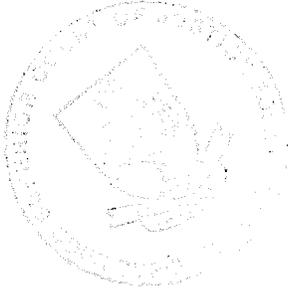


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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  
(DISTRIBUTION AND TERMINATION OF RECEIVERSHIP)**

THIS MOTION, made by Richter Advisory Group Inc. (“**Richter**”), in its capacity as the Court-appointed receiver (in such capacity, the “**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 Receiver dated November 25, 2016, and the appendices thereto (the “**First Report**”), and on hearing the submissions of counsel for the 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.

### **DISTRIBUTION**

3. THIS COURT ORDERS that the Receiver be and is hereby authorized and directed to remit the amount of \$37,977 to Richter, in its capacity as interim receiver of the Debtor (in such capacity, the “**Interim Receiver**”), in payment of the amount by which the disbursements incurred by the Interim Receiver exceeded the Interim Receiver’s receipts.

4. THIS COURT ORDERS that the Receiver be and is hereby authorized and directed to distribute to Salus Capital Partners, LLC (“**Salus**”), in partial satisfaction of the indebtedness owed to it by the Debtor: (a) the amount of \$200,000, and (b) such further amounts as the Receiver may determine from time to time are available for distribution to Salus, without further Order of the Court, until the Receivership Termination Time (as defined below), provided the aggregate distributions to Salus do not exceed the indebtedness owed to it by the Debtor.

### **ACTIVITIES OF RECEIVER**

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

6. THIS COURT ORDERS that the Receiver’s statement of receipts and disbursements referred to in the First Report be and are hereby approved.

### **FEEES AND DISBURSEMENTS**

7. THIS COURT ORDERS that the fees and disbursements of the Receiver for the period June 30, 2016 to November 18, 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.

8. THIS COURT ORDERS that the fees and disbursements of the Receiver’s counsel, Fasken Martineau DuMoulin LLP (“**Fasken**”), for the period June 30, 2016 to September 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.

9. THIS COURT ORDERS that anticipated further fees and disbursements of the Receiver and Fasken in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings, estimated not to exceed \$40,000 (excluding HST), all as set out in the First Report, be and are hereby approved, and that the Receiver and Fasken shall not be required to pass their accounts in respect of any further activities in connection with the administration of these receivership proceedings provided the fees and disbursements of the Receiver and Fasken do not exceed the all-inclusive aggregate amount of \$40,000 (excluding HST).

### **TERMINATING RECEIVERSHIP**

10. THIS COURT ORDERS that upon the Receiver filing a certificate substantially in the form attached hereto as Schedule "A" (the "**Receiver's Discharge Certificate**") certifying that the distributions set out in paragraphs 3 and 4 of this Order have been made and that it has completed the other activities in connection with the Receivership proceedings described in the First Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor effective as of the date and time set out in the Receiver's Discharge Certificate (the "**Receivership Termination Time**"), provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the Receivership herein, and (b) the 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 Receiver.

11. 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 Receiver herein, save and except for any gross negligence or wilful misconduct on the 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 Receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

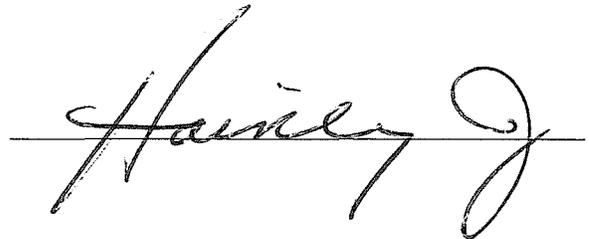
12. THIS COURT ORDERS that the Receiver's Charge and the Receiver's Borrowing Charge (as defined in the Receivership Order) shall be and are hereby terminated, released and discharged at the Receivership Termination Time.

**ASSIGNMENT IN BANKRUPTCY**

13. THIS COURT ORDERS that the Receiver be and is hereby empowered and authorized, but not obligated, to file an assignment in bankruptcy for and on behalf of the Debtor naming Richter as trustee in bankruptcy (in such capacity, the "Trustee"), and to take any steps reasonably incidental thereto, and upon the appointment of the Trustee, the Receiver shall pay to the Trustee the amount of \$16,950 (inclusive of HST) in payment of the anticipated fees and disbursements of the Trustee and its counsel in connection with the administration of the Debtor's bankruptcy proceedings.

**GENERAL**

14. 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 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.



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

DEC 01 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**

**RECEIVER'S DISCHARGE CERTIFICATE**

**RECITALS**

A. Richter Advisory Group Inc. was appointed as Court-appointed receiver (the "**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 30, 2016 (the "**Receivership Order**");

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

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

**THE RECEIVER CERTIFIES** the following:

1. The distributions contemplated at paragraphs 3 and 4 of the Receivership Termination Order have been made; and

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

**ACCORDINGLY**, the Receivership Termination Time as defined in the 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  
Receiver of FOREVER JEWELLERY INC.  
and not in its personal capacity

By: \_\_\_\_\_

Name:

Title:

SALUS CAPITAL PARTNERS, LLC

Applicant

- and -

FOREVER JEWELLERY INC., *et al.*

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced in Toronto**

**ORDER  
(Re: DISTRIBUTION AND TERMINATION OF  
RECEIVERSHIP)**

**FASKEN MARTINEAU DUMOULIN LLP**

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