemnity Claim did not vest in Taggart but remained an asset covered by our receivership.

The Nortel Indemnity Claim is comprised of two components, the first, the liquidated portion (**"the 205 Incurred Cost Claim"**), represents costs already incurred in respect of environmental issues at the Kingston Property covered by the Nortel Indemnity. The second, the unliquidated portion (**"the Future Cost Claim"**), represents the costs to be incurred.

We attach as ***Exhibit "D"*** a memorandum detailing our assessment of the Nortel Indemnity and our attempts to obtain value from the Nortel Indemnity as it relates to the Future Cost Claim. It is our view that the Nortel Indemnity as it relates to the Future Cost Claim is unsaleable, has no value, that we should cease any attempts to preserve it and that we should, with the authorization of the Court, formally abandon or withdraw it.

The 205 Incurred Cost Claim of approximately $200,000 is comprised of expenditures incurred by 205 identified by us as potentially relating to environmental matters at the Kingston Property that seem eligible for reimbursement by Nortel by virtue of the Nortel Indemnity. As noted later, we propose continuing to pursue this claim against Nortel.

The Nortel Indemnity Claim and the Monitor's Disallowance Notice

We have held a number of discussions with the Monitor and its counsel about both

the Future Cost Claim and the 205 Incurred Cost Claim. The 205 Incurred Cost Claim comprised a list of invoices from Miller Thomson, JMX Environmental Inc. **("JMX")** and others totalling almost $200,000. The Monitor asked us to provide it with copies of invoices supporting about 95% of the 205 Incurred Cost Claim. We informed the Monitor that we did not have these documents in our possession but would attempt to locate them. We subsequently obtained from JMX and provided to the Monitor their invoice for $69,495 relating to the removal of asbestos at the Kingston Property. Approximately $120,000 of the costs comprising the 205 Incurred Cost Claim related to legal services rendered by Miller Thomson on account of environmental issues. We asked Miller Thomson for copies of their invoices but they refused, citing legal privilege. They did however provide us with a general overview of the work they had been performing. We provided the Monitor with this overview. As is noted later, the Monitor found this general overview inadequate. We have very recently obtained a waiver of privilege from the shareholder of 205 and have submitted that to Miller Thomson. We hope to receive copies of their invoices shortly and will then submit them to the Monitor.

Despite being aware of the difficulties we were encountering of getting copies of key documents, on March 5, 2015 the Monitor's legal counsel sent us a "Notice of Disallowance" which purported to admit only $15,000 of the Nortel Indemnity Claim and disallow the balance. We attach a copy of the Notice of Disallowance as ***Exhibit "E"***.

We did not find the Notice of Disallowance and the timing of its issuance to be fair and reasonable. We also noted that it seemed to be contrary to the legal stay in the Initial Order. On March 16, 2015 we sent a Dispute Notice to the Monitor. We

attach a copy of the Dispute Notice as ***Exhibit "F"***.

The Monitor wishes, in the context of the CCAA Proceedings, to bring closure to the Nortel Indemnity Claim, particularly the Future Cost Claim, given its potential size. We certainly want to assist. However, in light of the position taken by Mr. Apps that the Nortel Indemnity Claim represented a major asset of 205 we believe it prudent to ask this Court to formally authorize us to withdraw the Future Cost Claim. This is the prime reason why we are bringing a motion before the Court at this time.

We propose continuing to pursue the 205 Incurred Cost Claim against Nortel. At the present time we think that the 205 Incurred Cost Claim should be admitted for just under $200,000. If the Monitor does not admit the 205 Incurred Cost Claim once the Miller Thomson invoices and related information has been provided or if no settlement can be reached with the Monitor, we propose to either negotiate a resolution acceptable to this Receiver having regard for the circumstances including the costs of fighting a notice of disallowance or having the 205 Incurred Cost Claim dealt with in accordance with Sections 19-22 of the Claims Resolution Order in the CCAA Proceedings, namely the Order of the Honourable Mr. Justice Morawetz dated September 16, 2010. A copy of these sections is attached as ***Exhibit "G"***. If a resolution of the 205 Incurred Cost Claim can be reached with the Monitor we propose to conclude that without further attendance before this Court.

Creditors and the BIA

In accordance with the requirements of the BIA we have been issuing periodic Interim Reports of Receiver to the Superintendent of Bankruptcy, 205 and any interested creditor.

Fees and Expenses of the Receiver and its Legal Counsel

The fees of the Receiver relating to its activities from August 1, 2014 to February 28, 2015 were as follows:

A. John Page & Associates Inc.

Month	Hours	Fees	HST	Total
August 2014	14.67	$4,179.49	$543.33	$4,722.82
September and October 2014	12.32	4,526.62	588,46	5,115.08
November 2014	32.91	12,313.35	1,600.74	13,914.09
December 2014	8.67	2,880.99	374.53	3,255.52
January 2015	11.02	4,023.74	523.09	4,546.83
February 2015	10.08	3,640.42	473.25	4,113.67
Total	**89.67**	**$31,564.61**	**$4,103.40**	**$35,668.01**

The fees and expenses of the Receiver's legal counsel relating to its activities from August 1, 2014 to February 28, 2015 were as follows:

Gardiner Roberts LLP

Period Covered	Fees	Disbursements	HST	Total
August 2014	$2,482.50	$278.75	$358.96	$3,120.21
September 2014	785.00	60.00	109.85	954.85
November 2014	10,330.00	662.25	1,428.99	12,421.24

December 2014	2,085.00	-37.00	282.75	2,330.75
January 2015	1,710.00	2.50	222.63	1,935.13
February 2015	2,340.00	0.00	304.20	2,644.30
Total	**$19,732.50**	**$966.50**	**$2,707.38**	**$23,406.38**

Legal Counsel

We continue to use the services of Gardiner Roberts (Jonathan Wigley and Jeff Rosekat) as our independent counsel. Given the dominant position of the Bank, in certain circumstances, for reasons of economy we have had the Bank's counsel, Heath Whiteley, assist us.

Interim Distribution

As authorized by the August 26, 2014 Order we made an interim distribution of $500,000 to the Bank on August 20, 2014 bringing the total amount distributed to $1,270,000. We are holding back the balance of the funds in our possession pending resolution of the outstanding matters detailed in this report.

Banking and the Receiver's Statement of Receipts and Disbursements

At the commencement of this assignment, we opened up receivership bank accounts at Royal Bank of Canada and at ICICI Bank Canada. Shortly after their appointment as property manager Larlyn opened up a separate account at Royal Bank of Canada (**"the Larlyn Royal Account"**) for use in the management of the Property. The Larlyn Royal Account has now been closed. Attached as ***Exhibit "H"*** is a copy of the Receiver's Interim Statement of Receipts and Disbursements from June 21, 2012 to

March 19, 2015 combining the three accounts (**"the R&D"**). We are asking the Court to approve the R&D.

The fees of the Receiver from August 1, 2014 to February 28, 2015 are included with the Receiver's other disbursements in the R&D and are more fully set out in the invoices attached to the Affidavit of A. John Page that is being filed separately with the Court in support of the application seeking their approval.

The fees and expenses of Gardiner Roberts from August 1, 2014 to February 28, 2015 are also included as a disbursement in the R&D. They are more fully set out in the Affidavit that is also being filed with the Court in support of the application seeking their approval.

All of which is respectfully submitted this 23rd day of March, 2015

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 Sixth Report of

A. John Page & Associates Inc.

as Court Appointed Receiver of Certain Assets of 2058756 Ontario Limited

dated March 23, 2015

Initial Order	A
January 6, 2015 Endorsement	B
The Fifth Report (without exhibits)	C
Memorandum re Attempts to Sell the Nortel Indemnity and Related Claim	D
Notice of Disallowance	E
Dispute Notice	F
Extract from Nortel CCAA Proceedings Claims Resolution Order	G
Statement of Receipts and Disbursements	H

Exhibit "A"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

Initial Order

Court File No. CV-12-9740-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 21st DAY
	)	
JUSTICE BROWN	)	OF JUNE, 2012

ICICI BANK CANADA

Applicant

- and -

2058756 ONTARIO LIMITED

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 A. John Page & Associates Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of certain of the assets, undertakings and properties of 2058756 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Lionel Meunier sworn May 31, 2012 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Respondent and BPHL Holdings Limited ("**BPHL**"), and on reading the consent of A. John Page & Associates Inc. to act as the Receiver and the consent of the Debtor and BPHL to this Order,

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 motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, A. John Page & Associates Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, save and except for the real property known municipally as 700 Gardiners Road, Kingston, Ontario, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"). For greater certainty, such proceeds of the Property, shall include all amounts paid and/or payable on or after May 31, 2012 by: (i) Black & Decker Canada Inc.; and/or (ii) Camalor Manufacturing Inc.; to either the Applicant, the Respondent and/or BPHL, or their respective agents, including, without limitation, the following:

(a) a payment made by Black & Decker Canada Inc. ("**B&D**") by cheque dated June 7, 2012 in the amount of $263,064.00 and made payable to Samak Management & Construction Inc. ("**Samak**"), for the benefit of the Respondent and on account of the rent for June, 2012 (the "**June B&D Rent**"); and

(b) a payment made by B&D by cheque for approximately the same amount as in (a) above and made payable to Samak, for the benefit of the Respondent and on account of the rent for July, 2012.

PAYMENT OF CERTAIN PRE-APPOINTMENT PROFESSIONAL FEES

3. THIS COURT AUTHORIZES AND DIRECTS the Receiver to pay out of the June B&D Rent payment, the fees and expenses of: (i) Heath Whiteley as counsel to the Applicant; and (ii) A. John Page & Associates Inc. as reviewer/monitor (in accordance

with its agreements with the Applicant and the Respondent dated September 13, 2011 and May 15, 2012, respectively); up to the date of this Order, as approved by the Applicant and provided for by the terms of the Applicant's security, subject to the right of BHL to challenge the amount paid in any subsequent assessment of the accounts of this receivership.

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor, and nothing herein shall preclude the Receiver from appointing the Debtor as its agent for such purposes;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) with the further approval of the Court, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the

aggregate consideration for all such transactions does not exceed $250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) 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;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) 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

5. 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. All Persons shall inform the Receiver if any of the Records might contain information of third parties that were and remain subject to confidentiality obligations and shall provide the Receiver with details of any such confidentiality obligations. The Receiver shall then keep any such information confidential.

6. 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.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO INTERFERENCE WITH THE RECEIVER

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

EMPLOYEES

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 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.

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 Commercial List 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 $250,000 (or such greater amount as this Court may

by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 Receiver be at liberty to serve 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 electronic 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 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.

26. THIS COURT ORDERS that the Plaintiff, the Receiver, and any party who has filed a Notice of Appearance 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, and the Receiver may post a copy of any or all such materials on its website at www.ajohnpage.com.

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 nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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.

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

JUN 2 1 2012

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that A. John Page & Associates Inc., the receiver (the "**Receiver**") of certain of the assets, undertakings and properties of 2058756 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

A. John Page & Associates Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Court File No. CV-12-9740-00CL

B E T W E E N:

ICICI BANK CANADA
Applicant

- AND-

2058756 ONTARIO LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

(PROCEEDING COMMENCED AT TORONTO)

O R D E R
(June 21, 2012)

Heath P.L. Whiteley
(L.S.U.C. No. 38528P)

Tel: (905) 773-7700
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310 Stouffville Road
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L4E 3P4

Lawyer for the Applicant

Exhibit "B"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

January 6, 2015 Endorsement

BPHL HOLDINGS INC. Applicant	-and-	**2058756 ONTARIO LIMITED and MALIK SAJJAD KHALID, as Trustee of THE M.S. KHALID FAMILY TRUST** Respondents

Court File No. CV12-9818-00CL

6 Jan 15

Reasons released today as per attached handwritten endorsement. order to go as per more reasons.

MCE

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

MOTION RECORD

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Lawyers for Taggart (Gardiners) Corporation

6 Jan 15

M. Reich - BPHL
R. English - Taggart
A. Apps - Khalid
M. Faieta - Quen
J. Wigle - First Receiver
C.B Mora - Second Receiver

BPHL Holdings Inc v. Khalid
CV-12-9818-OOCL

Taggart brings this motion seeking a declaration that the Nortel Indemnities, as described in the motion materials, vested in Taggart pursuant to orders made in this proceeding including the Approval and Vesting Order - as well as the 2013 transaction Taggart entered into with the Second Receiver.

Since there is urgency surrounding this dispute I am providing my reasons by way of a handwritten endorsement.

Currently, Taggart has entered into an agreement with Nortel and its court-appointed Monitor, subject to Court approval, in full and final settlement of any claim that Taggart may have in relation to environmental indemnifications provided in the past by Nortel - the aforementioned Nortel Indemnities.

Over time the Nortel Indemnities, and the property to which they are attached ("the Kingston property"), became owned by 2058756 Ontario Limited ("205"), in 2005.

In 2011, the MOE issued a remediation order - subsequent to this 205 began to experience financial difficulties and two Receivers were appointed.

The First Receiver, A. John Page + Associates, was appointed by order of D. Brown J. dated June 21/12 The First Receiver was appted. receiver of all assets, undertakings and properties of 205 save and except for the Kingston property, including all proceeds therefrom (amongst other orders).

Campbell J, on Oct 10/12, appointed the Second Receiver Schwartz, Levitsky Feldman Inc as receiver of the Kingston property including all assets, undertakings businesses, leases and receivables and choses in action specifically relating thereto, (amongst other orders)

D. Brown J, on July 18/13, approved the 2013 Agreement of Purchase and Sale between the Second Receiver and Taggart delivering 205's right, title and interest in the Kingston property as defined in the APS.

A dispute has arisen between Taggart and the Kalalid Respondents ('Khalid') as to who owns the Nortel Indemnities and whether they were subsumed in the Order of Brown J appointing the First Receiver or whether they were subsumed in the second order of Campbell J. appointing the Second Receiver.

At the hearing of the motion the MOE (Qwen), Nortel and the Monitor supported Taggarts' position. BPHL supported Khalids' position.

(3)

The Receivers took no position although the First Receiver submitted that it understood that the Nortel Indemnities were part and parcel of its mandate.

The Second Receiver did not provide its position at the motion. Since I thought it important to obtain its view I ordered it to provide same, which it did by way of a Fourth Report. I then allowed interested parties to provide further submissions in writing, which they have done.

I have reviewed all of the original and supplementary submissions.

For the reasons below I dismiss the motion.

Both parties - Taggart and Khalid - agree that the Nortel Indemnities are an asset. Taggart also concedes that they do not automatically run with the land and that the terms of both the D. Brown J and Campbell J orders would include the Nortel Indemnities.

Taggart essentially submits, however, that while the D. Brown J. order would have "covered" the Nortel Indemnities it did not impede the ability of the Courts to grant the relief in the Campbell J. order and the ensuing vesting order which Taggart submits includes the Nortel Indemnities. Taggart's primary reasoning is that when one looks at the business efficacy of what

was being attempted in the Orders it would make no sense for Taggart to obtain an environmentally-challenged property without the rights associated with it.

Taggart further submits that 205, being in receivership, cannot trigger the indemnity; that the First Receiver would only be holding the Nortel Indemnities to sell them to someone who would do the actual cleanup; and, therefore if 205 retained the indemnities it would not necessarily result in the remediation of the Kingston property but rather an opportunity for 205 to "shake down" Taggart.

Khalid essentially takes the position that Taggart cannot sell what it never had and the First Receiver is the receiver of the Nortel Indemnities. It also submits that the first order was made on notice to all parties and there was no opposition. It further submits that the Nortel Indemnities are a valuable asset and thus of import to 205.

As noted, the First Receiver was of the view that it was to deal with the Nortel Indemnities. Significantly, in my view, the Second Receiver in its Fourth Report is of the same view. The Second Receiver, in the Report, also sets out the context in which the APS with Taggart was negotiated.

The Second Receiver is of the opinion that it did not acquire the Nortel Indemnities. It is of the view that they were within the jurisdiction of the First Receiver; that they were not sold to Taggart; and that they were not discussed prior to the issuance of the Vesting Order. The Second Receiver further advises that the Nortel Indemnities were not marketed by it, nor were any proceeds allocated to the Nortel Indemnities.

In all of the above circumstances I do not find that there was any uncertainty between the Receivers as to the ownership of the Nortel Indemnities as alleged by Taggart.

I am also of the view that there is no conflict between the orders of D. Brown J and Campbell J. In light of their wording they can live together harmoniously with the Nortel Indemnities remaining with the First Receiver.

I do not deny that, overall, it would be practical to have the Nortel Indemnities subsumed in Campbell J's order as it would aid in remediation. The terms of the initial Order of D. Brown J, however, capture the Nortel Indemnities and they are not later released in the subsequent Orders. This is in keeping with the belief of both Receivers, and ∴ there is no ambiguity as submitted by Taggart.

(6)

Further, although perhaps somewhat cumbersome to deal with, the Nortel Indentures are an asset of some value, perhaps significantly so, to 205.

For all these reasons the motion is dismissed. Given the novel issue involved there shall be no order as to costs.

McEwen J.

Exhibit "C"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

The Fifth Report (without exhibits)

Court File No. CV12-9818-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN

BPHL HOLDINGS INC.

Applicant

- and -

2058756 ONTARIO LIMITED and MALIK SAJJAD KHALID, as Trustee of THE M.S. KHALID FAMILY TRUST

Respondents

FIFTH REPORT OF THE COURT APPOINTED RECEIVER [Court File CV-12-9740-00CL] OF CERTAIN OF THE ASSETS OF 2058756 ONTARIO LIMITED

Dated November 19, 2014

Introduction

Pursuant to a motion heard on June 21, 2012, the Honourable Mr. Justice Brown appointed A. John Page & Associates Inc. as receiver and manager (**"the Receiver"**) of certain of the assets, undertakings and properties of 2058756 Ontario Limited (**"205"**) pursuant to 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. 43, as amended. A copy of the Initial Order is attached as *Exhibit "A"*.

The mandate covered all the assets of 205 acquired for or used in relation to a business ***except*** for the real estate located at 700 Gardiners Road, Kingston, Ontario (**"the Kingston Property"**). The principal asset of 205 apart from the Kingston Property was real property comprising land and a 513,500 square foot industrial building located at 100 Central Avenue Road, Brockville, Ontario that has now been sold. We will call this mandate "**the Brockville Receivership**".

Purpose of this Report

- To report to this Court in connection with the motion by Taggart/TGC concerning an indemnity given by Nortel and the position of the Khalid Family Trust that this constitutes a significant asset of 205.

Background

We have attached copies of our four earlier reports, without exhibits, to provide background on our activities and findings as Receiver in the Brockville Receivership as follows:

The First Report of the Receiver dated August 29, 2012 (**"the First Report"**) *(Exhibit "B")*
The Second Report of the Receiver dated April 11, 2013(**"the Second Report** *(Exhibit "C")*
The Third Report of the Receiver dated August 8, 2013 (**"the Third Report"**) *(Exhibit "D")*
and

The Fourth Report of the Receiver dated August 6, 2014 (**"the Fourth Report"**) *(Exhibit "E").*

We have also attached as *Exhibit "F"* a copy of the opinion letter of Gardiner Roberts on the security opinion rendered by Gardiner Roberts that formed Exhibit "F" to the Second Report.

Malik Khalid and the Khalid Entities

The principal of 205 is Mr. Malik Khalid. As well as his interest in 205 Mr. Khalid appears to have an interest in and/or be the controlling mind over a number of other real estate and other ventures in Ontario and The M.S. Khalid Family Trust (**"The Khalid Family Trust"**). Collectively we will describe these various interests as "**the Khalid Entities**".

The Kingston Property

Our appointment did *not* include the Kingston Property. The Kingston Property comprises 102 acres of land on which was located a 515,000 square foot industrial building in Kingston, Ontario that had formerly been used by Nortel Networks Limited, Nortel Networks Corporation or a related party (**"Nortel"**). The Kingston Property is believed to have environmental contamination apparently related to Nortel's time in possession.

By order of the Court dated October 10, 2012, the Honourable Mr. Justice Campbell appointed Schwartz Levitsky Feldman Inc. (**"SLF"**) (Mr. Alan Page) as Receiver of the Kingston Property upon the application of BPHL Holdings Inc, a secured creditor over the

Kingston Property.

ICICI Bank Canada ("**the Bank**"), the prime secured creditor over the other assets of 205, had no mortgage security interest over the Kingston Property, but, as detailed in *Exhibit "F"* has first ranking security over the personal property of 205.

On or about April 9, 2013 SLF signed an agreement to sell the Kingston Property to Taggart Investment Inc. ("**Taggart**"). Taggart assigned its interest in this agreement to Taggart (Gardiners) Corporation ("**TGC**"). We understand this agreement subsequently closed, with court approval.

The "Nortel Indemnity"

In the Fourth Report we reported as follows:

> ***"Nortel Networks Corporation et al. ("Nortel") Claim***
>
> *We understand that the Kingston Property used to be owned by Nortel and as part of its sale in 1995 Nortel gave an indemnity relating to any violation of environmental law by Nortel prior to the sale. As noted in earlier reports the Kingston Property is believed to be contaminated. Nortel is being wound up pursuant to the Companies Creditors Arrangement Act ("**CCAA**") and we understand that 205 submitted a large claim in the CCAA proceedings. The issue of whether such a claim is a claim in the CCAA proceedings has been affirmed in a recent high profile court determination. The likely payout under any such claim is currently the subject of another high profile court determination. Some of this claim would presumably flow with the still contaminated land. However some of the claim should pertain to costs already expended by 205 which we have estimated to be of the order of $200,000. We have been contacted by counsel for the purchaser of the Kingston Property and are discussing the matter with them with a view to seeing if they might be interested in acquiring any claim 205 might have in this regard, given how long a final determination of all the issues in the Nortel CCAA proceedings might take. In general we are monitoring developments in this area to see if further action on our part is warranted to pursue a claim on behalf of 205. "*

The Fourth Report was served on Mr. Apps on behalf of the Khalid Family Trust and 205 The Court approved the activities of the Receiver set down in the Fourth Report.

The Taggart Motion and the Apps Responding Motion Record

On or about September 17, 2014 we received a copy of the motion record of TGC returnable October 3, 2014 (**"the TGC Motion"**). The TGC Motion asked the court for an order declaring that TGC was the owner of the full benefit of the Nortel Indemnity. It was our

assessment at that time that it was not at all clear, on a cost benefit basis, that we should incur any further cost attempting to pursue a recovery on account of the Nortel Indemnity. We discussed this matter with the Bank and they indicated that that they did not support us incurring costs in that regard. We therefore took no action with respect to the TGC Motion and instructed counsel that they should not attend in court.

Mr. Apps, representing some of the Khalid Entities, appeared in court and opposed the TGC Motion.

On or about October 28, 2014 TGC's counsel sent us their Supplementary Motion Record (returnable November 20, 2014) **("the TGC Supplementary Motion Record")** including an affidavit of P. Thomas Taggart dated October 22, 2014.

On or about November 14, 2014 Mr. Apps sent us his **"Responding Party's Motion Record"** and indicated he would bring a motion requesting permission to allow his client to pursue the Nortel Indemnity on behalf of 205.

The TGC Supplementary Motion Record contained information new to us and is in some senses misleading. Firstly, it detailed for the first time an agreement between Nortel and TGC dated as of September 11, 2014. Secondly it again made no mention of the attempts made on our behalf to sell to TGC our interest in the Nortel Indemnity. In particular it stated that no written response had been received from our counsel, without noting the details of the verbal response. Thirdly, no mention was made of the claim of 205 for already incurred costs that had already been communicated to counsel for TGC and further, the wording of clause 10 of Mr. Taggart's affidavit where he swears:

> *"I have seen no evidence that 205 has ever incurred actual expenditures for items which would be covered by the Nortel indemnity, or to confirm the amount of any alleged actual expenditures, and without proof of actual expenditures it would not have a claim under the Nortel indemnity."*

is disingenuous, given his counsel's knowledge of 205's claim for costs incurred.

The Position of the Receiver

It was our original assessment, based on the information we had at the time, that it was not cost effective to pursue a claim with respect to the Nortel Indemnity in the Nortel CCAA restructuring, whether this claim be for the $200,000 incurred by 205 **("the 205 Incurred Cost Claim")** or for a larger sum, including the contingency element of the Nortel Indemnity relating to costs to be incurred **("the Future Costs Claim")**.

We had determined that approximately $200,000 had been *incurred* by 205 and for which, at

least theoretically, Nortel, had it not been in CCAA proceedings, would be responsible to repay under its indemnity. No further amounts had been incurred by 205 and were not going to be expended, given its financial incapacity to do so. The Receiver was also aware that unsecured claims against Nortel were being purchased by others at an amount equal to roughly 30% of the face amount of the claim. This meant that a rough approximation of the value of the 205 Incurred Cost Claim in the Nortel CCAA proceeding, if sustained, would be of the order of $60,000. However, the 205 Incurred Cost Claim would have to be properly documented and the likely timing of any payout, unless sold to a third party, was uncertain.

It was not clear that the Future Costs Claim was still an asset of the 205 receivership as it was related to the Kingston Property which was not part of this Receiver's mandate. As an environmental indemnity designed to compensate for the clean up, it appeared to this Receiver that there was a good argument that upon purchase of the Kingston Property that the Future Costs Claim became the property of TGC. The cleanup estimates were in the millions of dollars and any attempt to assert ownership to the Future Costs Claim would be likely subject to legal challenge.

We consulted with the Bank, the first secured creditor and the only economic interest in the potential recovery under the Nortel Indemnity, given the Bank's huge shortfall in their first priority debt from the liquidation of all the other 205 assets. As previously noted, there was doubt as to whether the Future Cost Claim was still property in the 205 receivership. It was also noted that TGC were claiming to have purchased the full Nortel Indemnity, including the 205 Incurred Cost Claim by virtue of the agreement of purchase and sale with SLF and the vesting order granted by the Court in connection therewith. We indicated to the Bank we thought it likely to be uneconomic to pursue a recovery on account of the Nortel Indemnity. The Bank indicated that was also their view and, until the recent opposition of the Khalid Family Trust, this Receiver was prepared to take no position on the TGC Motion.

It is our view that the right to an indemnity for the 205 Incurred Cost Claim is arguably a right belonging to this Receiver. As noted earlier, we had originally concluded that it was not cost effective to pursue. There is however the threshold issue for the court; has the Nortel Indemnity passed to TGC or does it remain with 205?

It is unclear to us whether TGC purchased the Future Costs Claim or whether that right, since it is not explicitly referenced in the documentation relating to SLF's sale to TGC, remains with us as the overall Receiver of 205 even though 205 will never pay any money for the clean-up. Mr. Apps appears to be arguing that it does.

If it is found that the Future Cost Claim is property of 205 in the Brockville Receivership, then the value to the Brockville Receivership of that asset is hard to assess. 205 seems to have no direct claim against Nortel for costs it has not incurred and, given its financial

position and the fact that it no longer owns the Kingston Property, will never incur. However, the Future Cost Claim would seem to be of value in the hands of TGC or any other party that were to incur future clean up costs covered by the Nortel Indemnity since they could claim some contribution from Nortel for those costs. Similarly the Future Cost Claim would be of value to Nortel in so far as they would perhaps be able to extinguish a potentially large claim from TGC or others. Whether either TGC or Nortel would purchase the Future Cost Claim from this Receiver and, if so, for how much, is unclear but this would represent its value to the Brockville Receivership.

If the court determines that the right to claim under the Nortel Indemnity for costs both incurred and in the future continues to reside with this Receiver, then we will reassess how to deal with that "asset", whether by an assignment to TGC, by negotiating its release with Nortel, but at a price, or otherwise and then seeking this Court's approval as to how to deal with it.

All of which is respectfully submitted this 19th day of November 2014

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 Report of A. John Page & Associates Inc.
as Court Appointed Receiver of Certain Assets of 2058756 Ontario Limited
dated November 19, 2014

Initial Order	A
First Report of Receiver without Exhibits	B
Second Report of Receiver without Exhibits	C
Third Report of Receiver without Exhibits	D
Fourth Report of Receiver without Exhibits	E
Exhibit "F" to the Second Report of the Receiver	F

Exhibit "D"

Sixth Report of A. John Page & Associates Inc. Court Appointed Receiver of Certain Assets of 2058756 Ontario Limited Dated March 23, 2015

Memorandum re Attempts to Sell the Nortel Indemnity and Related Claim

Memorandum

To:	File
From:	A. John Page
Date:	March 23, 2015
Subject:	Attempts to obtain value from the Nortel Indemnity

Purpose of Memorandum

To document our assessment of the Nortel Indemnity and our attempts to obtain value from that potential asset for the benefit of the Receivership after the issuance of the January 5, 2015 Endorsement.

All capitalized terms used herein and not otherwise defined are as defined in the Sixth Report of A. John Page & Associates Inc. as Court Appointed Receiver of certain of the assets of 205 dated March 23, 2015 ("the Sixth Report") but not the real property in Kingston, Ontario. Schwartz Levitsky Feldman Inc. ("SLF") was appointed receiver over that property.

Introduction

We understand that the Kingston Property used to be owned by Nortel and, as part of its sale in 1995, Nortel gave an indemnity relating to any violation of environmental law by Nortel prior to the sale ("the Nortel Indemnity"). The Nortel Indemnity was assigned to 205 at the time it purchased the Kingston Property. As noted in earlier reports to the Court, the Kingston Property is believed to be contaminated.

On January 14, 2009 Nortel and several affiliated companies were granted protection under the Companies Creditors Arrangement Act and Ernst & Young Inc. were appointed Monitor in the CCAA Proceedings.

A claims process was established in the CCAA Proceedings and 205 filed an amended contingent claim for $14,012,049.62 dated November 11, 2010 ("the Nortel Indemnity Claim").

We understand that SLF sold the Kingston Property to Taggart Investment Inc. (which subsequently assigned its interest in the sale to Taggart (Gardiners) Corporation ("Taggart")) and that sale closed on July 22, 2013.

In 2014 Taggart brought a motion for an Order declaring that the Nortel Indemnity Claim vested in Taggart ("the Taggart Motion").

Mr. Apps, legal counsel to some of the Khalid Entities, opposed the Taggart Motion claiming that the Nortel Indemnity and related Nortel Indemnity Claim were a valuable asset of 205.

The motion was heard before the Honourable Mr. Justice McEwan in late 2014.

By the January 6, 2015 Endorsement, the Honourable Mr. Justice McEwan found that the Nortel Indemnity and related Nortel Indemnity Claim did not vest in Taggart but remained an asset covered by our receivership. A copy of the January 6, 2015 Endorsement is attached as Exhibit "B" to the Sixth Report.

The Nortel Indemnity Claim

The Nortel Indemnity Claim is comprised of two components, the first, the liquidated portion ("the 205 Incurred Cost Claim"), represents the costs already incurred in respect of environmental issues at the Kingston Property covered by the Nortel Indemnity. The second, the unliquidated portion ("the Future Cost Claim"), represents the costs to be incurred.

The 205 Incurred Cost Claim

Based on the information we currently have available we have estimated the 205 Incurred Cost Claim to be about $200,000. We are currently attempting to locate invoices and other documentation to support this claim.

We understand that accepted claims in the CCAA Proceedings have recently been purchased on the secondary market for approximately 30 cents on the dollar putting the value of this claim in the $60,000 range.

We plan to continue to directly pursue the 205 Incurred Cost Claim against Nortel in the CCAA Proceedings.

The Future Cost Claim

We note that no one "knows" what it will actually cost to remediate the Kingston Property so it is difficult to assess the potential amount of the Future Cost Claim. However, 205 no longer owns the Kingston Property and neither 205 nor its Receiver are going to incur any costs to remediate the Kingston Property. Therefore 205, through its Receiver, seems to have no basis for sustaining a direct claim against Nortel on account of the Future Cost Claim regardless of the ultimate cost of remediating the Kingston Property.

We identified two parties who might have an interest in acquiring the Nortel Indemnity as it relates to the Future Cost Claim. The first and most obvious was Taggart, the current owner of the Kingston Property. We therefore approached Taggart and were informed that they had no interest in making an offer to us for the Nortel Indemnity as it related to the Future Cost Claim.

The other was Nortel itself as they would be able to formally extinguish the Future Cost Claim. We therefore approached Nortel and its Monitor. They also indicated that they had no interest in making an offer to us for the Nortel Indemnity as it related to the Future Cost Claim.

In discussions with the Monitor and its counsel we ascertained that Taggart and Nortel had continued settlement discussions they had been having prior to the hearing of the Taggart Motion and had reached an agreement. That agreement ("the Amended Kingston Settlement") and a related agreement ("the MOE Agreement") with the Ministry of the Environment ("the MOE") were approved by Orders of the Honourable Mr. Justice Newbould dated March 11, 2015 ("the March 11, 2015 Kingston Settlement Order" and the "March 11, 2015 MOE Order"). We attach copies of the March 11, 2015 Kingston Settlement Order (including the Amended Kingston Settlement) and the March 11, 2015 MOE Order (including the MOE Agreement) as Exhibits "D-1" and "D-2".

The Amended Kingston Settlement provides, among other things, for the payment by Nortel of $300,000 to Taggart together with the agreement that Taggart shall have an unsecured claim in the CCAA Proceedings of $2.9 million.

The MOE Agreement provides, among other things, for certain releases and for the withdrawal of certain MOE Orders against a number of parties including Nortel, providing Taggart posts financial assurance with respect to the remediation of the Kingston Property in quantum and form agreed to between the MOE and Taggart and providing Taggart consents to the issuance of an MOE Director's Order requiring it to prepare and implement a plan for the Kingston Property.

This explains why neither Taggart nor Nortel were interested in offering to buy the Nortel Indemnity Claim as it relates to the Future Cost Claim, because through the Amended Kingston Settlement and the MOE Agreement it had effectively been neutralized.

The Amended Kingston Settlement is conditional upon, among other things, the Nortel Indemnity Claim being either disallowed or settled. but this condition can be waived by the Monitor.

We also considered whether any other party who might find themselves otherwise responsible for clean up of the Kingston Property might find the right to claim against Nortel of value.

Concerns in that regard however seem to have been addressed through the Amended Kingston Settlement and the MOE Agreement and we concluded that no such other party was likely to find the right to claim against Nortel of value.

Assessment

It is our assessment that the Nortel Indemnity as it relates to the Future Cost Claim is unsaleable, has no value, that we should cease incurring costs in an attempt to preserve it and that, with the authorization of the Court, we should formally abandon or withdraw it.

It is our further assessment that most if not all of the 205 Incurred Cost Claim should be directly pursued with Nortel with a view to having it admitted as a claim in the CCAA Proceedings and thereby enabling us to effect a recovery for the receivership.

Exhibits

March 11, 2015 Kingston Settlement Order	D-1
March 11, 2015 MOE Agreement Order	D-2

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Exhibit "D-1"

File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 11TH DAY OF
	)	
JUSTICE NEWBOULD	)	MARCH, 2015
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(Approval of Amended Kingston Settlement)

THIS MOTION made by Nortel Networks Corporation, Nortel Networks Limited ("**NNL**"), Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "**Canadian Debtors**") jointly with Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of the Canadian Debtors for the relief set out in the Notice of Motion dated March 3, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the One Hundred and Thirteenth Report of the Monitor dated March 3, 2015 (the "**One-Hundred and Thirteenth Report**") and on hearing submissions

of counsel for the Monitor, the Canadian Debtors and those other parties present, no one appearing for any other person on the service list or any other person served with the motion although duly served as appears from the affidavit of service of Christopher G. Armstrong sworn March 4, 2015, filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for the service of the Notice of Motion, the Motion Record and the One-Hundred and Thirteenth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the One-Hundred and Thirteenth Report.

AMENDED KINGSTON SETTLEMENT

3. **THIS COURT ORDERS** that the Amended and Restated Kingston Property Settlement Agreement dated January 23, 2015 (the "**Amended Kingston Settlement**") among Taggart (Gardiners) Corporation ("**Taggart**"), NNL and the Monitor, a copy of which is appended as Schedule "A" hereto, is hereby approved in its entirety and that the parties thereto are bound by this Order. The fact that this Order does not describe or include any particular provision of the Amended Kingston Settlement shall not diminish or impair the effectiveness of any such provision, it being the intent of the Court that the Amended Kingston Settlement be approved in its entirety.

4. **THIS COURT ORDERS** that the execution and delivery of the Amended Kingston Settlement by NNL and the Monitor is hereby authorized and approved and the performance by the Canadian Debtors and the Monitor of their respective obligations thereunder, if any, is hereby approved. The Canadian Debtors and Monitor are hereby authorized and directed to take such additional steps and execute such additional documents (including, without limitation, any amendment(s) to the Amended Kingston Settlement) as may be necessary or desirable for the implementation of the settlements and other agreements contemplated under the Amended Kingston Settlement.

5. **THIS COURT ORDERS** that the Amended Kingston Settlement shall be binding on and enure to the benefit of any trustee in bankruptcy or receiver that may be appointed in respect of the Canadian Debtors or their property and shall not be void or voidable by creditors of the Canadian Debtors, 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.

MISCELLANEOUS

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, France or elsewhere, to give effect to this Order and to assist the Canadian Debtors, the Monitor and their respective 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 Canadian Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Canadian Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that each of the Canadian Debtors and the Monitor be at liberty and are 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.

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

MAR 11 2015

NB

SCHEDULE "A"

AMENDED KINGSTON SETTLEMENT

[ATTACHED]

Execution Version

Court File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

AMENDED & RESTATED KINGSTON PROPERTY SETTLEMENT AGREEMENT

THIS AMENDED & RESTATED KINGSTON PROPERTY SETTLEMENT AGREEMENT ("**Agreement**") is made and entered into as of this 23rd day of January, 2015, among **TAGGART (GARDINERS) CORPORATION** ("**Taggart**"), **NORTEL NETWORKS LIMITED** ("**NNL**"), and **ERNST & YOUNG INC.** (the "**Monitor**" and with Taggart and NNL, collectively, the "**Parties**", and each individually a "**Party**").

WHEREAS Northern Telecom Limited ("**NTL**"), predecessor to NNL, was the owner of a property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**");

AND WHEREAS NTL sold the Kingston Property to Cable Design Technologies (CDT) Canada Inc., predecessor to Belden CDT (Canada) Inc. ("**Belden**"), pursuant to an Asset Purchase Agreement dated December 19, 1995 among NTL, Cable Design Technologies (CDT) Canada Inc. and Cable Design Technologies Corporation (the "**APA**");

AND WHEREAS in connection with the foregoing sale NTL and Nordx/CDT, Inc., successor to Cable Design Technologies (CDT) Canada Inc. and also a predecessor to Belden, entered into an Environmental Access Agreement dated February 2, 1996 (the "**EAA**");

AND WHEREAS Nordx/CDT, Inc. sold the Kingston Property to Central Diagnostics Inc. pursuant to an Agreement of Purchase and Sale dated August 26, 2005;

AND WHEREAS Central Diagnostics Inc. subsequently assigned its rights under the foregoing Agreement of Purchase and Sale to 2058756 Ontario Limited ("**205**") such that 205 purchased the Kingston Property from Nordx/CDT, Inc.;

AND WHEREAS in connection with the foregoing sale, Nordx/CDT, Inc. assigned certain rights under the ASA and EAA to 205 pursuant to an Assignment and Assumption Agreement dated November 21, 2005;

AND WHEREAS NNL, Nortel Networks Corporation, Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "**Canadian Debtors**") commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) on January 14, 2009 (the "**Filing Date**") before the Ontario Superior Court of Justice (Commercial List) (the "**Ontario Court**");

AND WHEREAS Ernst & Young Inc. was appointed by the Ontario Court as Monitor of the Canadian Debtors in the CCAA Proceedings;

AND WHEREAS 205 filed a proof of claim (#1722) against NNL dated September 29, 2009 in the amount of $5,180,000 for alleged claims in connection with environmental contamination at the Kingston Property (including, without limitation, pursuant to alleged rights of 205 against NNL under

the APA and EAA), which proof of claim was subsequently amended pursuant to a proof of claim filed by 205 against NNL dated November 11, 2010 in the amount of $14,012.049.62 (collectively, the "**205 Claim**");

AND WHEREAS on September 7, 2011, a Director's Order (No. 7326-8J4PU3) (the "**MOE Order**") was issued pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended (the "**EPA**"), against NNL, Belden and 205 (collectively, the "**Orderees**") ordering the Orderees to take specified steps in relation to environmental contamination at the Kingston Property, including, without limitation to prepare a Workplan (as defined in the MOE Order) acceptable to the Director and to implement such Workplan as accepted;

AND WHEREAS Belden filed proofs of claim against each of NNL (#16800) and Nortel Networks Corporation (#16801) each dated February 2, 2012 and each in the amount of $13,240,000 for alleged claims in connection with environmental contamination at the Kingston Property (including, without limitation, pursuant to alleged rights of Belden against NNL under the APA and EAA) and the MOE Order (collectively, the "**Belden Claims**");

AND WHEREAS Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**") has filed a proof of claim against NNL dated August 30, 2012 in the amount of $100,000,000, including amounts alleged owing in connection with the remediation of the Kingston Property (the "**MOE Claim**");

AND WHEREAS pursuant to an Order of the Ontario Superior Court of Justice dated October 10, 2012 in Court File No. CV-12-9818-00CL (the "**Receivership Court**"), Schwartz Levitsky Feldman Inc. was appointed receiver (the "**Kingston Property Receiver**") of the

Kingston Property as well as all assets, undertakings, businesses, leases and receivables and choses in action specifically relating thereto;

AND WHEREAS pursuant to an Agreement of Purchase and Sale between the Kingston Property Receiver and Taggart Investments Inc. dated April 9, 2013 (the "**Receivership APS**"), Taggart Investments Inc. agreed to purchase the Kingston Property as well as the assets, undertakings and leases associated therewith owned by 205 and Malik Sajjad Khalid, as Trustee of the M.S. Khalid Family Trust (collectively, including 205, the "**205 Debtors**");

AND WHEREAS on June 20, 2013, Taggart Investments Inc. assigned all of its rights under the Receivership APS to Taggart and on July 18, 2013 the Receivership Court granted an Approval and Vesting Order (the "**Vesting Order**") approving the Receivership APS and ordering and declaring that upon the delivery of the Receiver's Certificate (as defined in the Vesting Order) to Taggart all of the 205 Debtors' right, title and interest in and to the Purchased Assets (as defined in the Vesting Order) shall vest in Taggart;

AND WHEREAS on July 22, 2013, the Receiver's Certificate was delivered to Taggart;

AND WHEREAS Taggart made an assertion that it was the owner of the 205 Claim and all rights of the 205 Debtors against NNL in relation to the Kingston Property, including, without limitation, all rights of the 205 Debtors under or in connection with the APA and the EAA (collectively, the "**205 Rights**") and requested by letter dated February 11, 2014 that the Monitor recognize Taggart as the assignee of the 205 Claim;

AND WHEREAS following good faith negotiations the Parties originally executed a Kingston Property Settlement Agreement dated September 11, 2014 (the "**Original Settlement Agreement**"), a condition to effectiveness of which (in favour of NNL and the Monitor) was that

the Receivership Court grant a Final Order (as defined in the Original Settlement Agreement), on notice to 205 and the service lists in each of Court File No. CV-12-9818-00CL and Court File No. CV-12-9740-00CL, in the form attached as Exhibit "A" to the Original Settlement Agreement confirming Taggart to be the owner of the 205 Rights;

AND WHEREAS Taggart filed a motion seeking such an Order, and the shareholder of 205 opposed the granting of such an Order and contested Taggart's ownership of certain indemnity rights of 205 against NNL and asserted such indemnity rights remained the property of A. John Page & Associates Inc. in its capacity as receiver of certain of the property of 205 excluding the Kingston Property (the "**205 Receiver**");

AND WHEREAS pursuant to an Endorsement of the Honourable Justice McEwen made January 6, 2015, the Receivership Court dismissed the motion brought by Taggart and made a finding that the Nortel Indemnities (as described in the Endorsement) remain with the 205 Receiver;

AND WHEREAS the MOE Order remains outstanding as of the date hereof and Taggart alleges that NNL is obligated to satisfy the MOE Order and has claimed a right of contribution (the "**Contribution Claim**") from NNL for any expenditures to be incurred by Taggart in connection with the MOE Order;

AND WHEREAS the Canadian Debtors and the Monitor deny any liability in connection with the Contribution Claim;

AND WHEREAS the Parties remain desirous of settling and resolving the environmental matters related to the Kingston Property (including, without limitation, matters relating to the MOE Order) such that remediation work can be commenced and NNL's obligations with respect to the MOE Order can be crystallized;

AND WHEREAS following further good faith negotiations among the Parties they have agreed to amend and restate the Original Settlement Agreement in its entirety on the terms set forth herein and settle any and all claims and rights of Taggart against the Canadian Debtors as well as all matters pertaining to the remediation of the Kingston Property and the MOE Order on and subject to the terms hereinafter specified;

AND WHEREAS each of the Parties have discussed resolution of matters with respect to the Kingston Property with the MOE and has or intends to enter into agreements or arrangements with the MOE in furtherance of effecting the settlements contemplated hereby.

NOW THEREFORE in consideration of the representations, warranties, covenants and mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Certain Definitions and Interpretation. The recitals set forth above form an integral part of this Agreement and are incorporated fully herein and each of Taggart and NNL hereby confirm the accuracy of the foregoing recitals to one another. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Amended and Restated Claims Procedure Order of the Ontario Court dated July 30, 2009 (the "**Claims Procedure Order**") or the Claims Resolution Order of the Ontario Court dated September 16, 2010 (the "**Claims Resolution Order**").

2. Original Settlement Agreement. This Agreement amends and restates the Original Settlement Agreement in its entirety. Following the execution hereof, the Original Settlement Agreement shall be of no further force or effect.

3. Settlement of Kingston Property Matters. On the Effective Date, in full and final settlement of the MOE Order as between NNL and Taggart and any claim, including, without

limitation, any Contribution Claim, or other right which Taggart may have against the Canadian Debtors (whether now held of hereafter acquired) and in consideration of Taggart consenting to the matters contemplated by subparagraph 4(a)i hereof, including, without limitation, the issuance of the Director's Order against it contemplated by subparagraph 4(a)i and agreeing to perform the work contemplated thereby, the Parties agree that:

(a) NNL shall pay to Taggart $300,000 (three-hundred thousand dollars). Such payment shall be made to an account designated in writing by Taggart to the Monitor by wire transfer of immediately available funds within seven (7) days of the Monitor delivering a certificate to Taggart certifying the satisfaction or waiver (as the case may be) of each of the Conditions (as defined below); and

(b) Taggart shall have a general unsecured claim against NNL in the amount of $2,900,000 (two-million, nine-hundred thousand dollars) (the "**Accepted Claim**"). The Accepted Claim shall constitute Taggart's Proven Claim for all purposes, including, without limitation, for the purposes of voting and distribution in the CCAA Proceedings or otherwise in connection with the Accepted Claim. Taggart acknowledges that for purposes of voting and distributions in the CCAA Proceedings or any other distribution in connection with the Accepted Claim, the claim amounts may be converted to U.S. dollars using the exchange rate established in connection with such distribution. Nothing herein shall prejudice the Canadian Debtors' ability to effect a consolidation of their respective estates in the CCAA Proceedings or otherwise.

4. Conditions to Effectiveness.

(a) The agreements, releases and obligations of the Parties in paragraphs 3 and 5 of this Agreement are subject to the fulfillment, performance and satisfaction of, or

compliance with, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of NNL and the Monitor and may be waived by NNL and the Monitor in whole or in part):

i. The MOE Order is withdrawn by Order of the Environmental Review Tribunal (Ontario) such that NNL, Belden and 205 are no longer subject to the MOE Order or any other Director's Order under the EPA in respect of the Kingston Property (or any similar order), and a replacement Director's Order under the EPA with respect to the Kingston Property is issued against Taggart naming it as the sole orderee thereunder, with sole responsibility to perform all obligations under such Director's Order;

ii. the MOE delivers an executed release to the Canadian Debtors and Monitor in form and substance satisfactory to NNL and the Monitor in their sole discretion releasing the Canadian Debtors, the Monitor and each of their respective current and former directors, officers and other related parties from any liability in connection with the MOE Order or the Kingston Property (including, without limitation, any liability in connection with any environmental contamination (whether known or hereafter discovered) or environmental remediation at or relating to the Kingston Property and the MOE Claim as it relates to the Kingston Property);

iii. Belden irrevocably withdraws the Belden Claims with prejudice in writing and delivers an executed release to the Canadian Debtors and Monitor in form and substance satisfactory to NNL and the Monitor in their sole discretion releasing the Canadian Debtors, the Monitor and each of their

respective current and former directors, officers and other related parties from any liability in connection with the MOE Order or the Kingston Property (including, without limitation, any liability in connection with any environmental contamination (whether known or hereafter discovered) or environmental remediation at or relating to the Kingston Property); and

iv. the 205 Claim shall have been fully and finally disallowed (and valued at nil) in the claims process in the CCAA Proceedings or settled in a manner satisfactory to NNL and the Monitor in their sole and absolute discretion.

(b) In addition to the foregoing, the agreements, releases and obligations of the Parties in paragraphs 3 and 5 of this Agreement are subject to the fulfillment, performance and satisfaction of, or compliance with, the following condition precedent (which is acknowledged to be inserted for the mutual benefit of all Parties and may be waived in whole or in part only by the mutual agreement of the Parties):

i. this Agreement is approved by Final Order of the Ontario Court in the CCAA Proceedings (subparagraphs 4(a)i through 4(a)iv hereof together with this subparagraph 4(b)i, collectively, the "**Conditions**" and each a "**Condition**", and the date on which the final remaining Condition is satisfied or waived, the "**Effective Date**").

(c) "**Final Order**" shall mean an Order that is not subject to leave to appeal (if applicable), appeal or other review, and the time period for seeking leave to appeal, appeal or other review of the Order has expired, or if leave to appeal, appeal or other review of the Order is sought, it is denied, or if leave to appeal is granted, the appeal of such Order is dismissed, and the time period for seeking any further leave to appeal, appeal or review shall have expired, or there is no further

ability to seek leave to appeal, appeal or other review of the Order. References to Order in the foregoing sentence shall be construed so as to include reference to an Order of a higher Court that dismisses a leave to appeal, appeal or other review of an Order or otherwise affirms such Order.

(d) Each of the Parties agrees to use commercially reasonable best efforts to cause the satisfaction of the Conditions forthwith upon execution of this Agreement, provided that: (i) in the case of Taggart, such efforts shall not require the expenditure of any money, posting of security or incurrence of liability by Taggart to secure the satisfaction of the conditions set forth at subparagraphs 4(a)i, (a)ii and (a)iii hereof beyond the amounts considered in the discretion of Taggart to be reasonable and economically feasible to Taggart for such purposes; (ii) in the case of NNL and the Monitor, such efforts shall not require the expenditure of any money or the incurrence of any liability by NNL or the Monitor, it being recognized and agreed that the financial contributions of NNL as outlined in paragraph 3 hereof represent the maximum financial contribution of the Canadian Debtors with respect to the environmental remediation of the Kingston Property and the MOE Order; and (iii) NNL and the Monitor shall not be obligated to seek approval of this Agreement by the Ontario Court in the CCAA Proceedings until such time as each of the other Conditions is satisfied or waived. For the avoidance of doubt, the foregoing obligation shall not restrict the ability of the Parties to waive any Condition in whole or in part, it being understood that the Parties shall be under no obligation to cause a Condition to be satisfied to the extent it is waived. In the case of the Condition specified in subparagraph 4(a)i, the commercially reasonable best efforts of Taggart shall include, without limitation,

consenting to being named as an orderee under the replacement Director's Order referenced therein and providing financial assurance in support of its obligations thereunder as may be reasonably agreed between Taggart and the MOE.

(e) In the event the Effective Date shall not have occurred by April 1, 2015, NNL and the Monitor may, by notice in writing to Taggart, or Taggart may, by noticing in writing to NNL and the Monitor, terminate this Agreement and the obligations of the Parties hereunder. In the event of such termination, the Parties reserve all of their rights and defences with respect to the claims and other matters resolved by this Agreement (including, without limitation, the MOE Order and any claims of Taggart against NNL) and this proposed settlement shall not constitute an admission by any Party regarding the validity of the claims and other matters resolved by this Agreement or that it has any liability in connection with such claims or matters, and shall not be used, referred to or relied upon in any proceeding or dispute in connection with those claims or matters.

5. Release. On the Effective Date, Taggart, for and on behalf of itself and its affiliates, successors and assigns, hereby releases and forever discharges the Canadian Debtors, the Monitor and each of their respective current and former affiliates, shareholders, directors, officers, employees, agents, lawyers, personal representatives, successors and assigns (collectively, the "**Released Parties**" and each a "**Released Party**") from any and all liabilities, claims, defences, demands, debts, obligations, damages, actions, causes of action, setoffs, recoupments, costs and expenses (including, without limitation, lawyers' fees) (collectively, "**Liabilities**"), whether known or unknown, foreseen or unforeseen, matured or unmatured, contingent or not contingent, liquidated or unliquidated, whether in law or equity and whether based on contract, tort, fraud or otherwise, which Taggart or any of its affiliates now has or hereafter may have against any of the Released Parties arising under or in

connection with or in any other way related to the Kingston Property or the MOE Order (or any subsequent Director's Order with respect to the Kingston Property), except for the payment contemplated in subparagraph 3(a) hereof and the allowance of, and distributions on account of, the Accepted Claim.

6. No Further Claims. Taggart shall be forever barred from amending the amount or priority of the Accepted Claim or filing or otherwise asserting any further claim against a Released Party in relation to the matters released hereunder. Taggart undertakes, covenants and agrees not to make any claim, participate in any proceeding or take any action against any other person or entity who would as a result of such claim, proceeding or action have a claim for contribution or indemnity against any of the Released Parties in relation to the matters released hereunder.

7. Binding Effect. This Agreement shall be binding upon any successors or assigns of the Parties.

8. No Transfer. Taggart represents that it has not sold, assigned or otherwise transferred any of the claims or rights being released pursuant to this Agreement to a third party. Notwithstanding the foregoing, nothing herein shall limit Taggart's right to assign, sell or transfer the Accepted Claim to a third party, provided that (i) any such assignment shall be subject to the provisions of the Claims Procedure Order, including, without limitation, paragraphs 18 to 20 thereof, and (ii) any assignee or transferee of an Accepted Claim shall, prior to the assignment or transfer of such Accepted Claim, acknowledge the terms of this Agreement and agree to be bound by the terms hereof.

9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements with respect to the subject matter hereof, including, without limitation, the Original Settlement Agreement. This Agreement cannot be amended except by a

writing signed by each of the Parties.

10. No Admissions. Each Party acknowledges and agrees that nothing in this Agreement constitutes an admission or concession of any legal issue raised in or relating to the matters resolved hereunder.

11. Costs and Expenses. Each Party agrees to bear its own costs, expenses and lawyers' fees incurred in relation to the disputes relating to the 205 Rights, the MOE Order and the other matters settled herein, the negotiations related to the settlements herein and the preparation of this Agreement and to not seek from each other reimbursement of any such costs, expenses or lawyers' fees.

12. Currency. Unless specified otherwise all references to amounts of money in this Agreement refer to the lawful currency of Canada.

13. Jurisdiction and Governing Law. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the Ontario Court (for the avoidance of doubt, in the CCAA Proceedings or any subsequent bankruptcy, insolvency, receivership or winding-up proceeding of the Canadian Debtors) with respect to any and all disputes arising out of or in connection with this Agreement. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. Manner of Execution. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. The signature of any of the Parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

[Signature page immediately follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TAGGART (GARDINERS) CORPORATION

Per: _____
Name: Scott D. Parkes
Title: Vice-President

NORTEL NETWORKS LIMITED

Per: _____
Name: Tanecia Wong Ken
Title: Authorized Representative

ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF NORTEL NETWORKS CORPORATION ET AL. AND NOT IN ITS PERSONAL CAPACITY

Per: _____
Name: Tom C. Ayres
Title: Senior Vice-President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TAGGART (GARDINERS) CORPORATION

Per: _____
Name: Scott D. Parkes
Title: Vice-President

NORTEL NETWORKS LIMITED

Per: _____
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ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF NORTEL NETWORKS CORPORATION ET AL. AND NOT IN ITS PERSONAL CAPACITY

Per: _____
Name: Tom C. Ayres
Title: Senior Vice-President

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION et al.

Court File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(Approval of Amended Kingston Settlement)

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Lawyers for the Canadian Debtors

Exhibit "D-2"

File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 11TH DAY OF
	)	
JUSTICE NEWBOULD	)	MARCH, 2015
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(Order Approving MOE Agreement)

THIS MOTION made by Nortel Networks Corporation, Nortel Networks Limited ("**NNL**"), Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "**Canadian Debtors**") jointly with Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of the Canadian Debtors for the relief set out in the Notice of Motion dated March 3, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the One Hundred and Thirteenth Report of the Monitor dated March 3, 2015 (the "**One Hundred and Thirteenth Report**") and on hearing submissions

of counsel for the Monitor, the Canadian Debtors and those other parties present, no one appearing for any other person on the service list or any other person served with the motion although duly served as appears from the affidavit of service of Christopher G. Armstrong sworn March 4, 2015, filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for the service of the Notice of Motion, the Motion Record and the One Hundred and Thirteenth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the One Hundred and Thirteenth Report.

MOE AGREEMENT

3. **THIS COURT ORDERS** that the Agreement re: Kingston Property Settlement and Other Nortel ERT Proceedings dated February 25, 2015 (the "**MOE Agreement**") among NNL, the Monitor and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**"), a copy of which is appended as Schedule "A" hereto, is hereby approved in its entirety and that the parties thereto are bound by this Order. The fact that this Order does not describe or include any particular provision of the MOE Agreement shall not diminish or impair the effectiveness of any such provision, it being the intent of the Court that the MOE Agreement be approved in its entirety.

4. **THIS COURT ORDERS** that the execution and delivery of the MOE Agreement by the Canadian Debtors and the Monitor is hereby authorized and approved and the performance by the Canadian Debtors and the Monitor of their respective obligations thereunder, if any, is hereby approved. The Canadian Debtors and Monitor are hereby authorized and directed to take such additional steps and execute such additional documents (including, without limitation, any amendment(s) to the MOE Agreement) as may be necessary or desirable for the implementation of the settlements and other agreements contemplated under the MOE Agreement.

5. **THIS COURT ORDERS** that the MOE Agreement shall be binding on and enure to the benefit of any trustee in bankruptcy or receiver that may be appointed in respect of the Canadian Debtors or their property and shall not be void or voidable by creditors of the Canadian Debtors, 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.

6. **THIS COURT ORDERS** that, upon consent of the MOE, the Canadian Debtors, the Monitor, Belden Canada Inc. (formerly known as Belden CDT (Canada) Inc.) and 2058756 Ontario Limited as well as their respective current and former affiliates, shareholders, directors, officers, employees, agents, trustees, beneficiaries, lawyers, personal representatives and authorized representatives (collectively, the "**Released Parties**") be and are hereby released and discharged to the fullest extent permitted by law

from all manner of claims, actions, causes of actions, suits, grievances, proceedings, complaints, debts, statutory claims, damages, liabilities, demands, orders, regulatory proceedings, directions, obligations, setoffs, recoupments, costs and expenses the MOE has or may have now or in the future, whether known or unknown, foreseen or unforeseen, matured or unmatured, contingent or not contingent, liquidated or unliquidated, whether in law or equity and whether based in contract, tort, statute, fraud or otherwise, arising out of or otherwise related or connected to the property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**") (collectively, "**Claims**" and each individually, a "**Claim**"), including, without limitation: (i) any Claim under the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or any other applicable environmental law (whether now or hereinafter in effect) or under any current or future order issued under or pursuant to any environmental law (including, without limitation, the Director's Order No. 7326-8J4PU3 issued September 7, 2011), including, without limitation, any Claim relating to the carrying out of any environmental work, including investigations, studies, tests, controls, monitoring work, preventative work, clean-up work, remedial work, decommissioning work or requiring the payment of fines, the suffering of penalties or the making of any other payments whatsoever with respect to any environmental matter, adverse effect, contaminant, pollutant or waste; and (ii) any Claim filed in the within proceedings (including, without limitation, the Proof of Claim filed by the MOE against NNL dated August 30, 2012) and any Claim in any subsequent bankruptcy, receivership or other insolvency proceeding of any of the Canadian Debtors (the "**Release**"). The MOE shall not make any Claim or take any other action against any individual, sole proprietorship, limited or unlimited liability corporation, partnership,

unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority (whether federal, provincial, municipal or otherwise) or natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative (collectively, "**Person**") who could claim contribution, indemnification or make any other claim against the Released Parties, or exercise a statutory power against the Released Parties (or any of them), with respect to the subject matter of the Release; *provided*, however, that nothing in this sentence shall prevent the MOE from taking regulatory action against any Person who owns the Kingston Property after the date of this Order. The Release and the other provisions of this paragraph 6 shall enure to the benefit of the successors of the Released Parties and to Ernst & Young Inc. in its personal capacity, and shall be binding on any successors of the MOE.

7. **THIS COURT ORDERS** that the MOE is forever barred from making any Claim against the Released Parties.

MISCELLANEOUS

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, France or elsewhere, to give effect to this Order and to assist the Canadian Debtors, the Monitor and their respective 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 Canadian Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Canadian Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that each of the Canadian Debtors and the Monitor be at liberty and are 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.

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

MAR 11 2015

NB

SCHEDULE "A"
MOE AGREEMENT
[ATTACHED]

Execution Version

AGREEMENT RE: KINGSTON PROPERTY SETTLEMENT AND OTHER NORTEL ERT PROCEEDINGS

Nortel Networks Limited ("**NNL**"), Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of Nortel Networks Corporation, NNL, Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, with NNL, the "**Canadian Debtors**") and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**") agree as follows:

1. **Kingston**

   a. The obligations of the parties under paragraphs 1 c., d. and e. of this agreement ("**Agreement**") are subject to approval of the Amended & Restated Kingston Property Settlement Agreement dated January 23, 2015, among Taggart (Gardiners) Corporation, NNL and the Monitor (the "**Kingston Settlement**") and this Agreement by the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**") in the Canadian Debtors' *Companies' Creditors Arrangement Act* proceedings (the "**CCAA Proceedings**"). NNL shall serve and file motion(s) seeking such approval from the CCAA Court in accordance with the terms of the Kingston Settlement and following receipt of written confirmation from each of the MOE and Taggart that the matters referenced in paragraph 1.e have been agreed to between the MOE and Taggart.

   b. In the event the Kingston Settlement is amended after the date hereof, the Monitor shall forthwith provide an executed copy of such amended Kingston Settlement to counsel to the MOE.

   c. The MOE shall consent to the inclusion of a release from the MOE in the form included in the proposed Order of the CCAA Court approving this Agreement attached as Appendix "A" hereto releasing the Canadian Debtors, the Monitor and each of their respective current and former affiliates, shareholders, directors, officers, employees, agents, lawyers, and personal representatives from any liability in connection with the Kingston MOE Order (as defined below) or the property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**") (such Order to reflect the consent of the MOE to the giving of such release), provided that if the CCAA Court will not issue the proposed Order including such release, the MOE shall deliver such an executed release to the Canadian Debtors and Monitor in the form attached hereto as Appendix "B". Without in any way limiting the foregoing, the MOE agrees and acknowledges that its CCAA proof of claim dated August 30, 2012 (the "**MOE CCAA Claim**") as it relates to the Kingston Property is deemed fully and finally disallowed with prejudice.

   d. NNL and the MOE shall seek to cause the Environmental Review Tribunal ("**ERT**") to accept the withdrawal of MOE Director's Order No. 7326-8J4PU3,

issued on September 7, 2011 (the "**Kingston MOE Order**") as against NNL, Belden CDT (Canada) Inc. ("**Belden**") and 2058756 Ontario Limited ("**205**").

e. NNL and the Monitor acknowledge the agreements of the MOE in this paragraph 1 are subject to:

i. Taggart agreeing to post financial assurance with respect to the remediation of the Kingston Property in the quantum and form agreed to between the MOE and Taggart; and

ii. Taggart consenting to the issuance of a Director's Order (to replace the Kingston MOE Order to be withdrawn against NNL, Belden and 205) requiring it to prepare and implement a work plan for the Kingston Property.

2. **Other Properties and ERT Appeals**

Subject to: (i) the approval of this Agreement by the CCAA Court; (ii) the approval of the Kingston Settlement by the CCAA Court; (iii) the parties' compliance with their obligations in paragraph 1 hereof; and (iv) the occurrence of the Effective Date (as such term is defined in the Kingston Settlement), NNL and the MOE agree as follows with respect to the Belleville ERT Proceedings, the Brockville ERT Proceedings and the London ERT Proceedings (each as defined below), and agree to seek to cause the ERT to issue orders as follows to the extent appropriate. The parties agree that the conditions specified in (ii), (iii) and (iv), above, are inserted for the exclusive benefit of NNL and the Monitor and may be waived by NNL and the Monitor in whole or in part.

a. **Belleville**

i. Lift the stay issued by the ERT in Case Nos. 11-176/11–177/11–178/11-183 (the "**Belleville ERT Proceedings**").

ii. Adjourn the Belleville ERT Proceedings until on or about June 30, 2015.

iii. Issue a new stay of MOE Director's Order No. 8835-8J4QRU issued on September 7, 2011 (the "**Belleville MOE Order**") until June 30, 2015 only as it relates to the "Southeast Corner" and off-site impacts to the south or east of the former NNL site, all as specified in the Belleville MOE Order.

iv. Amend Items 2, 3, 4 and 5 in the Belleville MOE Order to change the deadline from November 30, 2011 to June 30, 2014.

v. NNL is ordered to submit to the MOE by April 30, 2015 revisions to its Restorative Action Plan dated June 2014 (accepted by the MOE on October 8, 2014, the "**Restorative Action Plan**") in respect of Item 2 of

the Belleville MOE Order as it relates to the Southeast Corner of the former NNL site. Such revisions are to take into account interim work undertaken in relation to such area.

vi. NNL withdraws, with prejudice, its appeal of the Belleville MOE Order except: (1) the right to challenge the reasonableness of the scope of any future work required by the MOE in relation to revisions to the work plan(s) and the iterative restoration process; and (2) whether NNL can be held responsible for the remediation of the "Southeast Corner" and for the remediation of off-site impacts to the south and east of the former NNL site.

vii. In addition to work contemplated under paragraph 2 a. v. herein, NNL is ordered to update, by June 30, 2015, the 2014-2015 work plan set out in the Proposed Stay Order dated May 8, 2014 (approved by the ERT on May 12, 2014, but not yet issued), the Restorative Action Plan and the 2014 Work Plan for Additional Off-Site Delineation dated June 17, 2014 (accepted by the MOE on October 8, 2014) to account for all interim work completed by that date.

viii. The MOE agrees and acknowledges that Items No. 1 through 5 (inclusive) of the Belleville MOE Order are currently being satisfied except that further work is anticipated to be required by the MOE in relation to the "Southeast Corner" and off-site impacts to the south or east of the former NNL site. The parties acknowledge that the scope of work for any future work to be carried out pursuant to the work plans set out in paragraph 2 a. vii. above may need to be revised as new data is obtained from the ongoing work, it being understood that the parties reserve all rights with respect to any such revisions.

b. **Brockville**

i. Lift the stay issued by the ERT in Case No. 11-180 (the "**Brockville ERT Proceedings**") which currently runs until the disposition of the hearing on the basis of SCI Brockville Corporation's undertaking to conduct work in accordance with its Conceptual Remedial Action Plan dated July 30, 2013, as approved by the MOE.

ii. Adjourn the Brockville ERT Proceedings until on or about June 30, 2015.

iii. NNL withdraws, with prejudice, its appeal of MOE Director's Order No. 4404-8J5KFV issued on September 7, 2011 (the "**Brockville MOE Order**") except: (1) the right to challenge the reasonableness of the scope of any future work required by revisions to the work plan(s) submitted pursuant to Item no. 2 in the Brockville MOE Order; and (2) whether NNL was in "management or control" of the undertaking or property.

c. **London**

i. Extend the stay issued by the ERT in Case Nos. 11-125/11-126 (the "**London ERT Proceedings**", and with the Kingston ERT Proceedings, the Belleville ERT Proceedings and the Brockville ERT Proceedings, collectively, the "**ERT Proceedings**") to August 28, 2015.

ii. NNL withdraws, with prejudice, its appeal of MOE Director's Order No. 3250-8J4J3G issued on July 20, 2011 (the "**London MOE Order**") except: (1) the right to challenge the reasonableness of the work required by the MOE with respect to future work plans; and (2) whether NNL is obligated to conduct any work with respect to the retained London lands (Site 1) (as such site is specified in the London MOE Order).

iii. NNL is ordered to submit a revised work plan (the "**London Work Plan**") as required by Items 3(a) - (e) of the London MOE Order to the MOE by February 25, 2015. With respect to investigations of the retained London lands (Site 1), NNL will only carry out those investigations which are reasonably related to existing environmental issues on Sites 2, 3 and 4 (as such sites are specified in the London MOE Order), and on the basis that such investigations are on a without prejudice basis as to whether or not NNL is obligated to perform any work on the retained London lands (Site 1) and without any liability to NNL in respect of such investigations in the event that NNL is not obligated to perform any work on the retained London lands (Site 1).

iv. The MOE agrees that an amount equal to the amount (if any) spent by NNL in connection with investigation or remediation of environmental matters at the retained London lands (Site 1) which is not required in connection with existing environmental issues on Sites 2, 3 and 4, shall be deducted from any distribution the MOE may be entitled to receive on account of the MOE CCAA Claim.

v. Provided the London Work Plan is accepted by the MOE on or before March 6, 2015, NNL is (subject to any appeal as contemplated by paragraph 2 c. ii. hereof) ordered to implement the London Work Plan, as accepted by the MOE, within 30 days of acceptance by the MOE (subject to reasonable access having regard to weather).

vi. NNL is ordered to submit to the MOE by August 1, 2015: (i) a summary of the results of the London Work Plan (as accepted by the MOE); (ii) the recommendations derived from the London Work Plan; and (iii) the implementation schedule as required by items 3(f) - (g) of the London MOE Order.

3. **General**

a. The MOE, NNL and the Monitor agree and acknowledge that:

i. any and all remediation or other work to be performed by NNL as contemplated herein is being performed by NNL solely pursuant to and in accordance with the MOE Orders and any Orders issued by the ERT;

ii. The Canadian Debtors' and the Monitor's right to: (i) seek to distribute all or any portion of the Canadian Debtors assets to their creditors; (ii) propose, implement or effect any plan of arrangement, reorganization, settlement or other full or partial resolution of the CCAA Proceedings or any subsequent insolvency proceeding of any of the Canadian Debtors; (iii) seek the appointment of a receiver of any of the Canadian Debtors or their respective assets; (iv) cause the assignment into bankruptcy of any of the Canadian Debtors or seek a bankruptcy order in respect of any of the Canadian Debtors; or (v) wind-up the Canadian Debtors or their respective business and operations, in each case notwithstanding that the MOE Orders or the ERT Orders referenced herein or the work plans contemplated thereby have not been performed, fulfilled, completed or otherwise satisfied (in whole or in part) is fully reserved, as is the right of the MOE to take any position to the contrary.

b. Except as expressly contemplated hereby, nothing herein shall prejudice, modify, impact, impair, limit or waive NNL or the MOE's respective rights in the ERT Proceedings, including, without limitation: (i) NNL's remaining appeal rights; and (ii) in respect of all matters pertaining to the retained London lands (Site 1).

c. Nothing herein shall be construed so as to prejudice, modify, impact, impair, limit or waive any of the Monitor's or Canadian Debtors' rights or defences in respect of any claims filed in the CCAA Proceedings relating to any of the Kingston, Belleville, Brockville or London properties, all of which rights and defences are fully reserved.

d. Nothing herein shall be construed so as to prejudice, modify, impact, impair, limit or waive any of the Monitor's rights or protections under the CCAA, Orders of the CCAA Court or otherwise at law, all of which rights and protections are fully reserved.

e. In the event the obligations of the parties hereunder do not become effective, the parties reserve all of their rights and defences with respect to the matters addressed and resolved in this Agreement and this Agreement shall not constitute an admission by any party regarding any matter, or that it has any liability in connection with such matter, and shall not be used, referred to or relied upon in any proceeding (including, without limitation, any of the ERT Proceedings) or dispute in connection with such matters.

f. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties intend for this Agreement to be legally binding in accordance with its terms. This Agreement does not, and is not intended to, create rights on behalf of any third party.

g. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the parties. There are no representations, warranties, covenants or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

h. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors.

i. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

[remainder of page left intentionally blank]

DATED this 25th day of February, 2015.

NORTEL NETWORKS LIMITED

Per: _____
Name: Tanecia Wong Ken
Title: Authorized Representative

ERNST & YOUNG INC. IN ITS CAPACITY AS THE MONITOR OF NORTEL NETWORKS CORPORATION ET AL. AND NOT IN ITS PERSONAL CAPACITY

Per: _____
Name: Tom Ayres
Title: Senior Vice-President

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE

Per: _____
Name: Nancy Matthews
Title: Assistant Deputy Minister, Operations Division

Per: _____
Name: Lee Orphan
Title: Regional Director, Southwest Region

Per: _____
Name: Richard Raeburn-Gibson
Title: Regional Director (A), Eastern Region

DATED this 25th day of February, 2015.

NORTEL NETWORKS LIMITED

Per: _____
Name: Tanecia Wong Ken
Title: Authorized Representative

ERNST & YOUNG INC. IN ITS CAPACITY AS THE MONITOR OF NORTEL NETWORKS CORPORATION ET AL. AND NOT IN ITS PERSONAL CAPACITY

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Per: _____
Name: Nancy Matthews
Title: Assistant Deputy Minister, Operations Division

Per: _____
Name: Lee Orphan
Title: Regional Director, Southwest Region

Per: _____
Name: Richard Raeburn-Gibson
Title: Regional Director (A), Eastern Region

APPENDIX "A"

FORM OF CCAA COURT ORDER

[ATTACHED]

File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●, THE ● DAY OF
	)	
JUSTICE NEWBOULD	)	●, 2015
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(Order Approving MOE Agreement)

THIS MOTION made by Nortel Networks Corporation, Nortel Networks Limited ("**NNL**"), Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "**Canadian Debtors**") jointly with Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of the Canadian Debtors for the relief set out in the Notice of Motion dated ●, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING ●, 2015 (the "**One-Hundred and ● Report**") and on hearing submissions of counsel for the Monitor, the Canadian Debtors, ●, no one appearing for

any other person on the service list or any other person served with the motion although duly served as appears from the affidavit of service of ● sworn ●, 2015, filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for the service of the Notice of Motion, the Motion Record and the One-Hundred and ● Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the **[One-Hundred and ● Report]**.

MOE AGREEMENT

3. **THIS COURT ORDERS** that the Agreement re: Kingston Property Settlement and Other Nortel ERT Proceedings dated ●, 2015 (the "**MOE Agreement**") among NNL, the Monitor and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**"), a copy of which is appended as Schedule "A" hereto, is hereby approved in its entirety and that the parties thereto are bound by this Order. The fact that this Order does not describe or include any particular provision of the MOE Agreement shall not diminish or impair the effectiveness of any such provision, it being the intent of the Court that the MOE Agreement be approved in its entirety.

4. **THIS COURT ORDERS** that the execution and delivery of the MOE Agreement by the Canadian Debtors and the Monitor is hereby authorized and approved and the

performance by the Canadian Debtors and the Monitor of their respective obligations thereunder, if any, is hereby approved. The Canadian Debtors and Monitor are hereby authorized and directed to take such additional steps and execute such additional documents (including, without limitation, any amendment(s) to the MOE Agreement) as may be necessary or desirable for the implementation of the settlements and other agreements contemplated under the MOE Agreement.

5. **THIS COURT ORDERS** that the MOE Agreement shall be binding on and enure to the benefit of any trustee in bankruptcy or receiver that may be appointed in respect of the Canadian Debtors or their property and shall not be void or voidable by creditors of the Canadian Debtors, 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.

6. **THIS COURT ORDERS** that, upon consent of the MOE, the Canadian Debtors and the Monitor as well as their respective current and former affiliates, shareholders, directors, officers, employees, agents, trustees, beneficiaries, lawyers, personal representatives and authorized representatives (collectively, the "**Released Parties**") be and are hereby released and discharged to the fullest extent permitted by law from all manner of claims, actions, causes of actions, suits, grievances, proceedings, complaints, debts, statutory claims, damages, liabilities, demands, orders, regulatory proceedings, directions, obligations, setoffs, recoupments, costs and expenses the MOE has or may have

now or in the future, whether known or unknown, foreseen or unforeseen, matured or unmatured, contingent or not contingent, liquidated or unliquidated, whether in law or equity and whether based in contract, tort, statute, fraud or otherwise, arising out of or otherwise related or connected to the property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**") (collectively, "**Claims**" and each individually, a "**Claim**"), including, without limitation: (i) any Claim under the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or any other applicable environmental law (whether now or hereinafter in effect) or under any current or future order issued under or pursuant to any environmental law (including, without limitation, the Director's Order No. 7326-8J4PU3 issued September 7, 2011), including, without limitation, any Claim relating to the carrying out of any environmental work, including investigations, studies, tests, controls, monitoring work, preventative work, clean-up work, remedial work, decommissioning work or requiring the payment of fines, the suffering of penalties or the making of any other payments whatsoever with respect to any environmental matter, adverse effect, contaminant, pollutant or waste; and (ii) any Claim filed in the within proceedings (including, without limitation, the Proof of Claim filed by the MOE against NNL dated August 30, 2012) and any Claim in any subsequent bankruptcy, receivership or other insolvency proceeding of any of the Canadian Debtors (the "**Release**"). The MOE shall not make any Claim or take any other action against any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority (whether federal, provincial, municipal or otherwise) or natural person including in such person's

capacity as trustee, heir, beneficiary, executor, administrator or other legal representative (collectively, "**Person**") who could claim contribution, indemnification or make any other claim against the Released Parties, or exercise a statutory power against the Released Parties (or any of them), with respect to the subject matter of the Release; *provided*, however, that nothing in this sentence shall prevent the MOE from taking regulatory action against any Person who owns the Kingston Property after the date of this Order. The Release and the other provisions of this paragraph 6 shall enure to the benefit of the successors of the Released Parties and to Ernst & Young Inc. in its personal capacity, and shall be binding on any successors of the MOE.

7. **THIS COURT ORDERS** that the MOE is forever barred from making any Claim against the Released Parties.

MISCELLANEOUS

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, France or elsewhere, to give effect to this Order and to assist the Canadian Debtors, the Monitor and their respective 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 Canadian Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Canadian Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that each of the Canadian Debtors and the Monitor be at liberty and are 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.

_____

SCHEDULE "A"
MOE AGREEMENT
[ATTACHED]

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION et al.

Court File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(Order Approving MOE Agreement)

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Tel: 416.862.5697
Fax: 416.862.7661
Lawyers for the Canadian Debtors

APPENDIX "B"

FORM OF RELEASE

[ATTACHED]

RELEASE RE: KINGSTON PROPERTY

TO: **NORTEL NETWORKS LIMITED ("NNL")**
NORTEL NETWORKS CORPORATION
NORTEL NETWORKS TECHNOLOGY CORPORATION
NORTEL NETWORKS GLOBAL CORPORATION
NORTEL NETWORKS INTERNATIONAL CORPORATION

(collectively, the **"Canadian Debtors"**)

AND TO: **ERNST & YOUNG INC. in its capacity as Monitor of the Canadian Debtors**

(the "**Monitor**")

AND TO: **The respective current and former affiliates, shareholders, directors, officers, employees, agents, trustees, beneficiaries, lawyers, personal representatives and authorized representatives of the Canadian Debtors and the Monitor**

(collectively, with the Canadian Debtors and the Monitor, the **"Released Parties"**)

IN CONSIDERATION of the execution, delivery and performance of their obligations under the Agreement re: Kingston Property Settlement and Other Nortel ERT Proceedings dated **[●]**, 2015 among NNL, the Monitor and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**") and the payment of **TEN DOLLARS ($10.00)** CAD by the Released Parties to the MOE and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, and pursuant to the powers granted to me pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E.19 , the MOE hereby:

1. Releases and discharges to the fullest extent permitted by law the Released Parties as well as their respective current and former affiliates, shareholders, directors, officers, employees, agents, trustees, beneficiaries, lawyers, personal representatives and authorized representatives, from all manner of claims, actions, causes of actions, suits, grievances, proceedings, complaints, debts, statutory claims, damages, liabilities, demands, orders, regulatory proceedings, directions, obligations, setoffs, recoupments, costs and expenses the MOE has or may have now or in the future, whether known or unknown, foreseen or unforeseen, matured or unmatured, contingent or not contingent, liquidated or unliquidated, whether in law or equity and whether based in contract, tort, statute, fraud or otherwise, arising out of or otherwise related or connected to the property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**") (collectively, "**Claims**" and each individually, a "**Claim**"), including, without

limitation: (i) any Claim under the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or any other applicable environmental law (whether now or hereinafter in effect) or under any current or future order issued under or pursuant to any environmental law (including, without limitation, Director's Order No. 7326-8J4PU3 issued September 7, 2011), including, without limitation, any Claim relating to the carrying out of any environmental work, including investigations, studies, tests, controls, monitoring work, preventative work, clean-up work, remedial work, decommissioning work or requiring the payment of fines, the suffering of penalties or the making of any other payments whatsoever with respect to any environmental matter, adverse effect, contaminant, pollutant or waste; and (ii) any Claim filed in the Canadian Debtors' *Companies' Creditors Arrangement Act* proceedings (including, without limitation, the Proof of Claim filed by the MOE against NNL dated August 30, 2012) and any Claim in any subsequent bankruptcy, receivership or other insolvency proceeding of any of the Canadian Debtors (the "**Release**").

2. Agrees it shall not make any Claim or take any other action against any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority (whether federal, provincial, municipal or otherwise) or natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative (collectively, "**Person**") who could claim contribution, indemnification or make any other claim against the Released Parties, or exercise a statutory power against the Released Parties (or any of them), with respect to the subject matter of the Release; provided, however, that nothing in this sentence shall prevent the MOE from taking regulatory action against any Person who owns the Kingston Property after the date hereof.

The Release and the other provisions hereof shall enure to the benefit of the successors of the Released Parties and to Ernst & Young Inc. in its personal capacity, and shall be binding on any successors of the MOE.

The non-signatory Released Parties shall be third-party beneficiaries to the Release and other provisions hereof entitled to enforce the Release and the other provisions hereof in accordance with their terms.

SIGNED this _____ day of _____, 20●.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE

Per: _____
Name: ●
Title: ●

6400193

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION et al.

Court File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(Order Approving MOE Agreement)

GOODMANS LLP
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Fax: 416.862.7661
Lawyers for the Canadian Debtors

Exhibit "E"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

Notice of Disallowance

NOTICE OF DISALLOWANCE

For creditors of Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International Corporation and Nortel Networks Technology Corporation (each a "CCAA Applicant" and collectively, the "CCAA Applicants") and/or their respective Officers and Directors

Claim Reference Number: 1722

Name of CCAA Applicant: Nortel Networks Limited

TO: A. John Page & Associates Inc. in its capacity as receiver
of certain of the property of 2058756 Ontario Limited
100 Richmond Street West, Suite 447
Toronto, ON
M5H 3K6

Attn: John Page

with a copy to:

Gardiner Roberts LLP
Scotia Plaza
40 King St. W, Suite 3100
Toronto, ON M5H 3Y2

Attn: Jonathan Wigley

Defined terms not defined in this Notice of Disallowance have the meaning ascribed in the Orders of the Ontario Superior Court of Justice dated July 30, 2009 and September 16, 2010 (the "Claims Procedure Order" and "Claims Resolution Order" respectively). **All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to paragraph 15 of the Claims Resolution Order, Ernst & Young Inc., in its capacity as Court-appointed Monitor of the CCAA Applicant, hereby gives you notice that it has reviewed your Proof of Claim in conjunction with the CCAA Applicant and has disallowed all or part of your Claim. Subject to further dispute by you in accordance with the Claims Resolution Order, your Claim will be allowed as follows:

	Proof of Claim amount as submitted by Creditor		Amount allowed by Monitor
	(original currency amount)	**(in Canadian dollars)[1]**	**(original currency amount)**
A. Unsecured Prefiling Claim	CAD$14,012,049.62	$	CAD$15,000
B. Secured Prefiling Claim	$	$	$
C. Section 136 Prefiling Claim	$	$	$
D. Restructuring Claim	$	$	$
E. Directors/Officers Claim	$	$	$
F. Total Claim	CAD$14,012,049.62	$	CAD$15,000

Reasons for Disallowance:

See attached Schedule "A".

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Disallowance, you must, no later than 4:00 pm (prevailing time in Toronto) on the day that is fourteen (14) days after this Notice of Disallowance is deemed to have been received by you (in accordance with paragraph 25 of the Claims Resolution Order), deliver a Notice of Dispute to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the Claims Resolution Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Dispute Notice is enclosed and can also be accessed on the Monitor's website at www.ey.com/ca/nortel.

[1] As calculated in accordance with paragraph 12 of the Claims Procedure Order if original currency amount other than Canadian dollars.

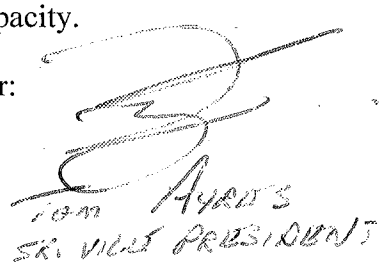
ERNST & YOUNG INC.
Court-appointed Monitor of Nortel Networks Corporation & others
222 Bay Street, Suite 2400
Toronto, Ontario
Canada M5K 1J7
Attention: Edmund Yau
Telephone: 416-943-2177
E-mail edmund.yau@ca.ey.com
Fax: 1-416-943-3300

IF YOU FAIL TO FILE A DISPUTE NOTICE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at Toronto, this 5th day of March, 2015.

ERNST & YOUNG INC., in its capacity as Court-appointed Monitor of Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International Corporation and Not in its personal capacity.

Per:



SCHEDULE "A"

REASONS FOR DISALLOWANCE

Background

1. Ernst & Young Inc. in its capacity as the Monitor (the "**Monitor**") of Nortel Networks Corporation *et al*. in proceedings pending under the *Companies' Creditors Arrangement Act* (RSC 1985, c C-36, as amended to January 14, 2009) (the "**CCAA**") hereby partially disallows proof of claim #1722 dated September 29, 2009, filed by 2058756 Ontario Limited ("**205**") against Nortel Networks Limited ("**NNL**"), as amended by proof of claim dated November 11, 2010, in the amount of CAD$14,012,049.62 (the "**Proof of Claim**") to CAD$15,000.

2. By an Endorsement of Justice McEwen made January 6, 2015, the Proof of Claim has been determined to be property under the control of A. John Page & Associates Inc. in its capacity as receiver of certain of the property of 2058756 Ontario Limited (the "**205 Receiver**").

3. The Proof of Claim relates to a claim for indemnification for potential contingent liabilities that may be incurred by 205 in connection with the environmental remediation of a property municipally known as 700 Gardiners Road, Kingston, Ontario (the "**Kingston Property**") and, in particular, liabilities that may be incurred in responding to or performing remediation work pursuant to that certain Director's Order (No. 7326-8J4PU3) issued in respect of the Kingston Property dated September 7, 2011 (the "**MOE Order**") against, *inter alia*, NNL and 205.

4. 205 asserts a right to indemnity from NNL in connection with these contingent liabilities pursuant to Section 7.6(b) of an Asset Purchase Agreement by and among Cable Design Technologies (CDT) Canada Inc., Cable Design Technologies Corporation and Northern

Telecom Limited (now NNL) dated December 19, 1995 (the "**APA**" and the "**APA Indemnity**", respectively).

5. In addition, and notwithstanding prior affidavit evidence from the principal of 205 stating no liquidated indemnifiable loss has been incurred under the APA Indemnity, the 205 Receiver has alleged liquidated indemnity claims of 205 pursuant to the APA Indemnity of $198,762.61 in correspondence to the Monitor dated February 23, 2015.

205's Alleged Liquidated Claims are Either Not Supported or Not Indemnifiable (or Both)

6. The 205 Receiver alleges the following liquidated indemnity claims of 205:

   a. $69,495 for "Asbestos Clean-up";

   b. $119,366.74 for the fees and expenses of Miller Thomson LLP ("**Miller Thomson**"); and

   c. $9,900.87 for "other" alleged environmental remediation expenses.

7. Each of these heads of claim is addressed in the paragraphs that follow.

Asbestos Clean-up Claim - $69,495

8. No claim was asserted by 205 in the Proof of Claim for asbestos clean-up; rather the Proof of Claim relates to alleged contingent indemnity rights in connection with the MOE Order, which order relates to the remediation of groundwater contamination, not asbestos.

9. Asbestos is not a Kingston Substance or Current Substance within the meaning of the APA Indemnity.[2]

10. Further and in any event, even if asbestos were a Kingston Substance or Current Substance within the meaning of the APA, there is no proof that any expense incurred by

[2] Capitalized terms used herein and not otherwise defined have the meaning given to them in the APA.

205 in removing the asbestos was imposed under or required pursuant to Evolving Environmental Laws as is required for a Seller Indemnified Cost to be indemnifiable under the APA Indemnity.

11. For the foregoing reasons, the asbestos clean-up claim is disallowed in full.

Miller Thomson LLP Fees and Expenses - $119,364.74

12. As a threshold matter, insufficient support has been provided for these claims given no Miller Thomson invoices and/or dockets have been provided.

13. Further, the accounting entry provided by the 205 Receiver reflects that $54,860.46 of Miller Thomson's fees/expenses were unpaid by 205. Accordingly, the maximum potential Seller Indemnified Cost actually expended by 205 in respect of Miller Thomson fees and expenses is $64,506.28.

14. Miller Thomson has advised its work on behalf of 205 related to three areas:

    a. *Preparation of Proof of Claim* – Any expense incurred by 205 in relation to preparation of the Proof of Claim is not indemnifiable pursuant to the APA Indemnity as it is not a cost that results or arises from the presence or discharge of a Kingston Substance or Current Hazardous Substance. Further and in any event, it is not a cost that was imposed under or required pursuant to Evolving Environmental Law.

    b. *Responding to Nortel's "environmental motion"* – Any expense incurred by 205 in responding to NNL's environmental motion to the CCAA Court is not indemnifiable pursuant to the APA Indemnity as it is not a cost that results or arises from the presence or discharge of a Kingston Substance or Current Hazardous Substance. Further and in any event, it is not a cost that was imposed

under or required pursuant to Evolving Environmental Law. Further, the relief sought by NNL was granted over the opposition of 205; accordingly, even if these costs were indemnifiable under the APA Indemnity (which is expressly denied), 205 would not be entitled to indemnity in the circumstances.

c. *Responding to the MOE Order* – The Monitor admits the reasonable fees and expenses of Miller Thomson in responding to the MOE Order on behalf of 205 are Seller Indemnified Costs to the extent such fees and expenses were actually paid by 205.

15. No information has been provided by the 205 Receiver that separates Miller Thomson's fees and expenses across these three areas of work. However, given the MOE Order was not issued until September 7, 2011, there would be no fees and expenses related to responding to the MOE Order prior to that date.

16. Miller Thomson's invoices after September 7, 2011 total $87,360.46. Of that amount, $54,860.46 was not paid by 205. Accordingly, a maximum of $32,500 could be asserted as the actual amount expended by 205 on account of Miller Thomson's fees and expenses in responding to the MOE Order.

17. The Nortel "environmental motion" was argued on September 19 and 20, 2011. Accordingly, a significant portion of the September 27, 2011 and November 4, 2011 Miller Thomson invoices (totalling approximately $40,000) relates to Miller Thomson's attendance at those hearings.

18. Based on the foregoing, the Monitor admits $15,000 as amounts actually expended by 205 on account of Miller Thomson's reasonable fees and expenses in responding to the

MOE Order on behalf of 205 and disallows the balance of 205's claim as it relates to Miller Thomson's fees and expenses.

Other Expenses - $9,900.87

19. Insufficient support has been provided for these claims (Environmental Contracting Services and Scott Environmental) as no invoices or other evidence in support of the claims have been provided, and there is no ability for the Monitor to independently verify what the expenses relate to.

20. Accordingly, the other expense claims are disallowed in full.

205 Has No Provable Contingent Claim

21. 205 is insolvent and its remaining property (if any) is subject to the control of the 205 Receiver. As such, there is no prospect that 205 will incur any expense in responding to the MOE Order or performing work thereunder as it has no resources to do so.

22. Accordingly any contingent claim of 205 for indemnity for expenses to be incurred in responding to the MOE Order or performing work thereunder is disallowed in full.

23. Further, in light of the Amended & Restated Kingston Property Settlement Agreement between NNL and Taggart (Gardiners) Corporation ("**Taggart**") dated January 23, 2015 and the Agreement re: Kingston Property Settlement and Other Nortel ERT Proceedings among NNL, the Monitor and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change (the "**MOE**") (collectively, the "**Kingston Settlement**"), any contingent claim of 205 for responding to the MOE Order or performing work thereunder is too remote and speculative to be provable as the Kingston Settlement will result in the resolution of environmental impacts at the

Kingston Property and the withdrawal of the MOE Order. In particular, pursuant to the Kingston Settlement:

a. the MOE Order will be withdrawn as against 205;

b. the MOE will accept a remedial action plan (the "**RAP**") to address the environmental impacts at the Kingston Property;

c. Taggart will perform the RAP; and

d. Taggart will provide financial assurance to the MOE in connection with its performance of the RAP as agreed with the MOE.

24. In light of the foregoing circumstances, any contingent claim of 205 against NNL for indemnity in connection with the MOE Order or the Kingston Property is too remote and speculative to be a provable claim against NNL.

25. In the alternative, even if any such contingent claim is not too remote and speculative to be provable, such contingent claim should be valued at $0 (nil).

Proof of Claim Duplicative and Barred by Rule Against Double Proofs

26. In the further alternative, the Proof of Claim as it relates to alleged contingent liabilities in responding to the MOE Order or performing work thereunder is duplicative of other claims filed or asserted against NNL in connection with environmental impacts at the Kingston Property and barred by the rule against double proofs.

General

27. Unless expressly admitted herein, NNL and the Monitor deny all of the allegations set forth in the Proof of Claim and put the 205 Receiver to the strict proof of 205's claims.

28. NNL and the Monitor reserve the right to require delivery of further particulars in respect of the Proof of Claim and to seek full discovery of the 205 Receiver in relation to its claims.

29. NNL and the Monitor reserve the right to amend or supplement this Notice of Disallowance and to deliver further pleadings, evidence and facta in support hereof.

SCHEDULE "B"

DISPUTE NOTICE

For Voting And/Or Distribution Purposes with respect to Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International Corporation and Nortel Networks Technology Corporation (each a "CCAA Applicant" and collectively, the "CCAA Applicants") and/or their respective Officers and Directors

---

Claim Reference Number: _____

Name of CCAA Debtor against which a Claim is asserted: _____

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

_____

_____

(the "Creditor")

Full Mailing Address of the Creditor:

_____

_____

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Creditor from whom you acquired the Claim, if applicable:

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Creditor(s): _____

3. Dispute of Disallowance of Claim:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Disallowance and asserts a Claim as follows:

	Amount, if any, allowed by Monitor in Notice of Disallowance: (in Canadian dollars)	Amount claimed by Creditor: (in Canadian Dollars)[3]
A. Unsecured Prefiling Claim	$	$
B. Secured Prefiling Claim	$	$
C. Section 136 Prefiling Claim	$	$
D. Restructuring Claim	$	$
E. Directors/Officers Claim	$	$
F. Total Claim	$	$

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Disallowance and attach supporting documentation as applicable.)

_____

_____

_____

_____

[3] As calculated in accordance with paragraph 12 of the Claims Procedure Order if original currency amount other than Canadian dollars.

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Disallowance, you must by no later than the date that is fourteen (14) days after the Notice of Disallowance is deemed to have been received by you (in accordance with paragraph 25 of the Claims Resolution Order) deliver to the Monitor this Dispute Notice by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the Claims Resolution Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

ERNST & YOUNG INC.
Court-appointed Monitor of Nortel Networks Corporation & others
222 Bay Street, Suite 2400
Toronto, Ontario
Canada M5K 1J7

Attention: Edmund Yau
Telephone: 1-416-943-2177
E-mail edmund.yau@ca.ey.com
Fax: 1-416-943-3300

DATED this _____ day of _____, 2014.

Name of Creditor: _____

_____ Per: _____
Witness Name:
Title:
(please print)

Exhibit "F"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

Dispute Notice

SCHEDULE "B"

DISPUTE NOTICE

For Voting And/Or Distribution Purposes with respect to Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International Corporation and Nortel Networks Technology Corporation (each a "CCAA Applicant" and collectively, the "CCAA Applicants") and/or their respective Officers and Directors

Claim Reference Number: **1722**

Name of CCAA Debtor against which a Claim is asserted:

Nortel Networks Limited

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

2058756 Ontario Limited
By its Court Appointed Receiver A. John Page & Associates Inc. in its capacity as court appointed receiver
of certain of the property of 2058756 Ontario Limited
100 Richmond Street West, Suite 447
Toronto, ON
M5H 3K6
Attn: John Page
Tel: 1-416-364-4894
Fax: 1-416-364-4869
Email: ajpage@ajohnpage.com

(the "Creditor")

Full Mailing Address of the Creditor: **as above**

Other Contact Information of the Creditor: Counsel to the Creditor

Counsel to the Creditor:
Gardiner Roberts LLP Scotia Plaza
40 King St. W, Suite 3100 Toronto, ON M5H 3Y2
Attn: Jonathan Wigley
Tel: 1-416-865-6655
Fax: 1-416-865-6636
Email: jwigley@gardiner-roberts.com

Telephone Number: See above
Email Address: See above
Facsimile Number: See above
Attention (Contact Person): J.Wigley

2. Particulars of original Creditor from whom you acquired the Claim, if applicable:

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

Have you acquired this Claim by assignment?
Yes: No: ☒
If yes and if not already provided, attach documents evidencing assignment.
Full Legal Name of original Creditor(s):

3. **Dispute of Disallowance of Claim**:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Disallowance and asserts a Claim as follows:

	Amount, if any, allowed by Monitor in Notice of Disallowance: (in Canadian dollars)	Amount claimed by Creditor: (in Canadian Dollars)[1]
A. Unsecured Prefiling Claim	CAD$14,012,049.62	CAD$14,212,049.62
B. Secured Prefiling Claim	$	$
C. Section 136 Prefiling Claim	$	$
D. Restructuring Claim	$	$
E. Directors/Officers Claim	$	$
F. Total Claim	CAD$14,012,049.62	CAD$14,212,049.62

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Disallowance and attach supporting documentation as applicable.)

See Schedule 1 attached

[1] As calculated in accordance with paragraph 12 of the Claims Procedure Order if original currency amount other than Canadian dollars.

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Disallowance, you must by no later than the date that is fourteen (14) days after the Notice of Disallowance is deemed to have been received by you (in accordance with paragraph 25 of the Claims Resolution Order) deliver to the Monitor this Dispute Notice by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the Claims Resolution Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

ERNST & YOUNG INC.
Court-appointed Monitor of Nortel Networks Corporation & others
222 Bay Street, Suite 2400
Toronto, Ontario
Canada M5K 1J7

Attention: Edmund Yau
Telephone: 1-416-943-2177
E-mail edmund.yau@ca.ey.com
Fax: 1-416-943-3300

DATED this 16th day of March, 2015.

Name of Creditor: 2058756 Ontario Limited by its Receiver, A. John Page & Associates Inc. in its capacity as court appointed receiver of certain of the property of 2058756 Ontario Limited

Witness

Name: A.J.Page
Title: President
A. John Page & Associates Inc.
Court appointed Receiver of certain of the assets of 2058756 Ontario Limited

SCHEDULE 1 REASONS FOR DISPUTE OF NOTICE OF DISALLOWANCE BY 2058756 ONTARIO LIMITED ("205")

1. A. John Page & Associates Inc. ("the First Receiver") was appointed as receiver of all of the assets of 205 except for the real property known as 700 Gardiners Road, Kingston ("the Kingston Property") by order of the Honourable Mr. Justice Brown dated June 21, 2012 ("the Initial Order") copy attached.

2. Schwartz Levitsky Feldman Inc. ("the Second Receiver") was appointed receiver of the Kingston Property, including all assets, undertakings, business, leases and receivables and chose in action specifically related thereto by order of the Honourable Mr. Justice Campbell dated October 10, 2012.

3. Some time prior to the appointment of the First Receiver 205 filed a claim in the Nortel CCAA Proceeding for $14,012,049.62 ("the Nortel Indemnity Claim") pertaining to an indemnity given by Nortel relating to environmental contamination at the Kingston Property ("the Nortel Indemnity")

4. By the endorsement of the Honourable Mr. Justice McEwan dated January 6, 2015 (copy attached) it was determined/confirmed that the Nortel Indemnity Claim was an asset of the First Receiver.

5. In the hearing before the Honourable Mr. Justice McEwan it was suggested by counsel for the owner of 205 that the Nortel Indemnity Claim was a valuable asset of 205.

6. The Initial Order provides a stay of, among other things, all rights and remedies affecting the Property of 205. Such stay would presumably apply to the remedies set down in the various orders relating to claims in the Nortel proceedings. The First Receiver is however filing this Dispute Notice within the time period set down by the Monitor in the interests of furthering a resolution of the determination of the amount of 205's claim against Nortel without, hopefully, a need to confirm the impact of the above mentioned stay.

7. The First Receiver is a stranger to the original claim for indemnity. The First Receiver has limited knowledge of that claim and few if any books and records pertaining to the claim at this time. We have been attempting to locate further documentation in that regard but this process takes time.

8. The Nortel Indemnity Claim seems to have two components:

   (a) An unliquidated portion - $14,012,049.62 relating to yet to be incurred clean up and other costs covered by the Nortel Indemnity. The actual cost of a clean up to pristine standards is unknown at this time.

      (i) By Order of the Honourable Mr. Justice Newbould dated March 11, 2015 a settlement was approved between Taggart (Gardiners) Corporation, the ultimate purchaser of the Kingston Property from the Second Receiver and Nortel ("the Kingston Settlement"). By Order of the Honourable Mr. Justice Newbould dated March 11, 2015 an agreement between the Ministry of the Environment and

Nortel was also approved ("the MOE Agreement"). Both of these orders were made after the Monitor had issued its Notice of Disallowance of almost all of the Nortel Indemnity Claim. It seems that the impact of the Kingston Settlement and the MOE Agreement as approved by the Court in the Nortel proceedings removes the claim for the unliquidated portion of the Nortel Indemnity Claim. However, the First Receiver needs to be able to confirm this and then, in light of the strong position set forward by the counsel to the owner of 205, seek the approval of the court in its proceeding to any abandonment, if advised, of the unliquidated portion of the Nortel Indemnity Claim, on notice to the owner of 205 and other interested parties. The First Receiver is proceeding to do that.

(b) A liquidated claim - currently believed to be approximately $200,000.

THE INDEMNIFICATION AGREEMENT

9. The Creditor agrees with paragraphs 2, 3, 4, 5, 6 of the notice of disallowance.

10. The indemnity agreement, referred to in the notice of disallowance the benefit of which has flowed to the appellant, provides for the following;

(a) indemnity with respect to environmental contamination of the Kingston property by Nortel during the time of its occupancy and possession of that property.

(b) In particular, section 7.6(b) of the Indemnity Agreement provides,

(a)

(b) Indemnification by the Seller[2]. The Seller (referred to in this Section 7.6(b) as the "Indemnifying Person") shall indemnify and save harmless the Purchaser and its successors and assigns and its directors, officers, employees, shareholders and agents and their successors and assigns (collectively referred to in this Sectioo 7.6(b) as the 'Indemnified Persons'), or any of them, from and against:

(i) 100% of all Seller Indemnified Costs to the extent resulting or arising from:

(A) any violation of Environmental Laws prior to Closing Date by the Seller or the Business or any person for whom the Seller is in law responsible, but only to the extent such Seller Indemnified Costs are imposed under Evolving Environmental Laws on or before the thirtieth (30th) anniversary of the Closing Date;•

(B) the presence or Discharge of any of the Kingston Substances, but only to the extent such Seller Indemnified Costs are imposed under or required pursuant to Evolving Environmental Laws which is the later of

(1) the thirtieth (30^{th}) anniversary of the

[2] The "Seller" is Nortel. The "Purchaser" is the predecessor in title of 205. The benefit of this agreement has passed to 205.

Closing Date, and

(2) the date upon which either of the following occurs:

a) the Government Entity then with principal jurisdiction over the Remedial Work at the Kingston Property or the presence or Discharge of Substances from, at, on, in or under the Kingston Property provides written confirmation to Seller that it does not object to Seller's determination that no further Remedial Work is required in connection with the Kingston Substances; or

b) an environmental consultant engaged by the Seller and acceptable to Purchaser, acting reasonably, provides a written opinion to the Seller and Purchaser to the effect that, in the opinion of the consultant, the Government Entity with principal jurisdiction *over* the Remedial Work at the Kingston Property or the presence or Discharge of Substances from, at, on, in or under the Kingston Property would not object to Seller's determination that no further Remedial Work is reasonably likely to be required in connection with the Kingston Substances;

(C) the presence or Discharge of any Current Hazardous Substances, other than the Kingston Substances, from, at, on, in or under the Kingston Property on or prior to the Closing Date, but only to the extent such Seller Indemnified Costs are imposed under or required pursuant to Evolving Environmental Laws on or before the thirtieth (30th) anniversary of the Closing Date;

(D) the presence or Discharge of any Substance from, at, on, in or under the Lachine Space or Office Space (except to the extent such presence or Discharge results from the activities or operations of any Indemnified Person conducted *in* the Lachine Space or Office Space), but only

to the extent such Seller Indemnified Costs are imposed under or required pursuant to Evolving Environmental Laws;

(E) the presence or Discharge of any Current Hazardous Substance from, at, on, in or under any location other than the Kingston Property or the Lachine Space, to the extent arising from any act or omission of the Seller or the Business on or prior to the Closing Date, but only to the extent such Seller Indemnified Costs are imposed under or required pursuant to Evolving Environmental Laws; or

(F) the storage, maintenance, inspection, removal, transportation, treatment or disposal of the Current PCB Waste located at or on the Kingston Property on or prior to the Closing Date, but solely to the extent such Seller Indemnified Costs are imposed under or pursuant to Evolving Environmental Laws on or before the thirtieth (30th) anniversary of the Closing Date; and

(ii) Fifty percent (50%) of the Seller Indemnified Costs to the extent resulting or arising from the Discharge or presence of any New Hazardous Substance from, at, on, in or under the Kingston Property or the Lachine Space or the disposal of any New Hazardous Substance at any other location by or on behalf of the Seller, provided that a portion of such New Hazardous Substance was present from, at, on, in or under the same Property, or disposed of by or on behalf of the Seller, at the same location prior to the Closing, but solely to the extent such Seller Indemnified Costs are imposed under Evolving Environmental Laws within ten (10) years from the Closing Date.

Definitions include:

"Current Hazardous Substance" means any material or substance that may impair the quality of any waters, or causes or is likely to cause an 'adverse effect to the land or air for any use which can be made of it and as to which liabilities or standards of conduct are imposed pursuant to Environmental Laws, including any material or substance that is deemed pursuant to any Environmental Law to be "hazardous", "toxic", "deleterious", "caustic", "dangerous", a "contaminant", a "hazardous waste", a "source of contaminant" or a "pollutant."

"Kingston Substances" means the Current Hazardous Substances to the extent identified in the Environmental Reports as being present from, at, on, in or under the Kingston Property at or before the Closing Date.

"New Hazardous Substance" means any material or substance, other than a Current Hazardous Substance, that may impair the quality of any waters, or causes or is likely to cause an adverse effect to the land or air for any use which can be made of it, and as to which liabilities or standards of conduct are imposed pursuant to Evolving Environmental Law, including any material or substance other than a Current Hazardous Substance that is deemed pursuant to any Evolving Environmental Law to be "hazardous", "toxic",

"deleterious", "caustic", "dangerous", a "contaminant", a "hazardous waste", a "source of contaminant" or a "pollution".

"Seller Indemnified Costs" means any and all claims, actions, judgments, orders, suits, losses, damages (excluding foreseeable and unforeseeable consequential damages) liabilities, fines, penalties, costs and expenses (including costs relating to Remedial Work) and reasonable consultants', experts' and legal fees and expenses, all subject to Section 7.6.

"Remedial Work" means environmental studies, investigations, excavations, inspections and/or remediation activities.

"Environment" is defined as the natural environment....air, water, land, organic and inorganic...."

"Evolving Environmental Laws" means all applicable foreign, federal, provincial, municipal or local statutes, regs, bylaws, common law and orders of any government entity....but in each case solely to the extent having the force of law.

THE SPECIFIC CLAIMS

11. The Asbestos Claim

(a) This portion of the claim relates to the building and the removal of asbestos.

(b) The building itself was constructed by Nortel and forms part of the lands for which there is indemnification. The Indemnity Agreement makes no distinction between land and buildings.

(c) Does removal of asbestos fall within "Current Hazardous Substance"?

(i) The answer to that is yes. Under any scenario, asbestos is considered to be a contaminant, hazardous to health and toxic.

(ii) The asbestos was required to be removed. First, Evolving Environmental Laws is a broad area. Second, the Occupational Health and Safety Act regulations contain various requirements for when asbestos must be removed or rendered inert. The work was done in compliance with those requirements. Accordingly the work done in relation to asbestos removal is under "Evolving Environmental Laws"; is a Current Hazardous Substance and indemnification is provided for under sub clauses A, C and E of section 7.6.

(iii) the receiver of 205 is not in possession of the Environmental Reports referred to in the definition of Kingston Substance, and will require that those be produced by Nortel. It is understood that asbestos is an identified contaminant in those Reports and therefore a Kingston Substance for which indemnification is payable.

(d) The cost was incurred and 205 is liable to pay for it. 205 has already paid $34,747.50 of the invoice. The receivership has intervened and a stay imposed has affected the ability of the asbestos removal company to sue for the unpaid balance but the fact remains that 205 is liable to pay and is entitled to claim under the Nortel Indemnity.

(e) The Nortel Indemnity is provided not just in relation to actually paid costs but also costs for which 205 has a liability to pay.

(f) As an example, if a litigant is owed costs on a partial indemnity basis by a defendant, the fact that the costs are unpaid at the time of the court order awarding costs is irrelevant in respect of a claim for indemnity. What matters is the liability to pay.

(g) Upon payment of the indemnified amount, the distribution scheme under the receivership will then apply and, in theory, the unsecured asbestos removal company will share pro rata for the unpaid balance.

(h) The amount of the asbestos claim is $69,495 and has been disallowed in its entirety.

(i) Such information as the First Receiver has in its possession has been provided to the Monitor. Further information as obtained will be provided.

THE LEGAL COSTS CLAIMS

12. Under the provisions of the Indemnity Agreement legal costs expended are compensable.

13. Miller, Thomson was retained by 205 at the relevant time to deal with several areas including the preparation of a proof of claim in the Nortel insolvency, responding to Nortel's environmental matters in the Nortel CCAA and responding to the MOEE order made against 205 and Nortel.

14. The latter component of the Miller, Thomson fees is allowed by the Monitor but quantified at $15,000.

15. The Miller Thomson actual invoices have not been produced as of this time due to the fact that (a) Miller, Thomson claims privilege over them, notwithstanding a request by the First Receiver and (b) searches within 205's records are taking more time than the Monitor has given. The invoices will be produced in due course and submitted. All of these difficulties have been communicated to the Monitor prior to the disallowance.

16. The total of the Miller Thomson invoices is $119,366.74.

17. The First Receiver admits that the component of the Miller Thomson accounts relating to the preparation of the proof of claim submitted in these proceedings is not compensable under the indemnity. The quantum of that is not yet determined and will not be until all the Miller Thomson records are available. The breakdown of the invoices rendered by Miller Thomson from October of 2009 to December 2012 indicating billings of $119,366.74 has already been provided to the Monitor.

18. The First Receiver admits that not all of the Miller Thomson accounts have been paid. For the same reasons as the asbestos claim, the liability to pay exists and accordingly the amount, subject to the Indemnity Agreement is an indemnified claim.

19. "Seller Indemnified Costs" includes legal fees and expenses. Since the indemnity involves 100% of the Seller Indemnified Costs arising out of the matters in section 7.6, the legal costs relating to the environmental orders and the court proceedings are indemnifiable. But for the Nortel contamination of the Kingston property, there would be no need for the indemnity. Accordingly the legal costs arising out of the contamination are included within Seller Indemnified Costs.

20. Only $15,000 of these costs has been allowed by the Monitor.

OTHER EXPENDITURES

21. The Monitor and its counsel, in discussions with the First Receiver prior to the issuance of the Notice of Disallowance, had only asked for the First Receiver to attempt to locate and forward

copies of invoices relating to the asbestos claim and the legal costs claim because of the small amount of the other invoices. However, given the Notice of Disallowance, the First Receiver has made contact with former management of 205 and is now attempting to locate invoices supporting the remaining $9,900.87 of the 205 Nortel Indemnification Claim.

CONTINGENT CLAIM

(a) The contingent claim of 205, as noted above, may be dealt with on motion to the court in the First Receiver's action.

Court File No. CV-12-9740-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 21st DAY
	)	
JUSTICE BROWN	)	OF JUNE, 2012

ICICI BANK CANADA

Applicant

- and -

2058756 ONTARIO LIMITED

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 A. John Page & Associates Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of certain of the assets, undertakings and properties of 2058756 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Lionel Meunier sworn May 31, 2012 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Respondent and BPHL Holdings Limited ("**BPHL**"), and on reading the consent of A. John Page & Associates Inc. to act as the Receiver and the consent of the Debtor and BPHL to this Order,

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 motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, A. John Page & Associates Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, save and except for the real property known municipally as 700 Gardiners Road, Kingston, Ontario, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"). For greater certainty, such proceeds of the Property, shall include all amounts paid and/or payable on or after May 31, 2012 by: (i) Black & Decker Canada Inc.; and/or (ii) Camalor Manufacturing Inc.; to either the Applicant, the Respondent and/or BPHL, or their respective agents, including, without limitation, the following:

(a) a payment made by Black & Decker Canada Inc. ("**B&D**") by cheque dated June 7, 2012 in the amount of $263,064.00 and made payable to Samak Management & Construction Inc. ("**Samak**"), for the benefit of the Respondent and on account of the rent for June, 2012 (the "**June B&D Rent**"); and

(b) a payment made by B&D by cheque for approximately the same amount as in (a) above and made payable to Samak, for the benefit of the Respondent and on account of the rent for July, 2012.

PAYMENT OF CERTAIN PRE-APPOINTMENT PROFESSIONAL FEES

3. THIS COURT AUTHORIZES AND DIRECTS the Receiver to pay out of the June B&D Rent payment, the fees and expenses of: (i) Heath Whiteley as counsel to the Applicant; and (ii) A. John Page & Associates Inc. as reviewer/monitor (in accordance

with its agreements with the Applicant and the Respondent dated September 13, 2011 and May 15, 2012, respectively); up to the date of this Order, as approved by the Applicant and provided for by the terms of the Applicant's security, subject to the right of BHL to challenge the amount paid in any subsequent assessment of the accounts of this receivership.

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor, and nothing herein shall preclude the Receiver from appointing the Debtor as its agent for such purposes;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) with the further approval of the Court, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the

aggregate consideration for all such transactions does not exceed $250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) 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;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) 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

5. 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. All Persons shall inform the Receiver if any of the Records might contain information of third parties that were and remain subject to confidentiality obligations and shall provide the Receiver with details of any such confidentiality obligations. The Receiver shall then keep any such information confidential.

6. 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.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO INTERFERENCE WITH THE RECEIVER

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

EMPLOYEES

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 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.

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 Commercial List 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 $250,000 (or such greater amount as this Court may

by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 Receiver be at liberty to serve 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 electronic 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 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.

26. THIS COURT ORDERS that the Plaintiff, the Receiver, and any party who has filed a Notice of Appearance 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, and the Receiver may post a copy of any or all such materials on its website at www.ajohnpage.com.

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 nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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.

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

JUN 2 1 2012

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that A. John Page & Associates Inc., the receiver (the "**Receiver**") of certain of the assets, undertakings and properties of 2058756 Ontario Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

A. John Page & Associates Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Court File No. CV-12-9740-00CL

B E T W E E N:

ICICI BANK CANADA
Applicant

- AND-

2058756 ONTARIO LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

(PROCEEDING COMMENCED AT TORONTO)

O R D E R
(June 21, 2012)

Heath P.L. Whiteley
(L.S.U.C. No. 38528P)

Tel: (905) 773-7700
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310 Stouffville Road
Richmond Hill, Ontario
L4E 3P4

Lawyer for the Applicant

BPHL HOLDINGS INC. Applicant	-and-	**2058756 ONTARIO LIMITED and MALIK SAJJAD KHALID, as Trustee of THE M.S. KHALID FAMILY TRUST** Respondents

Court File No. CV12-9818-00CL

6 Jan 15

Reasons released today as per attached handwritten endorsement. order to go as per more reasons.

MCE

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

MOTION RECORD

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Lawyers for Taggart (Gardiners) Corporation

6 Jan 15

M. Reich - BPHL
R. English - Taggart
A. Apps - Khalid
M. Faieta - Quen
J. Wigle - First Receiver
C.B Mora - Second Receiver

BPHL Holdings Inc v. Khalid
CV-12-9818-OOCL

Taggart brings this motion seeking a declaration that the Nortel Indemnities, as described in the motion materials, vested in Taggart pursuant to orders made in this proceeding including the Approval and Vesting Order - as well as the 2013 transaction Taggart entered into with the Second Receiver.

Since there is urgency surrounding this dispute I am providing my reasons by way of a handwritten endorsement.

Currently, Taggart has entered into an agreement with Nortel and its court-appointed Monitor, subject to Court approval, in full and final settlement of any claim that Taggart may have in relation to environmental indemnifications provided in the past by Nortel - the aforementioned Nortel Indemnities.

Over time the Nortel Indemnities, and the property to which they are attached ("the Kingston property"), became owned by 2058756 Ontario Limited ("205"), in 2005.

In 2011, the MOE issued a remediation order - subsequent to this 205 began to experience financial difficulties and two Receivers were appointed.

The First Receiver, A. John Page + Associates, was appointed by order of D. Brown J. dated June 21/12 The First Receiver was appted. receiver of all assets, undertakings and properties of 205 save and except for the Kingston property, including all proceeds therefrom (amongst other orders).

Campbell J, on Oct 10/12, appointed the Second Receiver Schwartz, Levitsky Feldman Inc as receiver of the Kingston property including all assets, undertakings businesses, leases and receivables and choses in action specifically relating thereto, (amongst other orders)

D. Brown J, on July 18/13, approved the 2013 Agreement of Purchase and Sale between the Second Receiver and Taggart delivering 205's right, title and interest in the Kingston property as defined in the APS.

A dispute has arisen between Taggart and the Kalalid Respondents ('Khalid') as to who owns the Nortel Indemnities and whether they were subsumed in the Order of Brown J appointing the First Receiver or whether they were subsumed in the second order of Campbell J. appointing the Second Receiver.

At the hearing of the motion the MOE (Qwen), Nortel and the Monitor supported Taggarts' position. BPHL supported Khalids' position.

(3)

The Receivers took no position although the First Receiver submitted that it understood that the Nortel Indemnities were part and parcel of its mandate.

The Second Receiver did not provide its position at the motion. Since I thought it important to obtain its view I ordered it to provide same, which it did by way of a Fourth Report. I then allowed interested parties to provide further submissions in writing, which they have done.

I have reviewed all of the original and supplementary submissions.

For the reasons below I dismiss the motion.

Both parties - Taggart and Khalid - agree that the Nortel Indemnities are an asset. Taggart also concedes that they do not automatically run with the land and that the terms of both the D. Brown J and Campbell J orders would include the Nortel Indemnities.

Taggart essentially submits, however, that while the D. Brown J. order would have "covered" the Nortel Indemnities it did not impede the ability of the Courts to grant the relief in the Campbell J. order and the ensuing vesting order which Taggart submits includes the Nortel Indemnities. Taggart's primary reasoning is that when one looks at the business efficacy of what

was being attempted in the Orders it would make no sense for Taggart to obtain an environmentally-challenged property without the rights associated with it.

Taggart further submits that 205, being in receivership, cannot trigger the indemnity; that the First Receiver would only be holding the Nortel Indemnities to sell them to someone who would do the actual cleanup; and, therefore if 205 retained the indemnities it would not necessarily result in the remediation of the Kingston property but rather an opportunity for 205 to "shake down" Taggart.

Khalid essentially takes the position that Taggart cannot sell what it never had and the First Receiver is the receiver of the Nortel Indemnities. It also submits that the first order was made on notice to all parties and there was no opposition. It further submits that the Nortel Indemnities are a valuable asset and thus of import to 205.

As noted, the First Receiver was of the view that it was to deal with the Nortel Indemnities. Significantly, in my view, the Second Receiver in its Fourth Report is of the same view. The Second Receiver, in the Report, also sets out the context in which the APS with Taggart was negotiated.

The Second Receiver is of the opinion that it did not acquire the Nortel Indemnities. It is of the view that they were within the jurisdiction of the First Receiver; that they were not sold to Taggart; and that they were not discussed prior to the issuance of the Vesting Order. The Second Receiver further advises that the Nortel Indemnities were not marketed by it, nor were any proceeds allocated to the Nortel Indemnities.

In all of the above circumstances I do not find that there was any uncertainty between the Receivers as to the ownership of the Nortel Indemnities as alleged by Taggart.

I am also of the view that there is no conflict between the orders of D. Brown J and Campbell J. In light of their wording they can live together harmoniously with the Nortel Indemnities remaining with the First Receiver.

I do not deny that, overall, it would be practical to have the Nortel Indemnities subsumed in Campbell J's order as it would aid in remediation. The terms of the initial Order of D. Brown J, however, capture the Nortel Indemnities and they are not later released in the subsequent Orders. This is in keeping with the belief of both Receivers, and ∴ there is no ambiguity as submitted by Taggart.

(6)

Further, although perhaps somewhat cumbersome to deal with, the Nortel Indentures are an asset of some value, perhaps significantly so, to 205.

For all these reasons the motion is dismissed. Given the novel issue involved there shall be no order as to costs.

McEwen J.

Exhibit "G"

Sixth Report of A. John Page & Associates Inc. Court Appointed Receiver of Certain Assets of 2058756 Ontario Limited Dated March 23, 2015

Extract from Nortel CCAA Proceedings Claims Resolution Order

File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 16TH
	)	
JUSTICE MORAWETZ	)	DAY OF SEPTEMBER, 2010

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION (the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

CLAIMS RESOLUTION ORDER

THIS MOTION, made by the Applicants for an Order substantially in the form included in the Applicants' Amended Motion Record, was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Applicants' Notice of Motion dated June 8, 2010, the Applicant's Amended Notice of Motion dated September 10, 2010, the affidavit of John Doolittle sworn on June 7, 2010, the supplemental affidavit of John Doolittle dated September 10, 2010, the forty-eighth report of the Monitor dated June 8, 2010, the fifty-third report of the Monitor dated September 13, 2010, and on hearing the submissions of counsel for the Applicants, the Monitor, and those other parties present, no one appearing for the other parties served with the Applicants'

deemed to have received the Notice of Disallowance in accordance with paragraph 25 of this Order. The filing of a Dispute Notice with the Monitor within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 19 to 22 hereof.

18. THIS COURT ORDERS that where a Creditor that receives a Notice of Disallowance fails to file a Dispute Notice with the Monitor within the time period provided therefore in paragraph 17 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

RESOLUTION OF CLAIMS

19. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice to the Monitor, the Creditor and the Monitor, in consultation with the Applicants, shall attempt to resolve and settle the Creditor's Claim.

20. THIS COURT ORDERS that in the event that a dispute raised in a Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may refer the dispute to a Claims Officer for determination, or in the alternative may in its sole discretion bring the dispute before the Court for determination. If the Monitor refers the dispute to a Claims Officer for determination, then (i) the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claims Officer's determination of a Creditor's Claim, and (ii) the provisions of paragraphs 21 and 22 of this Order shall apply to the determination of the

Claims Officer. For greater certainty, the Claims Officer may require written submissions, and may limit submissions to written submissions, at the Claims Officer's discretion.

21. THIS COURT ORDERS that the Claims Officer shall as soon as is practicable, and in any event by no later than (i) thirty (30) days from the closing of submissions (whether written or oral or both), or (ii) such other date as the Claims Officer may order, notify the Creditor, the Monitor and the Applicants in writing of the Claims Officer's determination of the amount and status of such Creditor's Claim.

22. THIS COURT ORDERS that the Claims Officer's determination of any Creditor's Proven Claim shall be final and binding, unless within ten (10) days of the delivery of the Claims Officer's determination, the Applicants, the Monitor or the Creditor has filed with this Court an appeal, by way of Notice of Motion, of the Claims Officer's determination.

23. THIS COURT ORDERS that with respect to Specific Claims, the procedures set out in paragraphs 13 through 22 hereof are expressly subject to paragraphs 7 and 8 of this Order.

PROTECTIONS FOR MONITOR

24. THIS COURT ORDERS that (i) in carrying out the terms of this Order and the Cross-Border Claims Protocol, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, the August 14, 2009 Order and the Claims Procedure Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out

Exhibit "H"

Sixth Report of A. John Page & Associates Inc.
Court Appointed Receiver of Certain Assets
of 2058756 Ontario Limited
Dated March 23, 2015

Statement of Receipts and Disbursements

2058756 Ontario Limited - Statement of Receipts and Disbursements - ETD:10

21/06/2012 through 23/03/2015 (Cash Basis)

Category Description	21/06/2012-23/03/2015
INCOME	
Other Income	197.52
Property Tax Refund	582,232.37
Receivables	295,475.47
Rent	1,085,067.59
Sale of Real Estate	2,000,000.00
Utility Recharge	167,314.12
TOTAL INCOME	**4,130,287.07**
EXPENSES	
Advance to Samak	5,000.00
Cleaning	1,801.29
Consultant Fees	19,000.54
HST Control	13,613.44
HST Input	1,523.17
Insurance	63,867.36
Landscaping	8,070.00
Larlyn Property Management	29,272.62
Legal Fees	135,644.06
Miscellaneous	4,237.12
OSB Fees	70.00
Payment to Secured Creditor	1,270,000.00
Pre-Appointment Fees	125,000.00
Pre-Receivership Suppliers	14,965.41
Property Taxes	1,156,393.06
Real Estate Commission	75,000.00
Receiver's Fees	408,162.84
Repairs and Maintenance	8,624.58
Samak Management Fees	22,704.16
Samak Payroll	29,750.00
Snow Ploughing	24,499.98
Utilities	472,889.00
TOTAL EXPENSES	**3,890,088.63**
OVERALL TOTAL	**240,198.44**