

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE *HAINES*

)
)
)

THURSDAY, THE 1ST
DAY OF DECEMBER, 2016

SALUS CAPITAL PARTNERS, LLC

Applicant

and

FOREVER JEWELLERY INC.

Respondent



APPLICATION UNDER SUBSECTIONS 47(1) AND 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER

(TERMINATION OF INTERIM RECEIVERSHIP AND FEE APPROVAL)

THIS MOTION, made by Richter Advisory Group Inc. (“**Richter**”), in its capacity as the Court-appointed interim receiver (the “**Interim Receiver**”) of all of the assets, undertakings and properties of Forever Jewellery Inc. (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 first report of the Interim Receiver dated November 25, 2016, and the appendices thereto (the “**First Report**”), and on hearing the submissions of counsel for the Interim Receiver, counsel for the Applicant, and such other counsel who were present, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of Rosalie Galang sworn November 25, 2016, filed:

SERVICE & DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein be and is hereby abridged and the service thereof validated so that the Motion is properly returnable today.

2. THIS COURT ORDERS that capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed thereto in the First Report.

ACTIVITIES OF INTERIM RECEIVER

3. THIS COURT ORDERS that the First Report, and the activities of the Interim Receiver referred to therein, be and are hereby approved.

4. THIS COURT ORDERS that the Interim Receiver's statement of receipts and disbursements referred to in the First Report be and is hereby approved.

FEES AND DISBURSEMENTS

5. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver for the period June 27, 2016 to June 30, 2016, as set out in the First Report and described in the affidavit of Clark Lonergan sworn November 25, 2016, be and are hereby approved.

6. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver's counsel, Fasken Martineau DuMoulin LLP, for the period June 27, 2016 to June 30, 2016, as set out in the First Report and described in the affidavit of Stuart Brotman affirmed November 25, 2016, be and are hereby approved.

TERMINATING INTERIM RECEIVERSHIP

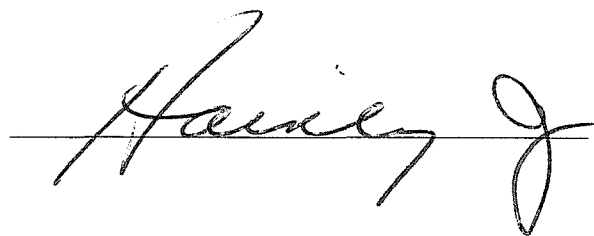
7. THIS COURT ORDERS that upon the Interim Receiver filing a certificate substantially in the form attached hereto as Schedule "A" (the "**Interim Receiver's Discharge Certificate**") certifying that it has completed the activities in connection with the Interim Receivership proceedings described in the First Report, the Interim Receiver shall be discharged as Interim Receiver of the undertaking, property and assets of the Debtor effective as of the date and time set out in the Interim Receiver's Discharge Certificate (the "**Interim Receivership Termination Time**"), provided however that notwithstanding its discharge herein (a) the Interim Receiver shall remain Interim Receiver for the performance of such incidental duties as may be required to complete the administration of the Interim Receivership herein, and (b) the Interim Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Richter in its capacity as Interim Receiver.

8. THIS COURT ORDERS AND DECLARES that Richter be and is hereby released and discharged from any and all liability that Richter now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Richter while acting in its capacity as Interim Receiver herein, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part. Without limiting the generality of the foregoing, Richter is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within Interim Receivership proceedings, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part.

9. THIS COURT ORDERS that the Interim Receiver's Charge and the Interim Receiver's Borrowing Charge (as defined in the Interim Receivership Order) shall be and are hereby terminated, released and discharged at the Interim Receivership Termination Time.

GENERAL

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



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

DEC 0-1 2016

PER / PAR: 

SCHEDULE "A"

Court File No CV-16-11439-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

SALUS CAPITAL PARTNERS, LLC

Applicant

and

FOREVER JEWELLERY INC.

Respondent

APPLICATION UNDER SUBSECTIONS 47(1) AND 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

INTERIM RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

A. Richter Advisory Group Inc. was appointed as Court-appointed interim receiver (the "**Interim Receiver**") of all of the assets, undertakings and properties of Forever Jewellery Inc. (the "**Debtor**"), acquired for or used in relation to a business carried on by the Debtor pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 27, 2016 (the "**Interim Receivership Order**");

B. Pursuant to an Order of the Court dated December 1, 2016 (the "**Interim Receivership Termination Order**"), the Interim Receiver shall be discharged as Interim Receiver of the undertaking, property and assets of the Debtor upon the filing of this Interim Receiver's Discharge Certificate with the Court;

C. Unless otherwise indicated herein, capitalized terms used in this Interim Receiver's Discharge Certificate shall have the meanings ascribed thereto in the Interim Receivership Termination Order.

THE INTERIM RECEIVER CERTIFIES the following:

1. The Interim Receiver has completed the activities in connection with the Interim Receivership proceedings described in the First Report.

ACCORDINGLY, the Interim Receivership Termination Time as defined in the Interim Receivership Termination Order has occurred.

DATED at Toronto, Ontario at _____[TIME] on this ____ day of _____, 20__.

RICHTER ADVISORY GROUP INC.,
solely in its capacity as Court-appointed
Interim Receiver of FOREVER
JEWELLERY INC. and not in its personal
capacity

By: _____

Name:

Title:

SALUS CAPITAL PARTNERS, LLC

Applicant

- and -

FOREVER JEWELLERY INC.

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**ORDER
(Re: TERMINATION OF INTERIM
RECEIVERSHIP AND FEE APPROVAL)**

FASKEN MARTINEAU DUMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC# 43430D)

Tel: 416 865 5419
Fax: 416 364 7813
sbrotman@fasken.com

Dylan Chochla (LSUC# 62137I)

Tel: 416 868 3425
Fax: 416 364 7813
dchochla@fasken.com

Lawyers for Richter Advisory Group Inc., in its capacity as the
Court-appointed Interim Receiver