

Court File No.: CV-23-00703933-00CL

**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 QUALITY RUGS OF CANADA LTD AND THE OTHER COMPANIES
LISTED IN SCHEDULE A ATTACHED HERETO**

Applicants

**FOURTH REPORT TO THE COURT OF
RSM CANADA LIMITED, IN ITS CAPACITY AS MONITOR OF THE APPLICANTS**

NOVEMBER 17, 2023

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I. INTRODUCTION

1. On August 25, 2023, Quality Rugs of Canada Limited and the other companies listed in Schedule A attached hereto (collectively referred to herein as “**QSG**” or the “**Applicants**” or the “**Companies**”) sought and obtained an initial order (the “**Initial Order**”), under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The Companies’ proceedings pursuant to the CCAA are referred to herein as the “**CCAA Proceedings**”.
2. The Initial Order, among other things:
 - (a) appointed RSM Canada Limited (“**RSM**”) as monitor (in such capacity, the **Monitor**);
 - (b) granted a Stay of Proceedings against the Companies and Directors and Officers (as those terms are defined in the Initial Order) for the period to and including September 5, 2023 (the “**Stay Period**”);
 - (c) approved a debtor-in-possession credit facility (the “**DIP Facility**”) from Ironbridge Equity Partners IV LP and Ironbridge Equity Partners (International) IV, LP (collectively, the “**DIP Lender**”) pursuant to which, among other things, the DIP Lender would provide an initial amount of up to \$3,500,000 in accordance with the Cash Flow Forecast (as defined in the Monitor’s First Report) to be advanced during the initial 10 days of the CCAA; and
 - (d) granted the Administration Charge, Directors’ Charge, DIP Lenders’ Charge, Financial Advisor’s Charge and Lien Charge (all defined in the Initial Order).
3. On September 5, 2023, the Initial Order was amended and restated (the “**ARIO**”), which, *inter alia*: (i) extended the Stay Period to October 31, 2023; and (ii) provided for borrowings under the DIP Facility to be increased to but not exceed \$7 million, unless permitted by further order of the Court. A copy of the ARIO is attached hereto as **Appendix “A”**.

4. On September 22, 2023, the Court issued an Endorsement (the “**September 22nd Endorsement**”) addressing a letter sent to builder customers of QSG dated August 16, 2023 by Labourers’ International Union of North America, Local 183 (“**LiUNA 183**”) and the status of QSG’s various remittance payments thereto, including that: (a) QSG was fully paid up in respect of the remittances payable to LiUNA 183; and (b) builder customers should continue to remit accounts payable amounts to QSG in the ordinary course of business. A copy of the September 22nd Endorsement is attached hereto as **Appendix “B”**.
5. On September 28, 2023, the Court issued an Endorsement (the “**September 28th Endorsement**”) setting out that: (a) LiUNA 183’s holdback issue is adjourned to October 5, 2023; (b) the sale approval motion is rescheduled to be heard on October 18, 2023; and (c) the Monitor’s counsel shall keep the Court apprised of progress of those matters currently under negotiation (LRO and holdback issues). A copy of the September 28th Endorsement is attached hereto as **Appendix “C”**.
6. On October 5, 2023, a hearing was held with respect to the holdback matters as between the Unions and the Applicants and the Court issued an Endorsement in this regard (the “**October 5th Endorsement**”). A copy of the October 5th Endorsement is attached hereto as **Appendix “D”**.
7. On October 13, 2023, a hearing was held in respect of the delay in finalizing a Lien Regularization Order and the Court issued an Endorsement in this regard (the “**October 13th Endorsement**”). A copy of the October 13th Endorsement is attached hereto as **Appendix “E”**.
8. On October 27, 2023, a case conference was held upon the request of Waygar Capital Inc. (“**Waygar**”) during which, *inter alia*, the various delays in relation to finalization of a Lien Regularization Order and completion and execution of definitive documents in respect of an asset purchase agreement were discussed. The Court issued an Endorsement in this regard (the “**October 27th Endorsement**”). A copy of the October 27th Endorsement is attached hereto as **Appendix “F”**.

9. On October 30, 2023, the Monitor was informed by the potential purchaser of QSG's assets that the transaction would not be proceeding. The Monitor issued its Third Report dated October 30, 2023 (the "**Third Report**"). A copy of the Third Report, without appendices, is attached hereto as **Appendix "G"**.
10. On October 31, 2023, the Court issued an Endorsement (the "**October 31st Endorsement**") (i) appointing the Fuller Landau Group Inc. ("**FLGI**") as receiver (the "**Receiver**") over the assets and undertakings of QSG on the basis of a "bare bones" receivership order to be submitted to the Court, and (ii) extended the stay of proceedings in the CCAA Proceedings until November 24, 2023 pending a hearing to address various transition issues. A copy of the October 31st Endorsement is attached hereto as **Appendix "H"**.
11. On November 2, 2023, the Court issued a further Endorsement (the "**November 2nd Endorsement**"), which clarified certain issues relating to priority of the various Court-ordered charges. A copy of the November 2nd Endorsement is attached hereto as **Appendix "I"**.
12. On November 8, 2023, the Court issued Orders dated October 31, 2023: (i) extending the Stay Period in the CCAA Proceedings to November 24, 2023 and narrowing the mandate of the Monitor (the "**Stay Extension Order**"); and (ii) formally appointing the Receiver and setting out the powers and duties of the Receiver (the "**Receivership Order**"). Copies of the Stay Extension Order and Receivership Order are attached hereto as **Appendix "J"** and **Appendix "K"**, respectively.
13. Copies of the various materials pertaining to the CCAA Proceedings are available on the Monitor's website at <http://www.rsmcanada.com/quality-sterling-group> (the "**Monitor's Website**").

Purpose of Report

14. The purpose of this fourth report of the Monitor (the "**Fourth Report**") is to provide the Court with information pertaining to:
 - (a) the activities of the Monitor and its counsel since August 4, 2023;

- (b) correspondence received by QSG from Canada Revenue Agency (“**CRA**”) in respect of its proposal to reverse certain input tax credits (“**ITC**”), which may result in an HST liability for certain of the Applicants and the appropriateness of continuing the Director’s Charge;
- (c) the Administration Charge and the Financial Advisor’s Charge (as defined in the ARIO);
- (d) funds held by the Monitor in separate accounts for the members of LiUNA 183 and the Carpenters’ Union pursuant to the October 5th Endorsement (the “**Union Reserve Funds**”), to request that such Union Reserve Funds be paid to the Receiver;
- (e) the remaining tasks to be completed by the Monitor in these CCAA Proceedings; and
- (f) the Monitor’s motion returnable on November 24, 2023 (the “**Monitor’s Motion**”) seeking an order:
 - (i) approving the fees and disbursements of the Monitor and its counsel as described in this Fourth Report and as detailed in the affidavit of Arif Dhanani sworn November 17, 2023 (the “**Dhanani Affidavit**”) and in the affidavit of Robert J. Chadwick sworn November 17, 2023 (the “**Chadwick Affidavit**”);
 - (ii) approving the Pre-Filing Report, the Supplemental Pre-Filing Report, the Second Supplemental Pre-Filing Report, the First Report, the Second Report, the Third Report and the Fourth Report (together the “**Reports**”) and the activities of the Monitor as set out therein;
 - (iii) directing the Monitor to turn over the Union Holdback Funds to the Receiver to be held under the October 5th Endorsement pending further order of the Court in the receivership proceedings;
 - (iv) providing for the discharge of RSM Canada Limited as the Monitor upon further order of the Court; and

- (v) Providing for the granting of a release to the Monitor and its counsel (the “**Released Parties**”) to be effective upon the discharge of the Monitor.

Terms of Reference

15. In preparing the Fourth Report and making the comments herein, the Monitor has relied upon unaudited financial information, books and records and financial information prepared by the Applicants, discussions with, among others, QSG management and staff, counsel to Ironbridge Equity Partners Management Limited (“**Ironbridge**”), QSG and the Monitor, the Fuller Landau Group in its capacities as financial advisor to Waygar and Receiver, the Receiver’s independent legal counsel, Waygar’s counsel, and discussions and correspondence with counsel for various lien claimants and other stakeholders (collectively, the “**Information**”).
16. Certain of the information contained in the Fourth Report may refer to, or is based on, the Information. Since the Information has been provided by other parties or was obtained from documents filed with the Court in this matter, the Monitor has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the *Chartered Professional Accountants Canada Handbook*. Accordingly, the Monitor expresses no opinion or other form of assurance in respect of the Information.
17. Capitalized terms not otherwise defined herein are as defined in the pre-filing reports of RSM, the First Report, the Second Report, the Third Report, the various Orders of the Court and other documentation filed in respect of the CCAA Proceedings, which can be found on the Monitor’s Website.
18. Unless otherwise stated, all dollar amounts contained in the Fourth Report are expressed in Canadian dollars.

II. ACTIVITIES OF THE MONITOR AND ITS COUNSEL

19. The activities of the Monitor and its counsel in these CCAA Proceedings are set out in detail in the invoices attached to the Dhanani Affidavit and the Chadwick Affidavit. A summary of these activities is set out below:

- drafting, finalizing and serving the Monitor's Pre-Filing Report, Supplemental Pre-Filing Report, Second Supplemental Pre-Filing Report, the First Report, the Second Report, the Third Report and the Fourth Report;
- preparing for and attending in Court on August 4, 18, 23 and 25, 2023; September 5, 12, 22 and 28, 2023; and October 5, 13, 27 and 31, 2023;
- assisting QSG with completion and finalization of the cash flow attached to the Monitor's Pre-Filing Report;
- liaising with FLGI, in its capacity as Advisor, and QSG regarding various matters, including QSG's receipts and disbursements, critical payments, installations to be completed and DIP funding to be made available to QSG;
- assisting QSG with completion and finalization of the cash flow attached to the DIP Term Sheet;
- corresponding and attending meetings with counsel to the Applicants to discuss operations and issues raised by customers and suppliers;
- monitoring the Applicants' receipts and disbursements;
- liaising with Alvarez & Marsal Canada ULC (the "**Financial Advisor**") in respect of the proposed transaction with the Purchaser;
- updating the Monitor's Website as necessary, including posting copies of all related documents and materials in connection with the CCAA Proceedings to date;
- placing advertisements in the Globe and Mail notifying stakeholders of the CCAA Proceedings;

- preparing and sending out notice of the CCAA Proceedings to QSG's creditors;
- assisting QSG with preparation of its cash flow variance reports for 8 weeks through the CCAA Proceedings, which variance reports were sent to Ironbridge and FLGI;
- corresponding and discussing with numerous suppliers and customers of QSG and their counsel to discuss the CCAA Proceedings and facilitate the ongoing supply of materials and labour and payment of accounts receivable;
- attending to various calls and meetings with counsel to LiUNA 183 and the Carpenters' Union to address various union matters, including attending various meetings with QSG's labour counsel;
- attending numerous calls and meetings with Applicants' counsel, Ironbridge's counsel and lien claimants' counsel to discuss a form of Lien Regularization Order ("**LRO**");
- maintained a master chart of all lien notices submitted under the Amended and Restated Initial Order ("**ARIO**") and requested from every such lien claimant detailed information to support its claims;
- provided the Receiver with complete copies of all responses received from lien claimants in support of their claims;
- assisting the Applicants' counsel by reviewing and commenting on various Court documents, including affidavits and orders;
- completing a security opinion on the validity and enforceability of Waygar's security in Ontario and obtaining perfection opinions from counsel in each of Nova Scotia, Alberta and British Columbia;
- reviewing correspondence from CRA regarding its proposal to reverse various ITCs and discussing same with QSG and its counsel;
- corresponding with counsel to Waygar on numerous matters;

- corresponding with counsel to Ironbridge on various matters related to the status of ongoing projects, issues with the unions, issues with the lien claimants (including in respect of the draft LRO), and issues regarding the proposed asset purchase agreement and related court orders;
- corresponding with the Court to provide periodic status updates on various matters;
- attending calls and corresponding with the Receiver and its counsel to assist with transition matters; and
- reviewing correspondence and requests from counsel to various stakeholders in relation to the Court attendance on November 24, 2023 and responding thereto, where appropriate.

III. CANADA REVENUE AGENCY

20. On October 16, 2023, each of Quality Rugs of Canada (“**QRC**”), Timeline Floors Inc. (“**TFI**”) and Malvern Contract Interiors Limited (“**MCI**”) received proposals from CRA (collectively, the “**Proposals**”) to reverse ITCs previously claimed by QSG for its accounts payable that had not been paid as at the date of the Initial Order. A copy of the Proposals are attached hereto as **Appendix “L”**.
21. In summary, the Proposals indicate that CRA proposes to increase the tax payable by the amount of GST/HST owed on taxable supplies that were received where the tax was not actually paid to the respective suppliers (i.e. a reversal of ITCs claimed by each company), as follows:
 - (a) for QRC - \$1,902,992.81
 - (b) for TFI - \$91,770.33
 - (c) for MCI - \$133,331.58
22. CRA provided each of QRC, TFI and MCI until November 16, 2023 to provide any information or representations for consideration as it relates to the Proposals.

23. Counsel to the Applicants sent to CRA a letter dated October 30, 2023 setting out various objections to the Proposals (the “**Objections Letter**”), including that:
- (a) no reassessment is legally permitted at this time;
 - (b) the reassessment is not appropriate nor correct in law;
 - (c) the reassessment is premature;
 - (d) AR write downs could be substantial and cancel out any reassessment deriving from unpaid AP;
 - (e) other issues; and
 - (f) a reservation of rights.

A copy of the Objections Letter is attached hereto as **Appendix “M”**.

24. CRA may dismiss the Objections Letter and continue to pursue a GST/HST re-assessment against each of QRC, TFI and MCI, which reassessments may result in the personal liability of the directors of each company.
25. In addition, on November 16, 2023, counsel for the Applicants provided the Monitor and the Receiver with a letter submitted by the Applicants to their insurer on October 27, 2023 notifying the insurer of a number of potential claims against the officers and directors of the Applicants (the “**Insurer Letter**”). A copy of the Insurer Letter is attached hereto as **Appendix “N”** .
26. Counsel for the Applicants and for the directors and officers of the Applicants has expressed concern that there may be personal liability for the directors of each entity, and has advised that they will object to a discharge of the Directors’ Charge.
27. In the circumstances, until a determination can be made whether there is personal liability, the Monitor believes that it would be appropriate to maintain the Directors’ Charge in some form.

IV. ADMINISTRATION CHARGE AND FINANCIAL ADVISORS’ CHARGE

28. The ARIO granted an Administration Charge of \$750,000 to secure the fees and disbursements incurred in connection with services rendered by counsel to the

Applicants, the Monitor, counsel to the Monitor and the Financial Advisor (in respect of its monthly fees), for the period from August 18, 2023 thereafter. The ARIO also granted a Financial Advisors' Charge in the amount of \$950,000 to secure any success fee to which the Financial Advisor may be entitled to under its engagement letter.

29. The Monitor is aware that certain of the professionals' fees in connection with the Administration Charge may not have yet been fully paid by the Applicants. As well, it now appears that the various priority issues may not be resolved or fully argued on November 24 and there may be a need for the Monitor to remain available as a resource for the parties in those disputes. As such, it is expected that the Monitor will remain in place, with a limited mandate.
30. Accordingly, the Monitor believes that it would be appropriate for the CCAA Proceedings and the Administration Charge to remain in place. When it is clear that there is no longer any need for the Monitor to remain in place, the Monitor believes that there should be an order of the Court discharging the Monitor and providing for a release of the Monitor and its counsel. The Monitor and its counsel will work with the Receiver and its counsel to efficiently address those matters at the appropriate time.
31. At this time, there is nothing secured by the Financial Advisor's Charge as the sale of QSG's assets to the Purchaser did not close. The Monitor understands that certain parties may seek to terminate the Financial Advisor's Charge, and that counsel for A&M will object to same. To the extent that a sale of assets may take place in the Receivership proceedings, and in the event that a success fee may be payable under the A&M engagement letter, the Monitor believes it may be prudent for the Financial Advisor to retain some protection through the Financial Advisor's Charge.

V. UNION HOLDBACK FUNDS

32. Pursuant to the October 5th Endorsement, QSG transferred to the Monitor: (i) \$95,038.41 with respect to LiUNA 183; and (ii) \$95,028.00 with respect to the

Carpenters' Union. These amounts are currently being held in separate accounts by the Monitor. The October 5th Endorsement also sets out that if the sale (to Ironbridge) does not close, the Monitor will continue to hold the reserve until further Order of the Court.

33. Since the Monitor's role is significantly reduced and the Receiver will manage the process going forward, the Monitor proposes to transfer the Union Reserve Funds in its possession to the Receiver, on the basis that the Receiver continues to maintain those funds in separate accounts and otherwise in accordance with the October 5th Endorsement, until further order of the Court in the Receivership proceedings. As such, part of the relief sought by the Monitor is for the Court to direct the Monitor to transfer the Union Reserve Funds to the Receiver.

VI. MONITOR RESPONSES TO ENQUIRIES FROM STAKEHOLDERS

34. By letter dated November 8, 2023, counsel for the ad hoc group of lien claimants made a formal request of the Monitor for various information (the "**Lien Claimant Letter**"). Counsel for the Applicants, who was copied on that letter, worked with the Company to attempt to provide responsive information. A copy of the Lien Claimant Letter is attached hereto as **Appendix "O"**,
35. On November 14, through a number of emails, counsel for the Applicants provided the Monitor and its counsel with information responding to most of the enquiries in the letter from the ad hoc group of lien claimants. The Monitor and its counsel reviewed the information, and the Monitor provided certain supplemental information. Counsel for the Monitor then assembled a fulsome response to the ad hoc group of lien claimants, together with a number of attachments in support thereof, and provided that response to counsel for the ad hoc group of lien claimants on November 15, 2023 (the "**Response to Lien Claimants**"). A copy of the Response to Lien Claimants (together with the attachments thereto) is attached hereto as **Appendix "P"**. In the event that any stakeholder has difficulties in reading any of those attachments, the Monitor's counsel can provide copies thereof directly, upon request.

36. By way of email dated November 15, 2023, counsel for Ironbridge made a number of enquiries of the Monitor. The Monitor and its counsel responded to those enquiries on November 15, 2023 (the “**Ironbridge Email Exchange**”). A copy of the Ironbridge Email Exchange is attached hereto as **Appendix “Q”**

VII. FEES AND DISBURSEMENTS OF THE MONITOR AND ITS COUNSEL

37. The Monitor and its legal counsel, Goodmans LLP (“**Goodmans**”) have maintained detailed records of their time and costs in connection with their engagement in support of the Applicants’ application under the CCAA. Pursuant to paragraph 36 of the ARIO, the Monitor and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants from time to time as part of the costs of the CCAA Proceedings.
38. The total fees and disbursements of the Monitor for the period of August 4, 2023 to November 12, 2023 (the “**Monitor’s Fee Period**”) amount to fees of \$214,277.00 and disbursements of \$6,330.74, plus HST of \$28,672.51 for a total of \$249,230.25 (the “**Monitor’s Fees and Disbursements**”). The time spent by the Monitor during the Monitor’s Fee Period is more particularly described in the Dhanani Affidavit attached hereto as **Appendix “R”**.
39. The total fees and disbursements of Goodmans for the period of August 18, 2023 to November 15, 2023 (the “**Goodmans’ Fee Period**”), amount to \$565,216.50 in fees and \$5,511.56 in disbursements, plus HST of \$74,194.67 for a total of \$644,922.73 (the “**Goodmans’ Fees and Disbursements**”). The time spent by Goodmans during the Goodmans’ Fee Period is more particularly described in the Chadwick Affidavit attached hereto as **Appendix “S”**.
40. The Monitor respectfully submits that the Monitor’s Fees and Disbursements as set out in the Dhanani Affidavit and the Goodmans Fees and Disbursements as set out in the Chadwick Affidavit are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the ARIO.

41. Accordingly, the Monitor seeks the approval of the Monitor's Fees and Disbursements and the Goodmans Fees and Disbursements.
42. The Monitor also seeks the approval of the Reports and the activities of the Monitor described therein.
43. As described above, there are certain remaining tasks in the administration of the CCAA Proceedings for the Monitor and its counsel, which will cause additional fees and disbursements to be incurred after the periods referenced in paragraphs 38 to 39 above. Such additional fees and disbursements will be invoiced prior to the discharge of the Monitor, and the Monitor and its counsel will work with the Receiver and its counsel to do so on an efficient basis.

VIII. CONCLUSION

44. Based on the foregoing and for the reasons stated in this Fourth Report, the Monitor respectfully recommends that this Court grant the relief requested by the Monitor in the form of the draft order in the Motion Record.

All of which is respectfully submitted to this Court as of this 17th day of November 2023.

RSM CANADA LIMITED

solely in its capacity as Proposed CCAA
Monitor of the Quality Sterling Group and
not in its personal or corporate capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

Schedule "A" – Other Applicants**A.1 QSG Opcos (in addition to QRCL)**

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

APPENDIX A

Court File No. CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 5TH
MR JUSTICE PENNY) DAY OF SEPTEMBER, 2023

**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 QUALITY RUGS OF CANADA
LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

(collectively, the "**Applicants**")

**AMENDED AND RESTATED INITIAL ORDER
(Amending Initial Order Dated August 25, 2023)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of the Applicants and the Supplementary Application Record of the Applicants, including the affidavit of John Pacione sworn August 3, 2023 and the Exhibits thereto (the "Pacione Affidavit"), the supplemental affidavit of John Pacione sworn August 17, 2023, the second supplemental affidavit of John Pacione sworn August 22, 2023, the affidavit of John Pacione sworn September 2, 2023 and the Exhibits

thereto (the “Third Pacione Affidavit”), the Application Record and the Supplementary Application Record filed by Waygar Capital Inc. (“Waygar”), including the affidavit of Don Rogers sworn July 24, 2023, the supplementary affidavit of Don Rogers sworn August 3, 2023, the pre-filing report of Fuller Landau Group Inc., dated July 25, 2023, the supplement to the pre-filing report of Fuller Landau Group Inc., dated August 3, 2023, the second supplement to the pre-filing report of the Fuller Landau Group Inc., dated August 16, 2023, the pre-filing report of RSM Canada Limited, dated August 3, 2023, the supplemental pre-filing report of RSM Canada Limited dated August 17, 2023, the second supplemental pre-filing report of RSM Canada Limited dated August 25, 2023, the first report of RSM Canada Limited as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), and the consent of RSM Canada Limited to act as the Monitor, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for Waygar, counsel for Ironbridge Equity Partners (“Ironbridge”), counsel for Mohawk Carpet Distribution, Inc. (“Mohawk”), and counsel for RSM Canada Limited, no other parties having been served or appearing,

SERVICE

1. THIS COURT ORDERS that the time for service of the Applicants’ Notice of Motion and the Motion Record and the Supplementary Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to utilize the cash management system currently in place as described in the Pacione Affidavit or if agreed to between the Applicants, Waygar and Ironbridge, provided that Waygar's approval rights shall terminate upon the closing of the transaction contemplated by the Asset Purchase Agreement, to replace it with another substantially similar cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as the provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date

of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA and the DIP Term Sheet, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of August 4, 2023; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents and the DIP Term Sheet (each as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$250,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord

shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including October 31, 2023, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants, the entities named in Schedule "A" hereto (the "Protected Parties"), the Monitor, the Financial Advisor (as hereinafter defined), or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants, the Protected Parties, the Monitor, or the Financial Advisor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS

16. THIS COURT ORDERS that during the Stay Period, 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 Applicants or the Protected Parties, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, the Cash Management System or other banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, 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 Applicants, and that the Applicants shall be entitled to the continued use of its current premises, 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 Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

TREATMENT OF LIEN CLAIMS

18. THIS COURT ORDERS that, without limiting the generality of paragraphs 14 to 17 hereof, the rights of any person who has supplied services and/or materials to the Applicants to preserve and perfect a lien under the *Construction Act* (Ontario) or any applicable provincial equivalent (the "Provincial Lien Legislation") in respect of a project or improvement to which one of the Applicants is a contracting party (the "Lien Claims") be and are hereby stayed and any person seeking to preserve, perfect or otherwise enforce such a claim shall be required to comply with the process and seek the rights and remedies set out in paragraphs 18 to 21 hereof subject to further Order of the Court.

19. THIS COURT ORDERS that any person who wishes to assert a Lien Claim (a "Lien Claimant") shall serve a notice of such Lien Claim setting out the amount and particulars thereof

(including without limitation the improvement in question) to (a) the Monitor at arif.dhanani@rsmcanada.com, with a copy Goodmans LLP, counsel to the Monitor at: jlatham@goodmans.ca, and (b) the Applicants, care of cbesant@grllp.com, in each case within the timeframes prescribed by the applicable Provincial Lien Legislation (a "Lien Notice") or such other time frame as may be ordered by the Court. Upon delivering such Notices of Lien, the Lien Claims will be considered preserved and perfected and no further steps need be taken by the Lien Claimant.

20. THIS COURT ORDERS that, upon serving a Lien Notice, subject to paragraph 21, the Lien Claimant shall be entitled to a charge over any Property of the Applicants, other than the Borrower's Account, relating to the project or improvement which is the subject of such Lien Claim, equivalent to the value and in accordance with the priority that the Lien Claimant would otherwise be entitled to as claim a lien under the applicable Provincial Lien Legislation (the "Lien Charge"), and shall rank in priority in accordance with the priority afforded to such Charge at law.

20A. THIS COURT ORDERS that, subject to paragraph 21, any Lien Claim preserved by any person in respect of a project in which the Applicants are a contracting party, which has not been bonded off as of the date of this order, is hereby vacated on terms that any person having such a Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 19 of this order on the date of preservation of such Lien Claim, and shall be entitled to the Lien Charge referred to in paragraph 20 of this order (as may be subsequently amended), provided that the vacating and preservation of such Lien Claims pursuant to this paragraph shall not be deemed to cure any default triggered by the filing of a lien under any contract with any owner or contracting party of the Applicants.

21. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA and elsewhere in this Order, is hereby authorized and empowered to review the Lien Notices and approve reduce or disallow the Lien Claims set out therein, or refer such matter for determination by the Court, on notice to the applicable Lien Claimant. Any such Lien Claimant shall have 10 days to give notice to the Monitor and the Applicants that it intends

seek a review by the Court of the decision of the Monitor on a motion before a judge of this Court.

22. THIS COURT ORDERS that nothing in paragraphs 18 to 21 hereof shall be construed as limiting or prejudicing the rights of the Monitor, the Applicants or any other interested party from challenging: (a) the validity or timeliness of a Lien Notice; (b) the validity or quantum of a Lien Claim under the applicable Provincial Lien Legislation, except for failure to preserve a lien by registration; (c) a Lien Claimant's entitlement to a Lien Charge under paragraph 20 of this Order; or (d) the priority of a Lien Charge under this Order.

23. THIS COURT ORDERS that, in connection with the matters in paragraphs 18 to 21 of this Order, the Monitor (i) shall have all of the protections given to it by the CCAA, this Order and any other orders of the Court in the CCAA Proceedings, (ii) shall incur no liability or obligation as a result of carrying out matters in connection with paragraphs 18 to 22 of this Order, (iii) shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, all without independent investigation, (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (v) may seek such assistance as may be required to carry out matters in connection with paragraphs 18 to 22 of this Order from the Applicants or any of their affiliates.

NON-DEROGATION OF RIGHTS

24. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

25. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants or the Protected Parties with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

26. THIS COURT ORDERS that the Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

27. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$600,000, as security for the indemnity provided in paragraph 26 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 herein.

28. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 26 of this Order.

APPOINTMENT OF FINANCIAL ADVISOR

29. THIS COURT ORDERS that the agreement dated as of February 1, 2023, engaging Alvarez & Marsal Canada Securities ULC (the "Financial Advisor") as financial advisor to the Applicants (the "A&M Engagement Letter"), and the retention of the Financial Advisor under the terms thereof are hereby approved, including, without limitation, the Success Fee (as the term is defined in the A&M Engagement Letter). The Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "Financial Advisor's Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$950,000, as security for the Success Fee. The Financial Advisor's Charge shall have the priority set out in paragraphs 45 and 47 herein.

APPOINTMENT OF MONITOR

30. THIS COURT ORDERS that RSM Canada Limited (the "Monitor") is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (c) assist the Applicants, to the extent required by the Applicants, in its dissemination, of information to creditors of the Applicants, including Waygar and its financial advisor;
- (d) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lender (as herein defined) and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (e) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (f) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (g) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

32. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. THIS COURT ORDERS that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

34. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph or in paragraph 31 hereof. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

35. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Financial Advisor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and, in the case of the Financial Advisor, pursuant to the A&M Engagement Letter, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and the Financial Advisor on a monthly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$65,000, \$60,000 and \$50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. For clarity, in no circumstances shall Waygar be responsible for the Financial Advisor's monthly Work Fee (as that term is defined in the A&M Engagement Letter), including, without limiting the foregoing, by way of payment from the proceeds of sale of the Applicants' assets (including accounts receivable collections).

37. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Applicants' counsel and the Financial Advisor (in respect of their monthly fees and expenses as set out in the A&M Engagement Letter) shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and, in the case of the Financial Advisor, pursuant to the A&M Engagement Letter, for the period from

and after August 18, 2023 in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

DIP FINANCING

39. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “DIP Facility”) from Ironbridge Equity Partners IV LP and Ironbridge Equity Partners (International) IV, LP (collectively, the "DIP Lender") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such DIP Facility shall not exceed \$7,000,000 unless permitted by further Order of this Court.

40. THIS COURT ORDERS THAT such DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated August 25, 2023 (the “DIP Term Sheet”), filed, and the definitive documentation to be entered into pursuant thereto.

41. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order

41A. THIS COURT ORDERS that the Applicants shall deposit all Advances (as defined in the DIP Term Sheet) into a bank account designed by the Borrower (the “Borrower’s Account”) and utilized by the Borrower in accordance with the terms of the DIP Term sheet and other Definitive Documents.

42. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, including the Borrower's Account, which DIP Lender's Charge shall not secure an obligation that existed before the first Order in these proceedings made on August 4, 2023. The DIP Lender's Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, may immediately exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

44. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge, the Financial Advisor's Charge, and the DIP Lender's Charge , as among them, shall be as follows:

First – the DIP Lender's Charge but only to the extent of the assets in the Borrower's Account at any time from time to time;

Second – the Administration Charge (to a maximum amount of \$750,000);

Third – the Directors' Charge (to a maximum amount of \$600,000);

Fourth – the DIP Lender's Charge (to a maximum of \$7,000,000); and

Fifth – the Financial Advisor's Charge (to a maximum of \$950,000).

46. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Financial Advisor's Charge, the DIP Lender's Charge or the Lien Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and the Borrower's Account, as applicable, and such Charges (except for the Lien Charge, which is dealt with in paragraph 20) shall rank in priority to all other security interests, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, notwithstanding the order of perfection or attachment, except for any claims of any person against the Applicants for amounts owing for services rendered and/or materials supplied that have priority over Encumbrances by statute.

48. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants

also obtain the prior written consent of the Monitor and the beneficiaries of the Charges, or further Order of this Court.

49. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SERVICE AND NOTICE

51. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

52. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL ‘<<http://www.rsmcanada.com/quality-sterling-group>>’ (the “Monitor’s Website”).

53. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the “Service List”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website, provided that the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

54. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicants and the Monitor are at liberty to serve or distribute 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 facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile 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.

GENERAL

55. THIS COURT ORDERS that, notwithstanding anything in this Order or the August 4 Order (as herein defined), including any language granting priority charges over the Property of the Applicants, the issue as to priority as among the Charges (including the Interim Lender's Charge in the August 4 Order) and the security held by Mohawk, including any purchase money security interest, shall be deferred to the Comeback Hearing, or as may otherwise be agreed to by the parties. The Applicants are directed to identify and segregate into a separate bank account any proceeds received from and after August 4, 2023 in respect of goods in the possession of the Applicants as of or after August 4, 2023 and supplied by Mohawk.

56. THIS COURT ORDERS and the Interim Lender's Charge in favour of Waygar made pursuant to the August 4 Order is fully discharged and no longer enforceable as the Monitor has filed with this Court a certificate, confirming that the Interim Financing provided by Waygar pursuant to the August 4 Order was paid in full net of the amount of \$707,000.

57. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.


58. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

59. 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 Applicants, 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 Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

60. THIS COURT ORDERS that each of the Applicants and the Monitor 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 Monitor 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.

61. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

62. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



Schedule “A” – Other Applicants

A.1 QSG Opcos (in addition to QRCL)

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

Court File No.: CV-23-00703933-00CL

collectively, The Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

Gardiner Roberts LLP

Bay Adelaide Centre
22 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3

Christopher Besant (LSO#248820)

Email: cbesant@grllp.com
Tel: (416) 865 4022

Lawyer for the Applicants

APPENDIX B



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00703933-00CL

DATE: September 22, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: QUALITY RUGS OF CANADA LIMITED v. WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Christopher Besant	Lawyer for Quality Rugs - App	cbesant@grllp.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Steven L. Graff	Lawyer for Waygar Capital	sgraff@airdberlis.com
Matilda Lici	Lawyer for Waygar Capital	mlici@airdberlis.com
Joe Latham	Lawyer for RSM	jlatham@goodmans.ca

For Other, Self-Represented Etc.:

Name of Person Appearing	Name of Party	Contact Info

Nathasha MacParland	Lawyer for Ironbridge	nmacparland@dwpv.com
Natalie Renner	Lawyer for Ironbridge	nrenner@dwpv.com
Demetrios Yiokaris James Harnum	Lawyer for LIUNA local 183 Lawyer for LIUNA local 183	dyiokaris@kmlaw.ca jharnum@kmlaw.ca , 416
Danny Nunes	Lawyer for Macro-Universe	Danny.nunes@dlapiper.com
Akhil Vohra	Lawyer for Ames Tile and Stone	avohra@ogilvielaw.com
Marin Leci Michael Mazzuca Haddon Murray Gerard Borean	Lawyer for Housing One 10 th Ave Lawyer for United Brotherhood of Carpenters Lawyer for Torlys Inc Lawyer for CIOT Creditor	mleci@blg.com michael@rousseau-mazzuca.com Haddon.murray@gowlingwlq.com gborean@parenteborean.com

ENDORSEMENT OF JUSTICE PENNY (Released September 25, 2023):

In this CCAA proceeding, certain matters were scheduled for Friday, September 22, 2023. The issue of the lien regularization order (LRO) is still in process; active and positive negotiations are ongoing. The LRO matter is adjourned to October 5, 2023 at 10:00 AM, which is a date also reserved for a potential sale approval motion.

The motion to lift the stay by GG Eight, adjourned to today, is also not proceeding as a result of positive, ongoing negotiations. That, and the Housing One motion, may also be addressed on October 5, 2023 if necessary.

The remaining issues for the September 22, 2023 hearing were two motions relating to the Union, LIUNA Local 183. One motion has been brought by the Union relating to preservation of certain funds held back from amounts paid to installers for work performed (which I will call the holdback issue).

The second motion has been brought by the Applicants. This motion is for declaratory and other relief relating to the monthly payment of benefits, pension contributions and other remittances (which I will collectively refer to as the remittance issue) by one of the Applicants, QSG, into accounts administered by the Union. The remittance obligation is governed by the Union's collective agreement.

The Applicants were anxious to resolve the remittance issue, as uncertainty about whether these payments are up to date or not is having, they believe, a negative impact on the collection of accounts receivable by the

Applicants' customers (which are, generally, builders and owners). The Union was anxious to have the holdback issue resolved because, it submits, the protection of the holdback amounts needs to be dealt with before the potential sale of the Applicants' business to Ironbridge.

After hearing the parties' submissions on how to proceed, and having regard to the amount of time available on September 22 and the amount of time likely required to argue both motions, I resolved the scheduling of these motions as follows. The Applicants' motion for declaratory relief was argued on September 22, 2023. I took that decision under reserve until September 25, 2023. These are my reasons on that motion. The Union's holdback motion will be argued on September 28, 2023 commencing at 2:00 PM.

Background

The Applicants are in the business of contracting for the installation of flooring in large condominium and other construction projects. A number of the Applicants' installers are members of the Union. There is a collective agreement.

On August 4, 2023 I was faced with two competing applications under the CCAA, brought on an urgent basis, and, in the alternative, an application for the appointment of a receiver over the Applicants' business. I adjourned the applications for about two weeks to enable the stakeholders to engage in negotiations. In order to stabilize the situation, I ordered an interim stay of proceedings against the Applicants. Paras. 5 and 6 of that Order provided:

NO EXERCISE OF RIGHTS OR REMEDIES

5. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Debtors, or affecting the Business or the Property, are hereby stayed and suspended, provided that nothing in this Order shall (i) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) prevent the filing of any registration to preserve or perfect a security interest, or (iii) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

6. THIS COURT ORDERS that during the Stay Period, 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 any of the Debtors.

That order was continued on August 18, to permit further, ongoing negotiations. On August 25, I made an initial order in this matter under the CCAA. Following the comeback hearing on September 5, I made an amended and restated initial order (ARIO). The initial order contains stay provisions based on the Model Order:

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including October 31, 2023, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants, the entities named in Schedule "A" hereto (the "Protected Parties"), the Monitor, the Financial Advisor (as hereinafter defined), or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants, the Protected Parties, the Monitor, or the Financial Advisor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS

16. THIS COURT ORDERS that during the Stay Period, 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 Applicants or the Protected Parties, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, the Cash Management System or other banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, 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 Applicants, and that the Applicants shall be entitled to the continued use of its current premises, 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 Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

Factual Circumstances Giving Rise to the Remittance “Problem”

QSG is obliged under the collective agreement to make the remittance to specified Union-administered accounts in arrears by the 15th of each month. There is no evidence of any historical default or problem with these payments. However, through what later turned out to have been an administrative error (i.e., not due to financial problems or cash flow limitations), delivery of the July remittance (due August 15) was delayed by several days. Having just discovered that QSG was likely heading into insolvency proceedings under the CCAA or by way of a receivership, the Union became alarmed. Its initial enquiry was unanswered so, on August 16, 2023, the Union issued notices concerning the missed remittance payment under s. 6.1 of the collective agreement to about 60 builders involved in QSG work using Union installers. The notices said, among other things:

Pursuant to Article 6 of the TRCLB and DRCLB Collective Agreements, the Union hereby gives notice of its intention to activate the Builder’s Holdback Mechanism. Should the Defaulting Contractor fail to pay all outstanding amounts by August 18, 2023, the Builder must freeze all funds owing to Defaulting Contractor up to the amount of \$250,000.00.

The monthly remittance involves three categories of earmarked payments: benefits, pension contributions and payments to the Union. The evidence is (and it is not contested) that by August 17, the July remittance had either been delivered or, in one case, mailed. The evidence is also clear (and not contested) that the three components of the July remittance were actually deposited into the appropriate accounts administered by the Union on August 17, 17 and 21 respectively. As a result of this payment, the Union took no further action on the notices it had issued a few days earlier. Finally, it is clear on the evidence, and not contested, that the next

remittance, the August remittance, was made on September 15, 2023 as required. Accordingly, the evidence establishes, and the parties agree, that as of September 15, 2023, QSG was, and remains as of today, in compliance with its remittance obligations under article 6.1. This is specifically confirmed in the affidavit of Mr. Williamson, general counsel to the Union. He swore under oath that:

42. QSG delivered payments of the three cheques on August 17, 17, and 21 respectively. Attached hereto as Exhibits L, M, and N are the stamped reports from the Union, benefits offices, and Pension Fund, confirming the dates that they received the Remittance Report and payments. These stamps are put in the usual and ordinary course of business on the day when the documents or payments are received. In addition, I specifically recall making inquiries within Local 183 on August 15 and 16, 2023, and they confirmed that the monthly benefits and remittances were not paid.

52. QSG submitted its monthly contributions reports and cheques for work performed under the RTCA Agreement in August 2023 on or before September 15, 2023. The Union therefore did not take any action and has not sent out any further notices.

55. On September 16, 2023, after receiving confirmation that the August remittances had been paid, the Union provided written notice to the RTCA, the DRCLB, TRCLB and MTABA confirming that QSG had paid its July remittances, and that the August remittance reports and cheques had been received on time and that we were optimistic that they would clear. Copies of those emails are attached at Exhibit T. That email also indicated that they could advise their members of this fact, and directed that contractors or builders could contact me if they had any further inquiries.

It is common ground, supported by uncontested evidence, that the August remittance delivered on September 15 did clear and that the funds were deposited in the relevant Union-administered accounts.

I also note that the unchallenged evidence of the Applicants is that it is fully their intention to continue to make all the ongoing Union remittances leading up to the proposed restructuring/sale and that it is, likewise, the intention of the proposed purchaser, if the sale is approved and closes, to continue to make all ongoing Union remittances as required under the collective agreement post-closing.

The problem appears to be that the August 16 notices issued by the Union “spooked” a number of the builders, who may now be uncertain what to do and whether payment of their accounts receivable to the Applicants might get them in trouble with the Union or expose them to some kind of “double jeopardy”. Attempts at negotiating a solution to this problem between the Applicants, the Monitor and the Union broke down, such that the Applicants felt it necessary to bring this motion for two heads of relief:

- 1) an order declaring that QSG is current in its remittance obligations to the Union; and
- 2) an order requiring the Union to deliver notices to all builders and project owners who received a written notice on August 16, 2023: a) retracting the August 16, 2023 notice of alleged default; and b) confirming to each recipient that QSG is in good standing with its monthly remittances in accordance with the applicable collective agreement.

The Union does not object to the Court confirming in an endorsement the evidence (again, not contested) that QSG is current in its remittance obligations. The Union does object to the Court issuing a declaration to this effect on the basis that compliance/non-compliance with the provisions of a collective agreement is exclusively a matter for the appropriate arbitration tribunal, not the courts. The Union also objects to any order requiring it to retract statements made in the notices (which it maintains were true at the time they were made and not in breach of my August 4 order) or forcing it to make representations to the builders as to QSG’s compliance with its obligations.

The Applicants and the Monitor submit I have the jurisdiction to make both orders sought under s. 11 of the CCAA (the court may make “any order that it considers appropriate in the circumstances”), the Union’s alleged lack of good faith under s. 18.6 of the CCAA, and on the basis of the Court’s remedial jurisdiction in the face of what they say was a breach of the August 4 stay order caused by the Union issuing the notices on August 16.

Analysis

In the view I take of the matter, it is not necessary to determine whether the Union’s August 16 notices were in breach of the August 4 order or whether the Union failed to act in good faith. To be clear, in taking this approach I am finding neither that the Union’s conduct in issuing the notices was, or was not, a breach of the August 4 order. Similarly, I am finding neither that the Union was, or was not, acting in good faith. Such findings are, in my view, simply not necessary to resolve the current problem. I will only express my fervent hope and my expectation that, now that the Union is a full, and fully informed, participant and represented by counsel in these proceedings, the kind of precipitate action taken on August 16 will not be repeated without notice to the Applicants and the Monitor (and/or the Court as necessary), whether or not it is believed to fall within one of the exceptions to para. 15 of the ARIO. Such matters are best dealt with at this stage by way of reasonable discussion between the parties with access to the Court if necessary.

As I have set out earlier, the evidence of both the Union and the Applicants establishes beyond peradventure that the monthly remittance payable to the Union which was the subject of the August 16 notices *is fully paid up and current*. Further, the evidence establishes unequivocally that the August remittance was made on September 15 and is also *fully paid up and current*. QSG is, therefore, manifestly not currently in breach of its remittance obligations. Not only does the evidence establish this fact; the parties are in complete agreement that this is so and have publicly stated as much.

As I alluded to earlier, there is one other outstanding issue between the Union and QSG. That issue (which I have referred to as the holdback issue) is distinct from the remittance issue and is scheduled to be argued before the Court on September 28, 2023. For clarity, the analysis and determinations reached in this endorsement regarding the remittance issue is without prejudice to the parties’ positions on the holdback issue to be argued on September 28. I urged the parties during oral argument, and reiterate that urging in this endorsement, to find a negotiated solution to the holdback issue, which strikes me as eminently solvable without the need for judicial intervention.

It seems appropriate to remind stakeholders at this point that the only alternative to a transaction with the proposed purchaser, which is premised on a continuation of the business post-closing, is a receivership, which will likely result in a liquidation of the Applicants’ assets. It is in stakeholders’ interests that the business be preserved.

The timely payment of accounts receivable is a critical feature of this CCAA proceeding. A significant percentage of the value of the Applicants’ business lies in its accounts receivable. It is not efficient, and perhaps not even feasible, for the Applicants to take action against dozens of builders who are reluctant to pay otherwise legitimate and owing accounts receivable for fear of stepping into possible Union conflicts or being exposed to double jeopardy. The flow of funds in the ordinary course must be preserved.

Indeed, para. 16 of the ARIO provides 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 Applicants or the Protected Parties, except with the written consent of the Applicants and the Monitor, or leave of this Court”. I view that provision as including good faith payment by builders for all otherwise legitimate accounts receivable owing to the Applicants.

Section 11 of the CCAA provides that the court may make any order that that it considers appropriate in the circumstances. This is, of course, not an invitation to the exercise of unbridled discretion. This broad power must be interpreted within the objects and purposes of the legislative scheme. In light of the facts and the circumstances I have described above, as the judge presiding over these CCAA proceedings, I conclude that an

order declaring that the monthly remittance payable to the Union, which was the subject of the August 16 notices, as well the August remittance payable in September, are fully paid up and current is not outside the Court's remit. I am not interpreting, or resolving a dispute over the application of, the collective agreement. Regarding the remittances themselves, there is no dispute requiring such interpretation or resolution that would otherwise be in the exclusive jurisdiction of the labour tribunal. Rather, the problem requiring a solution is clarifying for the builders/owners that a perceived barrier (i.e., the August notices) to the ordinary course payment of their accounts payable to QSG is, as both the Union and the Applicants agree, no longer operative because the relevant remittances have been made and QSG is, as of today, fully paid up and current with this obligation. It is, in my view, within the jurisdiction of this Court under s. 11 of the CCAA, and necessary in the circumstances, to correct a possible misapprehension among builders that the August 16 notices remain an impediment to payment of their otherwise legitimate accounts payable to QSG.

The Supreme Court described the criteria for declaratory relief in *S.A. v. Metro Vancouver Housing Corp.*, 2019 SCC 4, [2019] 1 S.C.R. 99, at para. 60:


Declaratory relief is granted by the courts on a discretionary basis, and may be appropriate where (a) the court has jurisdiction to hear the issue, (b) the dispute is real and not theoretical, (c) the party raising the issue has a genuine interest in its resolution, and (d) the responding party has an interest in opposing the declaration being sought. [Citations omitted.]

I find these criteria are met: I have jurisdiction under s. 11 and as the supervising judge of these CCAA proceedings; there is a real problem requiring a solution as any non-payment by builders could seriously impair the operations of QSG and the interests of the Applicants' stakeholders; the Applicants have a genuine interest in resolution of the problem so that their business can continue to be operated; and, the Union, which also has an interest, was on notice and actively participated in these proceedings. I find that a declaratory order is required in the peculiar circumstances of this case to fulfill the purposes of the CCAA and to facilitate the Applicants' attempt to restructure and preserve their business for the benefit of stakeholders.

I therefore order and declare that:

- (a) the July monthly remittance payable to the Union, which was the subject of the August 16 notices, as well the August remittance payable in September are fully paid up and current as of this date;
- (b) the remittance delay giving rise to the August 16 notices has been resolved by virtue of the payments as declared above; and,
- (c) the Union's August 16 notices to the builders are, as a result of payment being made, not an impediment to payment of otherwise legitimate accounts receivable owing to QSG or the other Applicants.

In light of my analysis and determination that a declaratory order shall issue in the form stipulated above, I conclude that any mandatory order requiring the Union to distribute a retraction and/or clarifying statement regarding the payment of the August and September remittances is unnecessary at this time. Accordingly, I make no finding or determination about my jurisdiction or the legal or factual requirements to make such an order.


Penny J.

APPENDIX C



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00703933-00CL

DATE: September 28, 2023

NO. ON LIST: 5

TITLE OF PROCEEDING:

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Herbert Law		hlaw@mathewsdinsdale.com
Chris Besant		cbesant@GRLLP.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Jonathan Yantzi		jyantzi@airdberlis.com
Michael Mazzuca		michael@rousseau Mazzuca.com
Erik Axell		eaxell@goodmans.ca
Michael Mazzuca		michael@rousseau Mazzuca.com
Michael Farace		michael.farace@devrylaw.ca
Tiffany Sun		tsun@osler.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Joseph Latham		jlatham@goodmans.ca
Ken Pearl,	Observer	kpearl@fullerllp.com
Bryan A. Tannenbaum	Monitor	bryan.tannenbaum@rsmcanada.com

Arif Dhanani	Monitor	Arif.chanani@rsmcanada.com
Demetrios Yiokaris		jharnum@kmlaw.ca
Natasha Macparland		nmacparland@dwpv.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] The Union's holdback issue is close to resolution but more time is required. This matter is adjourned to October 5, 2023 at 10:00 AM. Parties shall continue to exert their energies to a consensual resolution of this issue.
- [2] The parties advised they wish to move the sale approval motion date out from the currently scheduled October 5. That motion, and certain related matters, shall take place before me on October 18, 2023 at 10:00 AM (3 hours).
- [3] Monitor's counsel shall keep me up to date on progress of those matters currently under negotiation (LRO and holdback issues).



Penny J.

APPENDIX D



SUPERIOR COURT OF JUSTICE

COUNSEL SLIPCOURT FILE NO.: CV-23-00703933-00CLDATE: October 5, 2023REGISTRAR: Teodoro OlasoNO. ON LIST: 1TITLE OF PROCEEDING: **Quality Rugs of Canada Ltd. Vs. Waygar Capital Inc. et al**BEFORE JUSTICE: **Justice Penny****PARTICIPANT INFORMATION****For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Christopher Besant	Quality Rugs of Canada Ltd.	CBesant@GRLLP.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Matilda Lici	Waygar Capital Inc.	mleci@blg.com
Joe Latham	RSM Canada, Monitor	jlatham@goodmans.ca
James Harnum	LiUna Local 183	jharnum@kmlaw.ca
Demetrios Yiokaris	LiUna Local 183	dyiokaris@kmlaw.ca
Natasha MacParland	Ironbridge	nmacparland@dwpv.com
Natalie Renner	Ironbridge	nrenner@dwpv.com
Haddon Murray	Lauzon, Torlys, Ceratec, Boa-Franc, Metropolitan Hardwood	haddon.murray@gowlingwlg.com
Michael Mazzuca Daniel Wright	Carpenter's Union	michael@rousseau Mazzuca.com dwright@rousseau Mazzuca.com
Arif Dhanani	RSM Canada Ltd.	arif.dhanani@rsmcanada.com
Tiffany Sun	Mohawk Carpet Distribution Inc.	tsun@osler.com
Akhi Vohra	Ames Tile & Stone Ltd.	avohra@ogilvielaw.com
Michael Farace	GG Eight Cumberland	michael.farace@devrylaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE PENNY (Released on October 10, 2023):

On September 28 three matters were put over to be dealt with today: 1) the lien regularization order; 2) the motions of GG Eight and Housing One; and, 3) the Unions' holdback motions.

As matters have evolved, useful negotiations are still ongoing regarding the LRO issue and the work is proceeding on the GG Eight and Housing One sites. Accordingly, it is proposed, and I accept, that these matters be adjourned as follows. The LRO motion shall be heard by me on Friday October 13, 2023 at 10:00 AM by video conference. The builders' motions are adjourned to October 18, which is a date already reserved for the sale approval motion (also at 10:00 AM by videoconference).

The Unions' Holdback Issue

Both LIUNA Local 183 and the Carpenters' Union brought motions concerning the preservation of certain holdback funds. I encouraged the parties to make every effort to find a commercially practical solution to this issue in a prior hearing and endorsement. The motion was adjourned on September 28 because, I was advised, the parties were still exchanging proposals and were close to an agreement on many items. As it turned out, the parties agreed on most issues (the interim holdback resolution) but were still apart on several implementation and related issues. All parties filed *with prejudice* offers to resolve the holdback issue. All parties agreed that, in the circumstances, argument would be restricted to a general overview of the areas of agreement and the applicable law but that the focus would be on the disputed items and the arguments for against the competing proposals, such that the court could accept, reject or vary the disputed terms of the proposed resolution in order to conclude the interim holdback resolution.

Background

Under the terms of the respective collective agreements, an amount not to exceed \$2,000 may be withheld by QSG to cover any back charges or deficiencies arising out of work performed by each installer hired to perform flooring services on QSG projects. The withheld funds must be recorded and accounted for on a monthly basis. These funds may be withheld for a period not to exceed six months from the date of commencement of the work or three months from the time that the installer no longer works for QSG.

The Unions both maintain that on a proper interpretation of the language of the relevant collective agreement, the holdback funds are subject to a trust for the benefit of the installers and do not form part of the estate of QSG. The Unions have brought, or wish to bring, grievances against QSG, the purpose of which is to seek an interpretation of the language of the collective agreements and a determination of whether the holdback amounts are funds held in trust or not. In aid of these arbitration proceedings, the Unions moved for a court order in these CCAA proceedings for the interim preservation of the holdback funds pending arbitral resolution of this dispute and for an order lifting the stay for the purpose of bringing, or proceeding with, the necessary grievances before an arbitrator under the collective agreements. The pre-filing holdback amounts are not in material dispute: LIUNA, \$97,083.41; and Carpenters' Union, \$95,028.

There is a complicating factor involving LIUNA which becomes relevant to one of the disputed items discussed below. While QSG was bound to a collective agreement with LIUNA from May 1, 2022 to April 30, 2025, LIUNA abandon these bargaining rights in May 2023. In response, QSG brought an application to the OLRB, which was resolved in minutes of settlement. Under this Settlement Agreement, QSG is permitted to complete tile work on “existing projects” until April 30, 2024 without LIUNA seeking to enforce subcontracting out provisions. In exchange, QSG agreed to continue to apply the terms and conditions of the collective agreement, including the holdback provisions. The parties agreed in the Settlement Agreement that Vice-Chair Kugler of the OLRB “remains seized [of] any issues arising from the settlement.” LIUNA has raised an issue about whether a successor to QSG (e.g., the purchaser in these CCAA proceedings) is entitled to the benefit of the Settlement Agreement with LIUNA.

I will also add that important context for the holdback and other, collateral issues raised on these motions, concerns the current status of all employee compensation payments. The evidence is not disputed that, with the benefit of DIP financing provided by the purchaser and ongoing collection of accounts receivable owed to the applicants, there is no unpaid employee compensation which is due and owing. The applicants are current with all employee payments. In addition, funds sufficient to pay all holdback refunds are available. Further, as pointed out by counsel for the purchaser, it is a term of the purchaser’s offer that all employee compensation be kept current pending closing of the sale transaction. It is also the purchaser’s stated intention to continue payment of compensation for installers on all ongoing projects. As I have noted before in a prior endorsement, the applicants’ most significant asset is their ongoing projects and the accounts receivable from ongoing work done on those projects. To complete those projects, the applicants need to have installers working; the installers naturally will not be working if they are not being paid. It is also the stated intention of the applicants and the purchaser, and the objective of this proposed interim resolution of the holdback issue, that all holdback refunds will be paid in accordance with the terms of the relevant collective agreement as they become due and owing. It is entirely possible that there may never be any priority dispute concerning the status of the holdback amounts in these proceedings because, if the sale closes, the intention would be that the amounts will ultimately be paid in full.

The Core Agreed Provisions

The parties have agreed on the core features of preserving the holdback funds and the payment of these funds as they become due and owing. QSG, the purchaser and the Unions have agreed that:

- a. a \$2,000 holdback refund claimed by one pieceworker (designated MRAD) will be paid forthwith by the applicants.
- b. the Unions’ holdback motions will be adjourned without fixed day.
- c. The issue of whether the holdback provision in the Residential Tile Contractors Association and LIUNA collective agreement dated May 1, 2022 to April 30, 2025 creates an obligation to hold the holdback amounts in trust shall be dealt with in the pending grievance arbitrations relating to the holdback provision and/or by way of fresh or amended grievance as required.

Similarly, the issue of whether the Residential Carpet, Hardwood, Laminate and Floor Coverings Collective Agreement, dated May 1, 2019 to April 30, 2022 creates an obligation to hold the holdback amounts in trust and whether that trust obligation continues under the Residential Floorlayers Collective Agreement, dated May 1, 2022 to April 30, 2025 shall be dealt with by way of fresh grievance by the Carpenters.

In both cases, the stay shall be lifted and the grievance arbitrations shall be allowed to proceed. If jurisdiction over the holdback issue is declined and/or otherwise not allowed in the arbitration and/or by the OLRB, then the holdback issue may be dealt with by way of motion in the CCAA proceedings or any subsequent insolvency proceedings which may be established.

- d. The sum of \$95,083.41 regarding the LIUNA holdback amount shall be paid forthwith by the applicants to the Monitor and held segregated and separate from other funds held by the Monitor as the LIUNA reserve in accordance with the terms of the agreement.
The sum of \$95,028.00 regarding the Carpenters holdback amount shall be paid forthwith by the applicants to the Monitor and held segregated and separate from other funds held by the Monitor as the Carpenters reserve in accordance with the terms of the holdback resolution.
The LIUNA holdback amount and the Carpenters' holdback amount shall not form part of the assets of the applicants' estate while being held as a reserve, and the reserve shall be maintained pending either (i) a determination of whether any portion of the funds should be paid to any installers, (ii) the mutual agreement of the parties, or (iii) a court order.
- e. It also appears to be agreed in concept that the reserve shall be transferred to the purchaser if the sale transaction closes and that holdback refunds from the reserve shall be paid by the purchaser post-closing to installers as refunds become due and owing under the terms of the collective agreements. However, some of the terms and conditions dealing with implementation and certain contingencies are in dispute. I will address the three most significant disputed issues below.

I will say at the outset that I accept, and approve, these features of the parties' proposed resolution (which I will refer to as the holdback resolution). I find it is appropriate in the circumstances for the stay to be lifted to permit the prosecution of the holdback trust issue before the appropriate arbitral tribunal.

Resolution of the Disputed Issues

1. The Transition to the Purchaser

Much of the concern of the Unions, particularly LIUNA, is focused on the transition, if the sale transaction is approved and closes, from the applicants (and Monitor) to the purchaser and how that will affect the ongoing existence of the two reserves and their availability to pay holdback refunds to the installers.

As noted earlier, the purchaser's stated intention is to step into the shoes of the applicants and to honour all ongoing obligations to the installers. This specifically includes honouring the status of the reserve and using the reserve to pay holdback refunds as they come due.

Under the applicants' proposal, supported by the purchaser and the Monitor, on the closing of the sale transaction, the purchaser will give a unilateral undertaking to the applicants, LIUNA and the Court, that it will comply with the Settlement Agreement and continued to deal with the LIUNA reserved in accordance with the terms of the collective agreement. Upon giving this undertaking, the LIUNA reserve will be released to the purchaser.

The situation with the Carpenters holdback and reserve is not complicated by a prior abandonment or a settlement agreement. Regarding the Carpenters reserve, the purchaser's undertaking to the applicants, Carpenters and the Court will be that the purchaser will continue to deal with the Carpenters holdback and reserve post-closing in accordance with the Carpenters collective agreement, and to pay holdback refunds from the Carpenters reserve as they come due.

As I understand it, LIUNA objects to this formulation of the transfer if the sale closes on two grounds: 1) it questions the reliability and enforceability of the purchaser's undertaking; and, 2) it is not prepared to concede that the purchaser will, post-closing, enjoy any of the benefits of the Settlement Agreement since the purchaser is not a party to that agreement.

As to the first point, the sale requires court approval. If a term of the Court approval of the sale is that the purchaser will take over and maintain the reserve, and give an undertaking to the parties and the Court that it will continue to maintain the reserve and to deal with the reserve in accordance with the relevant collective agreements, that is, in my view, a powerful commitment, the breach of which would attract appropriate remedial action by the Court.

The second point, concerning a possible dispute over the status of the Settlement Agreement vis-à-vis the purchaser, involves a potentially complex application of the law of successor rights for which recourse to the Vice Chair of the OLRB, in accordance with the terms of the Settlement Agreement, seems likely to be the most appropriate path to resolution. The law is clear that CCAA proceedings do not abrogate collective agreements or collective bargaining rights – at most CCAA proceedings may temporarily suspend certain specific actions pending further court order. In a scenario in which there is a dispute about the ongoing status of the Settlement Agreement post-sale, paragraphs 14 to 17 of the ARIO would come into play. In order to ensure an orderly resolution of such a dispute, if in fact it actually arises, this issue will have to return to the CCAA court to clear the path to a resolution, in much the same way as the parties propose to deal with the question of whether the holdback provisions of the collective agreements create a trust.

As I understand it, LIUNA's real complaint arises from its view that the language of the applicants' proposal would somehow preclude LIUNA for making the argument that the purchaser is not a party to, and cannot derived benefit from, the Settlement Agreement such that LIUNA could somehow be "held hostage" by the purchaser threatening to withhold payment of otherwise due and owing holdback rebates. I find that the proposed language cannot reasonably be interpreted in that way. The contemplated undertaking is unilateral. It is for the benefit of the installers. LIUNA is not giving up anything. It is simply receiving the unilateral commitment of the purchaser to hold the LIUNA reserve and to pay it out as rebates come due, as contemplated by the terms of the collective agreement. LIUNA cannot reasonably complain about that.

LIUNA also proposes language in its version of the proposed holdback resolution that would preserve its right to argue that the Settlement Agreement does not survive the sale of the business by the applicants. While I agree that this concept can usefully be reflected in the holdback resolution, I find that LIUNA's specific drafting creates ambiguity and is weighted, in what is effectively an advocacy piece, overtly in favour of LIUNA's position. It is sufficient, in my view, that the holdback resolution simply state that its terms are without prejudice to parties' positions in any subsequent challenge to the applicability of the Settlement Agreement following the closing of the sale transaction.

On the basis of this analysis, if the sale closes and the purchaser gives the undertaking, the reserve will have been preserved; the reserve may be transferred to the purchaser. The Unions' argument that the holdback amounts constitute a trust will not be prejudiced by other priority claims because the holdback amounts will have effectively been isolated, pending final resolution, from the applicants' estate.

Also related to this question of the transition from the applicants to the purchaser if the sale transaction closes, is a proposal by both Unions to include a provision by which both the Unions and the purchaser must "advise the Court within 30 days of the closing that they are bound to a Collective Agreement which provides that the purchaser may maintain a holdback account". Following that "advice", the reserve "shall be paid to the Purchaser who shall then hold such monies and pay them out to the Pieceworkers in accordance with the terms of such Collective Agreement".

The purpose and need for this provision, or indeed even what it means, were not explained or justified to my satisfaction. The provision seems to once again enter the realm of successor rights which, subject to the temporary limit on certain collective bargaining rights arising out of the ARIO pending the applicants' attempt to restructure their business and/or further court order, is the exclusive preserve of the OLRB. On its face, s.

69(2) of the *Labour Relations Act* dealing with successor rights on the sale of a business appear to be declaratory and self-determining. The existence of successor rights, for example, does not appear to require any “advice” by the purchaser or by the Unions.

From the perspective of the applicants, the purchaser and the Monitor, this *proviso* merely sets up an unknown or ambiguous condition subsequent which introduces an unacceptable level of transaction risk into the proposed sale. The purchaser in particular was as clear as a bell on this: this provision is unnecessary and its meaning and purpose are highly ambiguous; the inclusion of this provision is a “dealbreaker”.

As noted earlier, it is the purchaser’s stated intention to step into the shoes of the applicants, including compensation obligations under the collective agreements. It is in the economic interests of the purchaser and the installers that the installers receive ongoing compensation, including holdback refunds as they come due.

The Unions have not satisfied me as to the purpose of, much less the need for, this *proviso*. I agree with the applicants, the purchaser and the Monitor that the Union *proviso* need not and should not be included in the interim holdback resolution. To the extent the Unions have successor rights concerns, subject to paragraphs 14 to 17 of the ARIO these can be taken up with the OLRB. This would appear to be, in principle at least, a situation where an order lifting the stay in order to seek direction from the OLRB could easily be sought if it became necessary to do so (again, along the same lines as has been done in the holdback resolution itself).

2. If the Transaction Does Not Close

Another issue around which the parties did not entirely agree is what happens to the reserve if the sale transaction does not close. In my view, this issue is best addressed if and when that happens.

The parties agree that the holdback funds will be held as a reserve by the Monitor pending closing. If the sale does not close, the Monitor will continue to hold the reserve until further order of the Court. Whatever ultimately happens, or whatever comes next, will be on notice to all stakeholders. The status of the reserve in the hands of the Monitor can be addressed at that time. Even in the event of a liquidation, the Unions will have the opportunity to address the question of priorities if the funds have not yet been paid out to the installers as holdback refunds. If they have, of course, the issue becomes moot.

3. *Potential Claims Against Directors*

The Unions object to a provision in the applicants' proposal for the interim holdback resolution which, they say, purports to limit the Unions' right to make common law trust or other statutory claims against the applicants' directors on account of potential unpaid wages. I do not read the provision as limiting the installers right to seek indemnity from the applicants' directors for unpaid compensation in appropriate circumstances.

What the proposed language is meant to do is to acknowledge that claims against directors for unpaid pre-filing holdback amounts are going to be limited to the amount of the reserve, provided the reserve remains in place. Counsel for the Unions accept that the reserve contains the pre-filing holdback amounts and that the number is known and materially accurate; there is no "other" pre-filing holdback amount. Counsel for the applicants clarified that the premise for the proposed language is that, as long as the holdback reserve is available, any claims against directors for holdback refunds could not, by definition, exceed the reserve. The applicants accept that if, for some unforeseen reason, the reserve ceased to be available, claims for unpaid holdback refunds could not, logically, be limited to the amount of the reserve since the reserve, in that scenario, would not exist. With that concession (that the reserve must continue to subsist and be available for the payment of holdback refunds), the language proposed by the applicants makes sense and is in accord with the underlying intent of the interim holdback resolution.

Any other issues related to potential claims against directors are, in my view, premature. All parties agree that there are no known employee claims against directors for unpaid compensation at this time. Installers are being paid. If and when the potential for such claims arises, the matter can be addressed by motion to the court on a proper record. There is no need, or justification, at this time to make pronouncements about when and in what circumstances the stay might be lifted to permit pursuit of claims against directors for statutory or other compensation claims.

Conclusion

In conclusion, I find that the motions shall be determined by the interim holdback resolution on the basis of the agreed provisions and the determinations made in these reasons on the disputed items. This shall be generally in accordance with the form of the applicants' proposed holdback resolution, subject to the qualifications and clarifications set out earlier in this endorsement. I am confident the parties can, with the benefit of these reasons, prepare the appropriate form of interim holdback resolution and order. I may be spoken to if there are any outstanding matters.¹



Penny J.

¹ The Monitor, at the end of oral submissions, pointed out that the holdback amount is a rolling number because work has continued on many of the applicants' projects post-filing. No one else commented on this issue explicitly. The principal focus of the motions and during oral submissions was on the pre-filing amounts, the calculation of which was not subject to any material controversy. The parties have proposed language in the holdback resolution which applies to post-filing holdbacks as well. If there are any unique issues about the post-filing holdbacks, I sure they will be addressed in future attendances.

APPENDIX E



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: 23-703933-00CL

DATE: October 13th, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: QUALITY RUGS CANADA LIMITED V WAYGAR CAPITAL INC
BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Chris Besant	Quality Rugs of Canada Limited	CBesant@GRLLP.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Farace, Michael P.	GG Eight Cumberland INC	mfarace@millerthomson.com
Steven L. Graff	Waygar Capital Inc	sgraff@airdberlis.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Gerry Borean	Ciot INC	gborean@parenteborean.com
Bryan A. Tannenbaum	Monitor RSM	bryan.tannenbaum@rsmcanada.com
Manav Singhla	Vifloor Canada Ltd.	msinghla@millerthomson.com
Tony Van Klink	Vifloor Canada Ltd.	tvanklink@millerthomson.com
Derek B. Brett	4405967 Nova Scotia Limited	dbb@burnsidelaw.net
Natalie Renner	Ironbridge, DIP Lender	nrenner@dwpv.com
Joseph Latham	RSM Canada, Monitor	jlatham@goodmans.ca
Marin Leci	Housing One	mleci@blg.com

Akhil Vohra	Ames Tile & Stone Ltd.	avohra@ogilvielaw.com
Haddon Murray	Lien Claimants	haddon.murray@gowlingwlg.com
Nathasha MacParland	Ironbridge Equity Partners Management Limited	nrenner@dwpv.com
Demetrios Yiokaris	LIUNA Local 183	dyiokaris@kmlaw.ca
Matt Feehan	Ames Tile and Stone Ltd.	mfeehan@ogilvielaw.com
Eric Dwyer	CDS Distribution Inc.	edwyer@brazeauseller.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] The lien regularization motion was to have proceeded today. The applicants' latest draft was circulated late last night, giving stakeholders effectively no time to consider it. Further, because negotiations have been ongoing, there is no motion material before the court, and no responding material. The matter will have to be adjourned, again.
- [2] It also became apparent that because the LRO issue has not been resolved, the applicants will not be in a position to bring, nor other stakeholders respond to, a sale approval motion. Accordingly, the October 18 date reserved for that motion is vacated.
- [3] Perhaps through excessive optimism, or for other reasons, matters have tended not to be ready to proceed as scheduled in this CCAA proceeding. I expect to see increased focus on getting the job done and delivering material on a timely basis so that stakeholders and the court can be prepared, and on making all this happen on a timetable that ensures the matter will proceed as scheduled and in an orderly, fair way.
- [4] In the circumstances, I am not prepared to fix any other dates for the hearing of the LRO and sale approval motions until I am assured that settlement discussions have reasonably run their course, motion material has been served and that the matter is ready to proceed on reasonable notice to all stakeholders.
- [5] I have provided counsel to the Monitor with some possible dates I can make myself available once these preconditions are met. I will endeavor to accommodate the proposed timetable once it becomes clear these matters are ready to proceed.
- [6] The Housing One and GG Eight motions are also adjourned without a fixed day. They can be rescheduled in accordance with the directions set out above.



Penny J.

APPENDIX F



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00703933-00CL

DATE: 27 October 2023

NO. ON LIST: 6

TITLE OF PROCEEDING: In the Matter of a Plan of Compromise or Arrangement of Quality Rugs of Canada Limited and the Other Companies

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Christopher Besant	Counsel for Quality Rugs of Canada Ltd.	cbesant@grllp.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Steven L. Graff	Counsel for Waygar Capital Inc., as agent for Ninepoint Canadian Senior Debt Master Fund L.P.	sgraff@airberlis.com
Matilda Lici		mlici@airdberlis.com

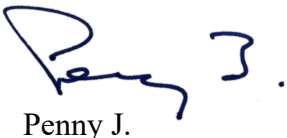
For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Joseph Latham	Counsel for the Monitor (RSM Canada Limited)	jlatham@goodmans.ca
Erik Axell		eaxell@goodmans.ca
Bryan Tannenbaum	Representative of the Monitor (RSM Canada Limited)	Bryan.tannenbaum@rsmcanada.com
Arif Dhanani		Arif.dhanani@rsmcanada.com
Akhil Vohra	Counsel for Ames Tile and Stone Ltd.	avohra@ogilvielaw.com
Michael Farace	Counsel for GG Eight Cumberland	Michael.farace@devrylaw.ca
Daniel Wright	Counsel for United Brotherhood of Carpenters and Joiners of America	dwright@rousseau Mazzuca.com

Natasha MacParland	Counsel for Ironbridge Equity Partners Management Ltd.	nmacparland@dwpv.com
Natalie Renner		nrenner@dwpv.com
Haddon Murray	Counsel for Torlys Inc.	Haddon.murray@gowlingwlg.com
Bruce Darlington	Counsel for Macro-Universe Enterprises Ltd.	Bruce.darlington@dlapiper.com
Gerard Borean	Counsel for Ciot Creditor	gborean@parenteborean.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] This case conference was requested by Waygar, which is owed over \$50 million by the debtor. The entire service list is not provided notice of the conference.
- [2] Since this proceeding began, it is been plagued by the parties' inability to reach accommodation on significant issues including the terms and conditions of an asset purchase agreement between the debtor and Ironbridge (the proposed purchaser), priority and other issues between Waygar and the Ironbridge, and the terms of a lien regularization order, the purpose of which was to preserve lien claimants rights under an alternative process conducted within the four corners of the CCA proceeding.
- [3] The stay expires on October 31, 2023. The \$5 million of DIP financing has been fully drawn down. The preconditions to the advance of an additional \$2 million have not been met. The debtor is effectively back in the position it was in August 2023, only now is even deeper in debt. The protracted nature of the process has also led to other problems, including non-payment by customers, which have aggravated the cash flow problem even further. I was advised, however, that senior representatives of Waygar and Ironbridge were meeting next Monday afternoon in a final effort to see if there was any path forward for a going concern transaction.
- [4] The debtor may bring a motion to extend the stay, returnable before me on Tuesday October 31, 2023 at 10:00 AM. It must be supported by evidence which warrants such extension.
- [5] Perhaps this crisis will galvanize the parties to action. If not, other realization measures will have to be considered and pursued.



Penny J.

APPENDIX G

Court File No.: CV-23-00703933-00CL

**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 QUALITY RUGS OF CANADA LTD AND THE OTHER COMPANIES
LISTED IN SCHEDULE A ATTACHED HERETO**

Applicants

**THIRD REPORT TO THE COURT OF
RSM CANADA LIMITED, IN ITS CAPACITY AS MONITOR OF THE APPLICANTS**

OCTOBER 30, 2023

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I. INTRODUCTION

1. On August 25, 2023, Quality Rugs of Canada Limited and the other companies listed in Schedule A attached hereto (collectively referred to herein as “**QSG**” or the “**Applicants**” or the “**Companies**”) sought and obtained an initial order (the “**Initial Order**”), under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The Companies’ proceedings pursuant to the CCAA are referred to herein as the “**CCAA Proceedings**”.
2. The Initial Order, among other things:
 - (a) appointed RSM Canada Limited (“**RSM**”) as monitor (in such capacity, the **Monitor**);
 - (b) granted a Stay of Proceedings against the Companies and Directors and Officers (as those terms are defined in the Initial Order) for the period to and including September 5, 2023 (the “**Stay Period**”);
 - (c) approved a debtor-in-possession credit facility (the “**DIP Facility**”) from Ironbridge Equity Partners IV LP and Ironbridge Equity Partners (International) IV, LP (collectively, the “**DIP Lender**”) pursuant to which, among other things, the DIP Lender would provide an initial amount of up to \$3,500,000 in accordance with the Cash Flow Forecast (as defined in the Monitor’s First Report) to be advanced during the initial 10 days of the CCAA; and
 - (d) granted the Administration Charge, Directors’ Charge, DIP Lenders’ Charge, Financial Advisor’s Charge and Lien Charge (all defined in the Initial Order).
3. On September 5, 2023, the Initial Order was amended and restated (the “**ARIO**”), which, *inter alia*: (i) extended the Stay Period to October 31, 2023; and (ii) provided for borrowings under the DIP Facility to be increased to but not exceed \$7 million, unless permitted by further order of the Court. A copy of the ARIO is attached hereto as **Appendix “A”**.

4. On September 22, 2023, the Court issued an Endorsement (the “**September 22nd Endorsement**”) addressing a letter sent to builder customers of QSG dated August 16, 2023 by Labourers’ International Union of North America, Local 183 (“**LiUNA 183**”) and the status of QSG’s various remittance payments thereto, including that: (a) QSG is fully paid up in respect of the remittances payable to LiUNA 183; and (b) builder customers should continue to remit accounts payable amounts to QSG in the ordinary course of business. A copy of the September 22nd Endorsement is attached hereto as **Appendix “B”**.
5. On September 28, 2023, the Court issued an Endorsement (the “**September 28th Endorsement**”) setting out that: (a) LiUNA 183’s holdback issue is adjourned to October 5, 2023; (b) the sale approval motion is rescheduled to be heard on October 18, 2023; and (c) the Monitor’s counsel shall keep the Court apprised of progress of those matters currently under negotiation (LRO and holdback issues). A copy of the September 28th Endorsement is attached hereto as **Appendix “C”**.
6. On October 5, 2023, a hearing was held with respect to the holdback matters as between the Unions and the Applicants and the Court issued an Endorsement in this regard (the “**October 5th Endorsement**”). A copy of the October 5th Endorsement is attached hereto as **Appendix “D”**.
7. On October 13, 2023, a hearing was held in respect of the delay in finalizing a Lien Regularization Order and the Court issued an Endorsement in this regard (the “**October 13th Endorsement**”). A copy of the October 13th Endorsement is attached hereto as **Appendix “E”**.
8. On October 27, 2023, a case conference was held upon the request of Waygar Capital Inc. (“**Waygar**”) during which, *inter alia*, the various delays in relation to finalization of a Lien Regularization Order and completion and execution of definitive documents in respect of an asset purchase agreement were discussed. The Court issued an Endorsement in this regard (the “**October 27th Endorsement**”). A copy of the October 27th Endorsement is attached hereto as **Appendix “F”**.

9. Copies of the various materials pertaining to the CCAA Proceedings are available on the Monitor's website at <http://www.rsmcanada.com/quality-sterling-group> (the "**Monitor's Website**").

Purpose of Report

10. The purpose of this third report of the Monitor (the "**Third Report**") is to provide the Court with information pertaining to:
 - (a) the status of the various stakeholders' discussions and negotiations as it relates to QSG's CCAA Proceedings;
 - (b) the maturity of the DIP Facility between Quality Rugs of Canada and the DIP Lenders (as defined in the DIP Facility Loan Agreement); and
 - (c) the Applicants' request for an extension of the Stay of Proceedings until and including November 6, 2023.

Terms of Reference

11. In preparing the Third Report and making the comments herein, the Monitor has relied upon unaudited financial information, books and records and financial information prepared by the Applicants, discussions with, among others, QSG management and staff, counsel to Ironbridge Equity Partners Management Limited ("**Ironbridge**"), QSG and the Monitor, the Fuller Landau Group in its capacity as financial advisor to Waygar and Waygar's counsel, and discussions and correspondence with counsel for various lien claimants and other stakeholders (collectively, the "**Information**").
12. Certain of the information contained in the Third Report may refer to, or is based on, the Information. Since the Information has been provided by other parties or was obtained from documents filed with the Court in this matter, the Monitor has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the

Chartered Professional Accountants Canada Handbook. Accordingly, the Monitor expresses no opinion or other form of assurance in respect of the Information.

13. Capitalized terms not otherwise defined herein are as defined in the pre-filing reports of RSM, the First Report, the Second Report, the various Orders of the Court and other documentation filed in respect of the CCAA Proceedings, which can be found on the Monitor's Website.
14. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.

II. STATUS OF DISCUSSIONS AND NEGOTIATIONS

15. The Applicants, the Monitor and Ironbridge, and counsel for a group of lien and construction trust claimants have engaged in many discussions and negotiations with a view to coming to common ground on numerous commercial business issues involving a form of Lien Regularization Order (the "LRO").
16. One of the central issues required for the Applicants to move forward with a purchase and sale transaction with Ironbridge has been finalizing a form of LRO, hopefully with the support of many of the lien and trust claimants and getting such an LRO approved by the Court.
17. Since the ARIO prevents the filing and registration of liens in the normal course under provincial legislation, the various stakeholders have engaged in numerous without prejudice meetings and discussions attempting to develop a comprehensive global solution for all parties, notwithstanding varying provincial laws as they relate to construction liens and trust claims, and to avoid having to come back to Court for multiple Orders.
18. The discussions on the LRO have been advanced primarily by counsel to the Applicants and Ironbridge, with the support of the Monitor, and the draft LRO proposes, among other things, to:
 - (a) attempt to deal with all lien and trust claims in all applicable provinces;
 - (b) incorporate a claims process for the submission of lien and trust claims;

- (c) empower the Monitor to engage one or more adjudicators to review claim documentation submitted by lien or trust claimants, which adjudicators would be experts in construction law and provide for a significantly expedited and economically efficient process to vet claims; and
 - (d) create a court ordered charge which would provide for the possibility of a tangible recovery to be available for lien and trust claimants, subject to the determination of their claims in the claims process.
19. Notwithstanding the efforts made, there is no meeting of the minds on the quantum of any such recoveries for the lien and trust claimants. The quantum of that recovery was a material issue for all parties, including Waygar. Waygar had also expressed concerns about any reserves being deducted from the purchase price on closing, even to secure the amounts of the Administration Charge and Directors' Charge.
20. The Monitor understands that, on October 30, 2023, Waygar and Ironbridge met to discuss whether any further accommodations may be agreed to by either party to bridge the issues in question. The Monitor has been advised that those discussions were not fruitful, and that Ironbridge has advised the Applicants that it is no longer interested in concluding the purchase transaction which it and the Applicants had been pursuing. At approximately 9:40 pm on October 30, 2023, the Monitor was informed formally that the proposed transaction will not be proceeding.
21. In light of this information, and given the position recently stated by Waygar, the Monitor expects that Waygar will bring forward a motion to appoint a receiver to liquidate the assets of the Applicants. The Monitor is not aware of whether Ironbridge will seek an alternative process to see to the repayment in full of the DIP Facility.

III. DIP FACILITY LOAN MATURITY

22. Pursuant to the DIP Facility Loan Agreement dated August 25, 2023, all DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:
- (a) conversion of the CCAA Proceeding into a proceeding under the Bankruptcy and Insolvency Act (Canada);
 - (b) an Event of Default in respect of which the DIP Lenders have notified the Obligors pursuant to Section 31 that they have elected to accelerate all amounts owing; or
 - (c) the date that is eight weeks after the date of the Initial Order, which date may be extended by the DIP Lenders for up to an additional two weeks provided that the DIP Lenders agree to such extension in writing.
23. By letter dated October 23, 2023 (the “**October 23rd Letter**”), counsel for the DIP Lenders sent a notice to QSG advising it, among other things, that the DIP Facility matured on October 20, 2023, and that the DIP Lenders extended the maturity date to October 27, 2023. A copy of the October 23rd Letter is attached hereto as **Appendix “G”**.
24. On October 30, 2023, the Monitor’s counsel was advised by counsel to the DIP Lenders that the DIP Facility would not be further extended beyond October 27, 2023. Accordingly, the DIP Facility has matured and is repayable in full.

IV. STAY EXTENSION

25. The Stay Period currently expires on October 31, 2023.
26. The Monitor supports the requested stay extension for the following reasons:
- (a) the Monitor believes that the Companies have acted and continue to act in good faith and with due diligence;
 - (b) the requested stay extension provides the Companies with the additional time required to:

- (i) schedule a case conference or a further motion to address and implement an appropriate process to deal with the assets of the Applicants; and
- (ii) schedule a motion to deal with the need for a form of LRO; and
- (c) the Monitor believes that creditors of the Applicants will not be materially prejudiced by the requested stay extension.

V. CONCLUSION

- 27. Clearly, one or more further Court attendances will be required to address both the status of the LRO and the manner in which to best deal with the assets of the Applicants.
- 28. In the circumstances, the Monitor recommends that the Court approve the Applicants' request for an extension of the Stay Period to November 6, 2023.

All of which is respectfully submitted to this Court as of this 30th day of October 2023.

RSM CANADA LIMITED

solely in its capacity as Proposed CCAA
Monitor of the Quality Sterling Group and
not in its personal or corporate capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

Schedule “A” – Other Applicants**A.1 QSG Opcos (in addition to QRCL)**

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

APPENDIX H



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00703933-00CL DATE: OCTOBER 31 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: **QUALITY RUGS OF CANADA LTD v WAYGARD CAPITAL INC**
et al

BEFORE JUSTICE: **PENNY**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
CHRISTOPHER BESANT	QUALITY RUGS OF CANADA LIMITED	cbesant@grllp.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
STEVEN LEONARD GRAFF MATILDA LICHI JAMES BRUCE	WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.	sgraff@airdberlis.com mlichi@airdberlis.com jbruce@waygarcapital.com
DANIEL WRIGHT	UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA	dwright@rousseauamazuca.com
MICHAEL P. FARACE	GG EIGHT CUMBERLAND INC	Michael.farace@devrylaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Devon Goyo	Supplier to Respondent – Ciot Inc	dgoyo@parenteborean.com
Akhil Vohar	Ames Tile & Stone LTD	avohra@ogilvielaw.com

Natalie Renner Natasha MacParland	Counsel for Ironbridge, the DIP Lender	Nrenner@dwpv.com nmacparland@dwpv.com
Joseph Latham Erik Axell Arif Dhanani Bryan Tannenbaum	RSM Canada Limited - Monitor	jlatham@goodmans.ca eaxell@goodmans.ca arif.dhanani@rsmcanada.com bryan.tannenbaum@rsmcanada.com
Demetrios Yiokaris (Koskie Minsky LLP)	LIUNA Local 183	dyiokaris@kmlaw.ca
Derek Brett	4405967 NS Limited.	dbb@burnsidelaw.net
Tushar Sabharwal	Olympia Tile	tsabharwal@dakllp.com
Haddon Murray	Counsel to suppliers: Torlys Inc; Metropolitan Hardwood Floors (Eastern) Inc.; Lauzon – Planchers De Bois Exclusifs Inc.; Ceratec Inc.; and BoaFranc SENC/GP	haddon.murray@gowlingwlg.com
Danny Nunes (DLA Piper Canada LLP)	Fuzion Flooring	danny.nunes@dlapiper.com
Marin Leci	Housing One	mleci@blg.com

ENDORSEMENT OF JUSTICE PENNY :

The court-ordered stay in these CCAA proceedings was to have expired today. At a case conference on Friday, October 27, I scheduled a motion for a stay extension.

At 9:40 PM last night, the Monitor was advised definitively that the Ironbridge transaction would not be proceeding. This transaction was at the heart of the debtors' restructuring proposal. The debtors have no funds to continue to operate the company, and no available source of funds. It is generally recognized by the debtors and other stakeholders that, with the Ironbridge transaction gone, the only remaining option is some form of liquidation.

Waygar had a pending application for the appointment of a receiver which was adjourned as part of the negotiations which lead to the initial order under the debtor-lead CCAA filing. In light of the collapse of the debtors' restructuring effort, Waygar, earlier this morning, brought its application back on. It seeks the appointment of The Fuller Landau Group Inc. as receiver of the debtors.

There are many stakeholders whose interests have been affected, constrained or deferred to date, in the interests of a negotiated solution and/or the expectation of a future court hearing on various aspects of the CCAA process. In order to avoid chaos, there will need to be an orderly transition from the CCAA proceedings to the receivership proceedings, and an ongoing stay will be required. During the transition, it is important that parties' positions not be compromised or further prejudiced.

In all of the circumstances, I find it is just and convenient to grant Waygar's application for the appointment of a receiver. The form of order, however, shall reflect the principles which inform an initial order under the CCAA. In other words, the initial receivership order shall be a "bare bones" order (as distinct from the Commercial List Model Order, which may be sought on the "comeback" hearing) which appoints the Receiver and confers on the Receiver control over the debtors' assets and undertaking. There will need to be a priority charge to protect the Receiver and its counsel. And, the Receiver will need the power to borrow in an initial amount that will enable its work to be done until the "comeback" hearing, which has been scheduled to take place on Friday November 24, 2023 at 10:00 AM before me. The existing stay shall be extended until November 24, or further order of the court.

Of great importance to the stakeholders, many of whom have been patiently waiting for their day in court to assert their claims and priorities, is that the initial receivership order not prejudice any position a stakeholder may wish to take regarding the order and effectiveness of any priorities or related interests (such as the assertion of common law trusts). This includes, without limitation, Ironbridge, which advanced funds under the court-approved DIP facility, and the suppliers, whose trust and lien claims have been held in abeyance under the ARIO pending finalization of a lien regularization order, which has not happened. All such rights and arguments are preserved pending further argument on November 24, or other date as may be scheduled. The court specifically retains the authority and discretion to make retroactive orders to ensure that this principle has been adhered to.

The ARIO will remain in place during the transition. To the extent the initial receivership order and the ARIO are in conflict, the initial receivership order shall prevail. The Monitor has undertaken to work with the Receiver during the transitional period to ensure the most efficient and effective transition reasonably available.

The Monitor confirmed that certain funds that were to be held separate and apart by virtue of my September 26 endorsement have indeed been held separate and apart. They will continue to be so held, either by the Monitor or the Receiver, as appropriate. The beneficiary of the \$2,000 payment (MRAD) is apparently out of the country and has not cashed the cheque issued to him by the debtors. To avoid uncertainty and delay in resolving that payment, the cheque issued to MRAD may be destroyed or cancelled and the funds transferred to LIUNA's counsel to be held in trust for MRAD.

I am leaving it to the principal stakeholders to draft a bespoke initial receivership order in accordance with these directions. If there are serious disagreements about truly material and necessary points which must be resolved before November 24, I may be spoken to.

A handwritten signature in blue ink, appearing to read "Penny J.", with a stylized flourish at the end.

Penny J.

APPENDIX I



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00703292-00CL/CV-23-00703933-00CL **DATE:** November 2, 2023

NO. ON LIST: _____

TITLE OF PROCEEDING: WAYGAR CAPITAL INC. v. QUALITY RUGS OF CANADA LTD
v WAYGARD CAPITAL INC et al

BEFORE JUSTICE: PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
CHRISTOPHER BESANT	QUALITY RUGS OF CANADA LIMITED	cbesant@grllp.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
STEVEN LEONARD GRAFF MATILDA LICHI JAMES BRUCE	WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.	sgraff@airdberlis.com mlici@airdberlis.com jbruce@waygarcapital.com
DANIEL WRIGHT	UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA	dwright@rousseauamazzuca.com
MICHAEL P. FARACE	GG EIGHT CUMBERLAND INC	Michael.farace@devrylaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Devon Goyo	Supplier to Respondent – Ciot Inc	dgoyo@parenteborean.com
Akhil Vohar	Ames Tile & Stone LTD	avohra@ogilvielaw.com

Natalie Renner Natasha MacParland	Counsel for Ironbridge, the DIP Lender	Nrenner@dwpv.com nmacparland@dwpv.com
Joseph Latham Erik Axell Arif Dhanani Bryan Tannenbaum	RSM Canada Limited - Monitor	jlatham@goodmans.ca eaxell@goodmans.ca arif.dhanani@rsmcanada.com bryan.tannenbaum@rsmcanada.com
Demetrios Yiokaris (Koskie Minsky LLP)	LIUNA Local 183	dyiokaris@kmlaw.ca
Derek Brett	4405967 NS Limited.	dbb@burnsidelaw.net
Tushar Sabharwal	Olympia Tile	tsabharwal@dakllp.com
Haddon Murray	Counsel to suppliers: Torlys Inc; Metropolitan Hardwood Floors (Eastern) Inc.; Lauzon – Planchers De Bois Exclusifs Inc.; Cerasec Inc.; and BoaFranc SENC/GP	haddon.murray@gowlingwlg.com
Danny Nunes (DLA Piper Canada LLP)	Fuzion Flooring	danny.nunes@dlapiper.com
Marin Leci	Housing One	mleci@blg.com

CLARIFYING ENDORSEMENT OF JUSTICE PENNY of NOVEMBER 2, 2023:

In my endorsement of October 31, 2023, I appointed Fuller Landau as Receiver of the debtors. This occurred in the context of an existing CCAA proceeding. Given that the appointment was made on short notice and in peculiar circumstances, I ordered that the initial receivership order should be a “bare bones” order until a comeback hearing scheduled on November 24, 2023.

A dispute has arisen about the form of bare-bones receivership order that should issue. To expedite matters, I asked my two court appointees, the Monitor and the Receiver, to report on what paragraphs in the draft order are in dispute and what the nature of the dispute is.

I have been advised by my appointees that the principal dispute arises out of language in the draft order that provides for a first charge favour of the Receiver’s fees and borrowings.

I have been asked to clarify whether it was my intent, in the October 31 endorsement, to impose a priority charge for the benefit of the Receiver limited to priority over pre-filing or statutory claims, to be further reviewed on November 24, or a first charge in priority to all prior charges in these proceedings, which would also be reviewed on November 24.

Although I did not conceive of or articulate the matter quite this way, it was my intent that the Receiver have a priority charge for its fees and borrowings (and those of its counsel) but not a *first* charge which would necessarily “prime” all earlier charges granted in these proceedings. The relationship between the earlier

priority charges and the new priority charge relating to the appointment of the Receiver is a potentially complex one which will, if not resolved, likely require a full briefing, including practical and/or judicial precedents, to understand and appropriately resolve. The determination of where the Receiver's charge will rank vis-a-vis the existing, earlier charges under the CCAA ARIO must await the full hearing on November 24.

I trust this will be of assistance clarifying the intended scope of the bare-bones initial receivership order pending a full hearing of this matter on November 24, 2023.

A handwritten signature in blue ink, appearing to read "Penny J.", with a stylized flourish at the end.

Penny J.

APPENDIX J



Court File No. CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 31ST
MR JUSTICE PENNY) DAY OF OCTOBER, 2023

**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 QUALITY RUGS OF CANADA
LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

(collectively, the "**Applicants**")

CCAA STAY EXTENSION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day by videoconference.

ON READING the Notice of Motion dated October 29, 2023 including the Affidavit of John Pacione sworn October 30, 2023, the Application Record of Waygar Capital Inc. ("**Waygar**"), including the affidavit of Don Rogers sworn October 31, 2023, and the third report of RSM Canada Limited as the Court-appointed monitor of the Applicants (in such capacity, the

“**Monitor**”) dated October 30, 2023, and on hearing the submissions of counsel for the Applicants, counsel for Waygar, counsel for Ironbridge Equity Partners Management Limited (“**Ironbridge**”), and counsel for the Monitor, and other stakeholders appearing on the motion,

SERVICE

1. **THIS COURT ORDERS** that the time for and manner of service of the Applicants’ Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that the Stay Period pursuant to the Amended and Restated Initial Order made September 5, 2023 in these proceedings (the “**ARIO**”) is hereby extended until and including November 24, 2023, or such later date as this Court may order.

AMENDMENTS TO ARIO

3. **THIS COURT ORDERS** that paragraphs 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 31(a), 31(b), 31(e), 31(f), and 31(g) of the ARIO are no longer of any further force or effect.

4. **THIS COURT ORDERS** that paragraph 31(c) of the ARIO shall be read to authorize the Monitor to assist The Fuller Landau Group Inc., in its capacity as the court-appointed receiver of the Applicants in proceedings advanced under court file number CV-23-00703874-00CL (the “**Receivership Proceedings**”), in responding to information requests of creditors of the Applicants.


5. **THIS COURT ORDERS** that paragraph 31(h) of the ARIO shall be read to permit the Monitor to continue to have access to the premises, books and records of the Applicants to the extent that same may be necessary for the Monitor to adequately complete such reports to the Court as may be necessary or appropriate in connection with the transitioning of these proceedings to the Receivership Proceedings.

6. **THIS COURT ORDERS** that paragraph 34 of the ARIO shall only be read to apply to information of the Applicants which may be in the possession or control of the Monitor.

GENERAL

7. **THIS COURT ORDERS** that the Monitor shall continue to have the benefit of the provisions of all Orders made in the CCAA Proceedings, including all rights, approvals, releases and protections in favour of the Monitor.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



Schedule “A” – Other Applicants

A.1 QSG Opcos (in addition to QRCL)

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

collectively, The Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

CCAA STAY EXTENSION ORDER

Gardiner Roberts LLP
Bay Adelaide Centre
22 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3

Christopher Besant (LSO#248820)
Email: cbesant@grllp.com
Tel: (416) 865 4022

Lawyer for the Applicants

APPENDIX K



Court File No. CV-23-00703874-00CL

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

THE HONOURABLE MR.)

TUESDAY, THE 31ST

JUSTICE PENNY)

DAY OF OCTOBER, 2023

**WAYGAR CAPITAL INC., as agent for NINEPOINT CANADIAN SENIOR DEBT
MASTER FUND L.P.**

Applicant

- and -

**QUALITY RUGS OF CANADA LIMITED, MALVERN CONTRACT INTERIORS
LIMITED, WESTON HARDWOOD DESIGN CENTRE INC., ONTARIO FLOORING
LTD., TIMELINE FLOORS INC., AND QUALITY COMMERCIAL CARPET
CORPORATION**

Respondents

**APPLICATION UNDER SUBSECTION 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
(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 The Fuller Landau Group Inc. ("**Fuller**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of each of Quality Rugs of Canada Limited, Malvern Contract Interiors Limited, Weston Hardwood Design Centre Inc., Ontario Flooring Ltd., Timeline Floors Inc., and Quality Commercial Carpet Corporation, (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Don Rogers sworn July 24, 2023 and October 31, 2023, and the respective exhibits thereto, and on hearing the submissions of counsel for Applicant, counsel for the Respondents, and such other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service of Matilda Lici sworn October 31, 2023, and on reading the consent of Fuller to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application 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, Fuller is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **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 Debtors, 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 Debtors;
- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 any of the Debtors, 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 Debtors, 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) 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 \$500,000; 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* 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 Debtors;
 - (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
 - (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

(r) 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 each of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (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.

5. **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 Debtors, 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.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that the stay of proceedings in effect in accordance with paragraphs 14-17 of the Amended and Restated Initial Order dated September 5, 2023 (the "ARIO") granted in the proceedings commenced under the *Companies' Creditors Arrangement Act* (Canada) under court file no. CV-23-00703933-00CL (the "CCAA Proceedings") shall apply *mutatis mutandis* to any Proceedings (as defined in the ARIO) or any right or remedy against or in respect of the Debtors, the Receiver and the Property, and nothing herein shall derogate from the stay of proceedings in effect pursuant to the ARIO except to the extent necessary to give effect to the appointment of the Receiver. For greater certainty, notwithstanding paragraph 41 of the ARIO, the DIP Lender (as defined in the ARIO) shall

refrain from exercising any and all of its rights and remedies under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge without further Order of this Court.

RECEIVER TO HOLD FUNDS

9. **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 further Order of this Court.

EMPLOYEES

10. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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

11. **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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. **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

13. **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

14. **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 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, provided, however, that nothing in this paragraph shall derogate from or impair any of the existing priority charges (the "**CCAA Charges**") granted in the CCAA Proceedings, which CCAA Charges shall continue to exist until the comeback hearing on November 24, 2023 (the "**Comeback Date**") or further Order of the Court.

15. **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.

16. **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

17. **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 \$1,500,000 (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, provided, however, that nothing in this paragraph shall derogate from or impair any of the CCAA Charges granted in the CCAA Proceedings, which CCAA Charges shall continue to exist until the Comeback Date or further Order of the Court. From the date of this Order until the Comeback Date, the Receiver shall only borrow or draw on those amounts that are necessary for the receivership on an interim basis, until the Comeback Date.

18. **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.

19. **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.

20. **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.

PRIORITY OF THE CHARGES

21. **THIS COURT ORDERS** that the relative priority of the Receiver's Charge, the Receiver's Borrowings Charge and each of the CCAA Charges will be determined at the Comeback Date.

SERVICE AND NOTICE

22. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors’ name from the engagement list at the following URL [‘https://fullerllp.com/services/corporate-restructuring-and-insolvency/selected-active-engagements/’](https://fullerllp.com/services/corporate-restructuring-and-insolvency/selected-active-engagements/).

23. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute 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 facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile 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.

GENERAL

24. **THIS COURT ORDERS** that the Receiver be and it is hereby directed to communicate and cooperate with RSM Canada Limited, in its capacity as the Monitor of the Debtors in the CCAA Proceedings, with a view to making the transition from the CCAA Proceedings to the receivership herein as efficient as possible.

25. **THIS COURT ORDERS** that the ARIO, as amended as of October 31, 2023, shall continue in full force and effect until the CCAA Proceedings are terminated by order of this Court, provided that, to the extent that there is any inconsistency between any provision(s) of the ARIO and the provisions of this Order, the provisions of this Order shall prevail.

26. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay the sum of \$2,000.00 to Koskie Minsky LLP in trust for Radisa Zlatahnic o/a MRAD.

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 Debtors.

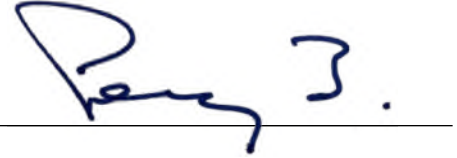
29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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 application, 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 Debtors' 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.

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and enforceable without any need for entry or filing.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "Ray J.".

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that The Fuller Landau Group Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of each of Quality Rugs of Canada Limited, Malvern Contract Interiors Limited, Weston Hardwood Design Centre Inc., Ontario Flooring Ltd., Timeline Floors Inc., and Quality Commercial Carpet Corporation (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 18th day of August, 2023 (the "**Order**") made in an action having Court file number CV-23-00703874-00CL, 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__.

The Fuller Landau Group Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

**WAYGAR CAPITAL INC., AS AGENT FOR
NINEPOINT CANADIAN SENIOR DEBT MASTER
FUND L.P.**
Applicant

- and -

QUALITY RUGS OF CANADA LIMITED ET AL.

Respondents

Court File No: CV-23-00703874-00CL

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

Proceedings commenced at Toronto

**ORDER
(Appointing Receiver)**

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO #31871V)
Tel: 416-865-7726
Email: sgraff@airdberlis.com

Matilda Lici (LSO# 79621D)
Tel: 416-865-3428
Email: mlici@airdberlis.com

*Lawyers for Waygar Capital Inc., as agent for
Ninepoint Canadian Senior Debt Master Fund L.P*

APPENDIX L



Canada Revenue
Agency

Agence du revenu
du Canada

Effective Date
October 16, 2023
Account Number
10435 8668 RT0001
Reference Number
14607651

QUALITY RUGS OF CANADA LIMITED
1-505 CITVIEW BLVD
VAUGHAN ON L4H 0L8

Dear Martin Katz:

Please review the proposal letter. If you have any question, please do not hesitate to call me.

Sincerely,

Maegan Ward
Excise Tax Auditor
Alberta TSO - Edmonton
Suite 10, 9700 Jasper Avenue NW
Edmonton AB T5J 4C8
5873389081
4185662853

October 16, 2023

Martin Katz
 Executive Vice President
 Quality Rugs of Canada Limited
 1 505 Cityview Blvd
 Vaughan ON L4H 0L8

Dear Martin Katz:

**Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Quality Rugs of Canada Limited from August 1, 2023 to August 25, 2023
 Account number: 10435 8668 RT0001**

Further to our telephone conversation on October 12, 2023, the GST/HST return of Quality Rugs of Canada Limited (the “registrant”) for the above period was chosen for audit. Our records show that RSM Canada Limited was appointed as Monitor, when an Initial Order under the Companies' Creditors Arrangement Act (CCAA) was filed on August 25, 2023.

Based on information in the list of creditors filed for Quality Rugs of Canada Limited, we are proposing to make a (re)assessment as shown below.

Under section 165 of the Excise Tax Act, every recipient of a taxable supply made in Canada is required to pay the GST/HST charged for that supply. You have not paid the GST/HST owed to your suppliers, based on the list of creditors that was filed. Under paragraph 296(1)(b) of the Act, we are proposing to increase your tax payable by the amount of GST/HST owed on taxable supplies that you received where the tax was not paid to your suppliers.

Period ending	Description	Proposed change
2023-08-25	Increase to tax payable under 296(1)(b)	\$ 1,902,992.81

The proposed amount of \$1,902,992.81 is based on calculations we made in the enclosed Schedule A – Calculation of GST/HST Included in Unpaid Amounts. Our calculations are based on the list of creditors dated August 31, 2023, which was the most recent list available to us.

Please make sure that all input tax credits (ITCs) have been properly claimed on your GST/HST returns. If amounts were eligible and not previously claimed for purchases made on or before the CCAA date of August 25, 2023, they can be claimed as ITCs in a reporting period before that date if they are within the four-year time limit specified by subsection 225(4) of the Act. Amounts should be claimed in the proper reporting period because of the different policies and filing procedures in effect before and after the CCAA date.

If you have information that we should consider about the proposed changes, you can send it electronically with our “Submit documents” secure online service. You must be registered for My Business Account or Represent a Client. For more information, go to **canada.ca/cra-submit-documents-online**. Use case number **14607651** to make sure your documents are sent properly. Failure to use the case number can result in delays with finalizing your file. You may use the same case number with our “Audit Enquiries” secure online service if you have any questions.

You can also send information by fax or mail to my attention and marked “Personal and confidential” using my contact information at the end of this letter.

We will consider any representations received on or before **November 16, 2023**. If you do not respond by that date, we will (re)assess your return based on the proposed change.

See the enclosed Schedule B – List of Recommended Representations, if you need help. We might ask for more information later.

To help you prepare for the audit, search our publications at **canada.ca/cra-forms** and get Pamphlet RC4188, What You Should Know About Audits. To help you understand your rights as a taxpayer, see Guide RC17, Taxpayer Bill of Rights, which you can get at **canada.ca/taxpayer-rights**.

If you have any questions or concerns during the audit, please call me at 587-338-9081. My team leader, Lori-Ann Thomson, can be reached at 587-335-3420 if I am not available.

Sincerely,

M. Ward

Maegan Ward
GST/HST Audit Division
Alberta Tax Services Office

Telephone: 587-338-9081
Facsimile: 418-566-2853
Address: Suite 10 9700 Jasper Avenue
Edmonton AB T5J 4C8
Website: **canada.ca/taxes**

Enclosures

I agree to the proposed change and waive the 30-day proposal period.

(Signature of Authorized Officer)

Registrant:	Quality Rugs of Canada Limited	Date: October 16, 2023
Business Number:	10435 8668 RT0001	
Audit Period:	August 1, 2023 to August 25, 2023	
Prepared by:	Maegan Ward	

Calculation of proposed audit adjustments for Quality Rugs of Canada Limited:

The registrant's physical and mailing addresses are located in Ontario. We found no evidence to show that the registrant operated from any other province. Calculations were completed under the assumption that all supplies from unsecured creditors were made in Ontario and were taxable at 13%. We also assumed that no amounts from the listing were paid and that no amounts were approved by the Monitor to be paid at some future date. We made adjustments where unpaid amounts related to supplies that were zero-rated, exempt, or relieved from GST/HST.

Total amount unpaid to suppliers		62,093,994.12
Less: Total amount where GST/HST was not charged or owed	(A)	45,552,595.08
Total amount unpaid to suppliers where GST/HST was charged		16,541,399.04
Calculate GST/HST included at 13%		x 13/113
Total GST/HST included in unpaid amounts		1,902,992.81

List of unsecured creditors where no GST/HST was charged or owed:

Name of supplier	Unpaid amount
WAYGAR CAPITAL INC.	44,535,000.00
FIS CAPITAL	2,560.58
MOHAWK CANADA CORPORATION	983,102.28
TAKE O BY CLARIMAR ESTUDIO, SRL	2,908.00
TARKETT	20,624.22
VIGILANT CONSULTANCY	8,400.00
Total amount where GST/HST was not charged or owed	45,552,595.08 (A)

Schedule B – List of Recommended Representations

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Quality Rugs of Canada Limited for the audit period August 1, 2023 to August 25, 2023

You can include information from this list with your representations. If possible, please send electronic files in spreadsheet format (.xls or .xlsx) or as a text file (.csv) for listings, and in PDF format for all other documents.

1. If you want to claim input tax credits (ITCs) that might be eligible for purchases made up to August 25, 2023, and they were not claimed previously, give a detailed listing that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. amount of GST/HST charged
2. An updated listing of all accounts payable as of August 25, 2023, for Quality Rugs of Canada Limited.
3. Copies of original purchase documents for transactions from your listing of accounts payable where GST/HST was not charged, that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. explanation of why GST/HST was not charged
4. Information about payments made after August 25, 2023, that would affect your listing of accounts payable, including proof of payments.
5. Information about accounts that you expect will be paid after August 25, 2023, and the sources of funds for those payments. Please include a schedule of payments to be made at certain intervals that were approved by the Monitor.
6. List of suppliers to be paid that are considered critical for continuing business operations.



Canada Revenue
Agency

Agence du revenu
du Canada

Effective Date
October 16, 2023
Account Number
83890 6139 RT0001
Reference Number
39607651

TIMELINE FLOORS INC.
C/O MARTIN KATZ
1 - 505 CITYVIEW BLVD
WOODBIDGE ON L4H 0L8

Dear Martin Katz:

Please review the proposal letter. If you have any question, please do not hesitate to contact me.

Sincerely,

Maegan Ward
Excise Tax Auditor
Alberta TSO - Edmonton
Suite 10, 9700 Jasper Avenue NW
Edmonton AB T5J 4C8
5873389081
4185662853

October 16, 2023

Martin Katz
 Executive Vice President
 Timeline Floors Inc.
 1 505 Cityview Blvd
 Vaughn ON L4H 0L8

Dear Martin Katz:

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Timeline Floors Inc. from August 1, 2023 to August 25, 2023
Account number: 83890 6139 RT0001

Further to our telephone conversation on October 12, 2023, your GST/HST return of Timeline Floors Inc. for the above period was chosen for audit. Our records show that RSM Canada Limited was appointed as Monitor, when an Initial Order under the Companies' Creditors Arrangement Act (CCAA) was filed on August 25, 2023.

Based on information in the list of creditors filed for Timeline Floors inc., we are proposing to make a (re)assessment as shown below.

Under section 165 of the Excise Tax Act, every recipient of a taxable supply made in Canada is required to pay the GST/HST charged for that supply. You have not paid the GST/HST owed to your suppliers, based on the list of creditors that was filed. Under paragraph 296(1)(b) of the Act, we are proposing to increase your tax payable by the amount of GST/HST owed on taxable supplies that you received where the tax was not paid to your suppliers.

Period ending	Description	Proposed change
2023-08-25	Increase to tax payable under 296(1)(b)	\$ 91,770.33

The proposed amount of \$91,770.33 is based on calculations we made in the enclosed Schedule A – Calculation of GST/HST Included in Unpaid Amounts. Our calculations are based on the list of creditors dated August 31, 2023, which was the most recent list available to us.

Please make sure that all input tax credits (ITCs) have been properly claimed in your GST/HST returns. If amounts were eligible and not previously claimed for purchases made on or before the CCAA date of August 25, 2023, they can be claimed as ITCs in a reporting period before that date if they are within the four-year time limit specified by subsection 225(4) of the Act. Amounts should be claimed in the proper reporting period because of the different policies and filing procedures in effect before and after the CCAA date.

If you have information that we should consider about the proposed changes, you can send it electronically with our “Submit documents” secure online service. You must be registered for My Business Account or Represent a Client. For more information, go to **canada.ca/cra-submit-documents-online**. Use case number **39607651** to make sure your documents are sent properly. Failure to use the case number can result in delays with finalizing your file. You may use the same case number with our “Audit Enquiries” secure online service if you have any questions.

You can also send information by fax or mail to my attention and marked “Personal and confidential” using my contact information at the end of this letter.

We will consider any representations received on or before **November 16, 2023**. If you do not respond by that date, we will (re)assess your return based on the proposed change.

See the enclosed Schedule B – List of Recommended Representations, if you need help. We might ask for more information later.

To help you prepare for the audit, search our publications at **canada.ca/cra-forms** and get Pamphlet RC4188, What You Should Know About Audits. To help you understand your rights as a taxpayer, see Guide RC17, Taxpayer Bill of Rights, which you can get at **canada.ca/taxpayer-rights**.

If you have any questions or concerns during the audit, please call me at 587-338-9081. My team leader, Lori-Ann Thomson, can be reached at 587-335-3420 if I am not available.

Sincerely,

M. Ward

Maegan Ward
GST/HST Audit Division
Alberta Tax Services Office

Telephone: 587-338-9081
Facsimile: 418-566-2853
Address: Suite 10 9700 Jasper Avenue
Edmonton AB T5J 4C8
Website: **canada.ca/taxes**

Enclosures

I agree to the proposed change and waive the 30-day proposal period.

(Signature of Authorized Officer)

Registrant:	Timeline Floors Inc.	Date: October 16, 2023
Business Number:	83890 6139 RT0001	
Audit Period:	August 1, 2023 to August 25, 2023	
Prepared by:	Maegan Ward	

Calculation of proposed audit adjustments for Timeline Floors Inc.:

The registrant's physical and mailing addresses are located in British Columbia. We found no evidence to show that registrant operated from any other province. Calculations were completed under the assumption that all supplies from unsecured creditors were made in British Columbia and were taxable at 5%. We also assumed that no amounts from the listing were paid and that no amounts were approved by the Monitor to be paid at some future date. We made adjustments where unpaid amounts related to supplies that were zero-rated, exempt, or relieved from GST/HST.

Total amount unpaid to suppliers		1,930,595.07
Less: Total amount where GST/HST was not charged or owed	(A)	<u>3,418.16</u>
Total amount unpaid to suppliers where GST/HST was charged		1,927,176.91
Calculate GST/HST included at 5%		<u>x 5/105</u>
Total GST/HST included in unpaid amounts		<u><u>91,770.33</u></u>

List of unsecured creditors where no GST/HST was charged or owed:

Name of supplier	Unpaid amount	
Bentley Mills Inc.	2,918.17	
Workers' Compensation Board - NS	499.99	
Total amount where GST/HST was not charged or owed	3,418.16	(A)

Schedule B – List of Recommended Representations

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Timeline Floors Inc. for the audit period August 1, 2023 to August 25, 2023

You can include information from this list with your representations. If possible, please send electronic files in spreadsheet format (.xls or .xlsx) or as a text file (.csv) for listings, and in PDF format for all other documents.

1. If you want to claim input tax credits (ITCs) that might be eligible for purchases made up to August 25, 2023, and they were not claimed previously, give a detailed listing that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. amount of GST/HST charged
2. An updated listing of all accounts payable as of August 25, 2023, for Timeline Floors Inc.
3. Copies of original purchase documents for transactions from your listing of accounts payable where GST/HST was not charged, that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. explanation of why GST/HST was not charged
4. Information about payments made after August 25, 2023, that would affect your listing of accounts payable, including proof of payments.
5. Information about accounts that you expect will be paid after August 25, 2023, and the sources of funds for those payments. Please include a schedule of payments to be made at certain intervals that were approved by the Monitor.
6. List of suppliers to be paid that are considered critical for continuing business operations.



Canada Revenue
Agency

Agence du revenu
du Canada

Effective Date
October 16, 2023
Account Number
89124 4790 RT0001
Reference Number
2117651

MALVERN CONTRACT INTERIORS
LIMITED
1-505 CITYVIEW BLVD
VAUGHAN ON L4H 0L8

Dear Martin Katz:

Please review the proposal letter. If you have any questions, please do not hesitate to call me.

Sincerely,

Maegan Ward
Excise Tax Auditor
Alberta TSO - Edmonton
Suite 10, 9700 Jasper Avenue NW
Edmonton AB T5J 4C8
5873389081
4185662853

October 16, 2023

Martin Katz
 Executive Vice President
 Malvern Contract Interiors Limited
 1 505 Cityview Blvd
 Vaughan ON L4H 0L8

Dear Martin Katz:

**Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Malvern Contract Interiors Limited from August 1, 2023 to August 25, 2023
 Account number: 89124 4790 RT0001**

Further to our telephone conversation on October 12, 2023, the GST/HST return of Malvern Contract Interiors Limited (the “registrant”) for the above period was chosen for audit. Our records show that RSM Canada Limited was appointed as Monitor, when an Initial Order under the Companies' Creditors Arrangement Act (CCAA) was filed on August 25, 2023.

Based on information in the list of creditors filed for Malvern Contract Interiors Limited, we are proposing to make a (re)assessment as shown below.

Under section 165 of the Excise Tax Act, every recipient of a taxable supply made in Canada is required to pay the GST/HST charged for that supply. You have not paid the GST/HST owed to your suppliers, based on the list of creditors that was filed. Under paragraph 296(1)(b) of the Act, we are proposing to increase your tax payable by the amount of GST/HST owed on taxable supplies that you received where the tax was not paid to your suppliers.

Period ending	Description	Proposed change
2023-08-25	Increase to tax payable under 296(1)(b)	\$ 133,331.58

The proposed amount of \$133,331.58 is based on calculations we made in the enclosed Schedule A – Calculation of GST/HST Included in Unpaid Amounts. Our calculations are based on the list of creditors dated August 31, 2023, which was the most recent list available to us.

Please make sure that all input tax credits (ITCs) have been properly claimed on your GST/HST returns. If amounts were eligible and not previously claimed for purchases made on or before the CCAA date of August 25, 2023, they can be claimed as ITCs in a reporting period before that date if they are within the four-year time limit specified by subsection 225(4) of the Act. Amounts should be claimed in the proper reporting period because of the different policies and filing procedures in effect before and after the CCAA date.

If you have information that we should consider about the proposed changes, you can send it electronically with our “Submit documents” secure online service. You must be registered for My Business Account or Represent a Client. For more information, go to **canada.ca/cra-submit-documents-online**. Use case number **02117651** to make sure your documents are sent properly. Failure to use the case number can result in delays with finalizing your file. You may use the same case number with our “Audit Enquiries” secure online service if you have any questions.

You can also send information by fax or mail to my attention and marked “Personal and confidential” using my contact information at the end of this letter.

We will consider any representations received on or before **November 16, 2023**. If you do not respond by that date, we will (re)assess your return based on the proposed change.

See the enclosed Schedule B – List of Recommended Representations, if you need help. We might ask for more information later.

To help you prepare for the audit, search our publications at **canada.ca/cra-forms** and get Pamphlet RC4188, What You Should Know About Audits. To help you understand your rights as a taxpayer, see Guide RC17, Taxpayer Bill of Rights, which you can get at **canada.ca/taxpayer-rights**.

If you have any questions or concerns during the audit, please call me at 587-338-9081. My team leader, Lori-Ann Thomson, can be reached at 587-335-3420 if I am not available.

Sincerely,

M. Ward

Maegan Ward
GST/HST Audit Division
Alberta Tax Services Office

Telephone: 587-338-9081
Facsimile: 418-566-2853
Address: Suite 10 9700 Jasper Avenue
Edmonton AB T5J 4C8
Website: **canada.ca/taxes**

Enclosures

I agree to the proposed change and waive the 30-day proposal period.

(Signature of Authorized Officer)

Registrant:	Malvern Contract Interiors Limited	Date: October 16, 2023
Business Number:	89124 4790 RT0001	
Audit Period:	August 1, 2023 to August 25, 2023	
Prepared by:	Maegan Ward	

Calculation of proposed audit adjustments for Malvern Contract Interiors Limited:

The registrant's physical and mailing addresses are located in Ontario. We found no evidence to show that the registrant operated from any other province. Calculations were completed under the assumption that all supplies from unsecured creditors were made in Ontario and were taxable at 13%. We also assumed that no amounts from the listing were paid and that no amounts were approved by the Monitor to be paid at some future date. We made adjustments where unpaid amounts related to supplies that were zero-rated, exempt, or relieved from GST/HST.

Total amount unpaid to suppliers		1,161,581.20
Less: Total amount where GST/HST was not charged or owed	(A)	<u>2,622.11</u>
Total amount unpaid to suppliers where GST/HST was charged		1,158,959.09
Calculate GST/HST included at 13%		<u>x 13/113</u>
Total GST/HST included in unpaid amounts		<u><u>133,331.58</u></u>

List of unsecured creditors where no GST/HST was charged or owed:

Name of supplier	Unpaid amount
Engineered Floors	2,622.11
Total amount where GST/HST was not charged or owed	\$ 2,622.11

(A)

Schedule B – List of Recommended Representations

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Malvern Contract Interiors Limited for the audit period August 1, 2023 to August 25, 2023

You can include information from this list with your representations. If possible, please send electronic files in spreadsheet format (.xls or .xlsx) or as a text file (.csv) for listings, and in PDF format for all other documents.

1. If you want to claim input tax credits (ITCs) that might be eligible for purchases made up to August 25, 2023, and they were not claimed previously, give a detailed listing that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. amount of GST/HST charged
2. An updated listing of all accounts payable as of August 25, 2023, for Malvern Contract Interiors Limited.
3. Copies of original purchase documents for transactions from your listing of accounts payable where GST/HST was not charged, that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. explanation of why GST/HST was not charged
4. Information about payments made after August 25, 2023, that would affect your listing of accounts payable, including proof of payments.
5. Information about accounts that you expect will be paid after August 25, 2023, and the sources of funds for those payments. Please include a schedule of payments to be made at certain intervals that were approved by the Monitor.
6. List of suppliers to be paid that are considered critical for continuing business operations.

APPENDIX M



Chris Besant
 Direct Line: 416-865-4022
 Direct Fax: 416-865-6636
 cbesant@grllp.com
 File No.: 121139

October 30, 2023

CONFIDENTIAL

Delivered Via Ordinary Mail and Fax

Canada Revenue Agency
 Alberta Tax Services Office
 GST/HST Audit Division
 Suite 10 9700 Jasper Avenue NW
 Edmonton AB T5J 4C8

Att: Maegan Ward
 Excise Tax Auditor
 GST/HST Audit Division

Fax: 418-566-2853

Canada Revenue Agency
 Rev Coll – Specialty Collections – Insolvency
 Eastern Ontario Tax Services Office

Att: Sandra Palma
 Resource Officer/Complex Case Officer

Fax: 1-833-540-3352 / 418-562-8607

Dear Sirs/Mesdames,

RE: Proposed change further to s 296(1)(b) to the goods and services tax/harmonized sales tax (GST/HST) return for August 1, 2023 to August 25, 2023 for:

1. QUALITY RUGS OF CANADA LIMITED- Account Number 10435 8668 RT0001
 Reference Number 14607651 - Proposed HST Assessment Change for Aug 1-25
 2023: 1902992.81
2. TIMELINE FLOORS INC - Account Number 83890 6139 RT0001 Reference Number
 39607651 – Proposed HST Assessment Change for Aug 1-25 2023: \$91,770.33
3. MALVERN CONTRACT INTERIORS LIMITED **Account number: 89124 4790**
RT0001 reference number 2117651 - Proposed HST Assessment Change for Aug 1-25
 2023: \$133,331.58

We are counsel to Quality Rugs of Canada Limited (QRC), Timeline Floors Inc. {"TFI"} and Malvern Contract Interiors Limited ("MCI") (collectively "QSG").

We are writing in response to your proposals to reassess (detailed in the reference line above) and related documentation issued to QRC TFI and MCI on October 16, 2023. Those letters provided 30 days to respond to the proposals to reassess.

GARDINER ROBERTS LLP

Bay Adelaide Centre – East Tower
 22 Adelaide Street West, Suite 3600
 Toronto, Ontario M5H 4E3
 Tel: 416.865.6600 Fax: 416.865.6636 www.grllp.com



In a nutshell, the position of QSG is that (1) no reassessment is legally permitted at this time; (2) the reassessment is not appropriate nor correct in law; (3) the reassessment is premature; (4) AR write downs could be substantial and cancel out any reassessment deriving from unpaid AP; (5) Other issues (6) reservation of Rights

OBJECTION 1: REASSESSMENT IS STAYED BY CCAA ORDER

QSG is presently in CCAA proceedings (Ontario Superior Court of Justice Commercial List - Court file number CV-23-00703933-00CL) . Pursuant to Amended and Restated Initial Order dated September 5, 2023 made in those proceedings (the “ARIO”), all proceedings, enforcement and collections steps against QSG are stayed, and cannot be pursued without first seeking leave of the court. The proposal to reassess and any reassessment that may flow from that is caught by the stay and cannot be issued without leave of the court first being sought. See paragraphs 14-16 of the ARIO. The ARIO can be found on the CCAA Monitor’s website at <https://rsmcanada.com/services/consulting/restructuring-and-recovery/current-engagements/quality-sterling-group.html>

OBJECTIONS 2 and 3: REASSESSMENT IS NOT APPROPRIATE OR LEGALLY CORRECT, and IS PREMATURE

The basis of the reassessments is that QSG has claimed HST input tax credits on ordinary course purchases before paying for them.

Claiming ITCs on ordinary course purchases at the time purchase obligation is occurred, as opposed to at the time the resulting account payable is paid, is standard business and accounting and HST filing practice.

CCAA’s recent audit projects that approximately \$18 million of the accounts payable will not be paid because QSG filed for CCAA protection. However that determination is factually and legally flawed for the following reasons:

- a. It assumes the accounts payable have no priority in insolvency. That is wrong. The payees claim security in the form of Construction Act trust rights (under Ontario Law and in a few cases under provincial lien legislation in BC and Alberta where applicable) over QSG’s current \$42 million in receivables. They assert that the trust rights have priority over all of its creditors including its secured lender and including over CRA, because the trust under construction legislation gives them proprietary rights in the receivables which excludes them from constituting property of QSG to the extent the suppliers are unpaid. On that basis, the suppliers project they may be paid in full. Until that is known, reassessment is premature.
- b. It assumes QSG will not continue as a going concern business. But that assumption is not applicable yet. The basis of QSG’s CCAA Application was to complete a going concern sale to a purchaser that had already been identified through a sales and investment solicitation process pre filing. A letter of Intent to sell the business was entered into on August 25, 2023 and an asset



purchase agreement is being negotiated. On that basis, the court authorized the purchaser to provide up to \$7 million in DIP financing to fund ongoing operations while efforts to consummate the transaction proceed.

- c. Pursuant to the Letter of intent and ancillary agreements, if the transaction proceeds, on closing the proposed purchaser would assume the construction act trust liabilities to the suppliers, which would ensure they get paid.
- d. Any receivables which are not assumed by the purchaser would assert priority status over the sales proceeds as described in a above. The amount of the Sales Proceeds is under seal, but is far in excess of the \$18 million of Supplier claims CRA is incorrectly treating as uncollectible.

Information on points a and b can be found on the CCAA Monitor's website at <https://rsmcanada.com/services/consulting/restructuring-and-recovery/current-engagements/quality-sterling-group.html> Information on point c is in side letters which are ancillary agreements to the LOI, which are confidential but which can be provided if the counterparties consent.

Based on the foregoing,

1. if the transaction proceeds, the accounts payable which generated the ITCs which CRA is seeking to reverse may be paid in full through the assumption by the purchaser, or by priority claims on the sales proceeds if not assumed.
2. If the transaction does not proceed, the accounts payable which generated the ITCs which CRA is seeking to reverse may be paid in full by priority claims on the receivables collection.

As such it is premature to make any determination that AP owing to suppliers will not be paid in full. No accounting determination has been made to treat them as written down for that reason. Hence there is no legal or commercial basis at this time to reassess the ITC's claimed on those AP.

OBJECTION 4 (AND 3 as well): REVERSAL OF ACCOUNTS RECEIVABLE WIL TRIGGER PARALLEL OFFSETTING ITC RECOVERIES/PREMATURITY OF ASSESSMENT BEFORE SET OFFS ARE KNOWN

QSG has \$42 million in accounts receivable at present. To the extent any of those are uncollectible, they will be written off and the ITC will be recoverable as an offset against the reassessed ITC. Hence no reassessment should take place until it is determined whether the accounts receivable will be collected as the treatment of the AP and the AR should be considered together as they both affect the net HST position.

If the sale proceeds, less of the AR is likely to be written off. But a portion of the AP will be assumed and paid and the balance will claim priority over the sales proceeds, making it unlikely that ITCs should



be reversed as noted above. In other words in the sale scenario, the assumption and priority of the AP will be important, but there will be some AR reversals as well offsetting any ITC reassessment.

If the sale does not proceed, the AR recovery will be much lower, leading to much larger write offs which are likely to cancel out completely any reassessment of ITCs uncollected on payables. And the Suppliers will still assert a priority claim on the receivables that are collected.

In other words, in both scenarios it is unlikely that anything will become owing to CRA.

However it does not make sense to evaluate that now. Any reassessment should wait until it is known whether the sale is proceeding or not, how much debt is assumed what priority claims are asserted in a sale context, and if a sale does not proceed, how much AR is written off and what priority claims are asserted by suppliers on the balance.

As there is no claims process yet, there is no need for CRA to take a position on reassessment until its clearer whether there could possibly be anything owing.

OBJECTION 5: OTHER OBJECTIONS TO PROPOSED ASSESSMENT

There are other potential objections as well, such as

- a. The actual calculation of the tax may be incorrect.
- b. It makes certain assumptions about which province contracts are assessable for sales tax in. to the extent the contracts are in BC or Alta but treated as Ontario, the tax assessment is overstated by the Ont PST on those contracts.
- c. There may be numerical errors.
- d. Sales tax on contract portion which pertains to supply from US suppliers might not be applicable (or a credit may be claimable)

There may be others as well. QSG needs additional time to fully review these matters and develop its response.

OBJECTION 6: RESERVATION OF RIGHTS & EXTENSION OF TIME TO RESPOND TO PROPOSALS TO REASSESS

Each of QRCL TL and MLVN reserve the right to make further submissions to CRA about whether the proposal to assess is appropriate.

They hereby each also request an extension of the time to response to the proposal to assess, and propose that the time to do so be extended to February 16, 2024, at which time the outcome of sale and priority claims, and hence the extent to which the reassessed payables will be paid, are anticipated to be much clearer.



QSG needs time to fully review these matters and may have further or amended responses to the proposal. One of the purposes of the CCAA Stay is to allow a restructuring company to prioritize the issues each deals with in a way that is consistent with its cash flow. The proposed reassessment is not urgent, and the unfolding of the CCAA process will change all the numbers anyways for the reasons noted above, and hence an extension of time beyond November 16 2023 to respond is appropriate. As noted, it is proposed that the time to respond to the proposal to reassess be extended to February 16, 2024.

Please contact the undersigned should you have any questions, and **please copy me on all communications to any of the QSG entities**, especially since their email addresses may not remain current as the CCAA process proceeds. Please also copy the CCAA Monitor and its counsel cc'd below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Besant', with a long horizontal flourish extending to the right.

Chris Besant
CB/ik

- c. QUALITY RUGS OF CANADA LIMITED
TIMELINE FLOORS INC.
MALVERN CONTRACT INTERIORS LIMITED
1 - 505 CITYVIEW BLVD
WOODBIDGE ON L4H 0L8
Attention Martin Katz, Controller (mkatz@qsg.ca) and John Pacione, Co CEO jpacione@qsg.ca

Arif Dhanani
RSM Canada Limited
CCAA Monitor of QSG
arif.dhanani@rsmcanada.com

Joe Latham
Goodmans LLP
Counsel to the CCAA Monitor of QSG
jlatham@goodmans.ca

APPENDIX N

October 27, 2023

Chubb Insurance Company of Canada
 Address: Delivered by e-mail
Jenny.Chamat@Chubb.com

Attention: Claims Department
 Jenny Chamat-Paniagua

Re: Directors and Officers Insurance Policy# 82427885 - Notice of Claims

Dear Ms. Chamat-Paniagua and Ms. DiPietro

We are hereby giving you notice of additional claims made or likely to arise against the directors and officers (D&Os) of the Quality Sterling Group of Companies (QSG) within the policy period. The company is operating under a *Companies Creditors Arrangements Act* ("CCAA") filing initial filed on August 4, 2023. An interim Order was made that date creating a stay of proceedings and full CCAA protection was granted to QSG on August 25, 2023. (To be eligible for protection under the CCAA, a company must be insolvent; hence QSG has been found by the court to have been insolvent as of August 25, 2023.)

Details of QSG's CCAA filing can be found on the CCAA Monitor's website at
<https://rsmcanada.com/services/consulting/restructuring-and-recovery/current-engagements/quality-sterling-group.html>

Below are the claims submitted in this notice:

CLAIM	AMOUNT (all amounts are estimates)	NOTES
Unpaid wages and vacation pay owing to employees (claims by employees or under WEPPA)	\$400,000 +	<p>Directors and Officers may have statutory liability to employees for unpaid wages and for unpaid vacation pay.</p> <p>Payroll (approx. \$400K biweekly) is current, but if the CCAA does not conclude successfully and ends in Receivership or Bankruptcy, amounts will accrue between the last pay period and the date of the bankruptcy or receivership and potentially for which the directors and officer might become liable.</p> <p>As well if, during the CCAA process, QSG runs short of money due to low collections or restriction on DIP Loan, it may</p>

		become unable to meet payroll obligations or honour vacation pay claims.
Unpaid source deductions from employee wages (EI, CPP, Employee portion of income tax etc) (claims by employees or CRA)	Included in above calculation	See above. Directors and Officers may have statutory liability for unpaid source deductions
Vacation Pay	\$202,000+	Directors and Officers may have statutory liability for unpaid vacation pay. Approximately \$202,000 is presently outstanding in unpaid vacation pay of which approximately \$128,000 accrued since the CCAA filing. The Company has not been able to pay any of the \$202,000 during the CCAA process.
Canada Revenue Agency has proposed a re-assessment of ITC's on unpaid Payables as of August 25, 2023	\$2,128,094.72	The basis of the proposed reassessment is that ITCs were deducted in the ordinary course on approximately \$18 million in supplier payables, but payments of the payables were then deferred and had not been paid by the time QSG sought CCAA protection on August 25, 2023. QSG is reviewing the CRA proposed assessment and has the right to object until November 16, 2023. CRA will issue the reassessment unless it is persuaded not to by any objection which is filed before November 16, 2023.
Trust related claims of suppliers under the Ontario Construction Act and related legislation in other provinces, and constructive trust claims arising from unperformed trust obligations under those acts. (Claims by the trade creditors of QSG companies)	\$18,300,000 +	There are approximately \$18.3 Million in materials supplier payables. Suppliers have a potential statutory trust claim under the Construction Act (and related legislation in other provinces in certain cases) against receivables owing to the QSG arising from the installation or use on a construction site of materials or services they supply to construction projects. That trust continues in the receipt once the receivable is collected by QSG which is required to deposit it to a project receipts account. Under the applicable statutory rules, directors can be held liable for use of the trust funds to pay

Union Claims
 LiUNA Local 183 ("LiUNA")
 Carpenters Union Local 27 ("CU-27")

Installer Holdback funds

\$190,000+

non supplier payables by QSG before project suppliers are paid in full, if they did so and knew or ought to have known of the trust obligations attaching to the funds.

Constructive trust claims re same might also be asserted against the directors by suppliers.

Contribution claims re same might also be asserted by others sued by unpaid suppliers.

At least one supplier, Olympia Tile, has raised by letter the prospect of asserting a \$555,000 claim against the directors for breach of the statutory trust.

A group of the suppliers led by Torlys, with aggregate materials claims totaling \$12,042,000, has raised the prospect in a telephone call with counsel to QSG of pursuing those claims against the directors based on breach of the statutory trust, but have not yet given formal notification of the intention to do so.

A list of the materials suppliers owed \$18.3 + million, each of which is a potential claimant against the directors and officers, is attached hereto.

Two unions Liuna and CU-27 (the "unions") have asserted claims in the CCAA proceedings against the directors and officers in respect of installers covered by collective agreements.

Specifically the Unions have asserted that amounts deducted by QSG from installer payables as a reserve for quality issues resulting from installer flooring installations on projects, was supposed to be held in trust in specie as a trust fund. As the amounts were not so held, the Unions have reserved the right to claim against the directors and officers for breach of trust.

The holdback amounts in each case are approximately \$95,000 – in other words the total principal amount of the claims is approximately \$190,000+

<p>Union Claims LiUNA Local 183 ("LiUNA") Carpenters Union Local 27 ("CU-27")</p> <p>Liability for unpaid Wages to Installers and pension and other remittances owed to the union on their behalf.</p>	<p>Installer Payroll \$575,000 x 2 weeks = \$1,150,000</p> <p>Installer remittances re pensions benefits etc current to Sept 30. Accrued amount owing for Oct (payable Nov 15) estimated to be \$185,000</p>	<p>The court has set aside a fund of \$190,000 to answer for such claims in the CCAA proceedings, but if that fund is released before the Unions assert claims, claims can be made against the directors and officers.</p> <p>LiUNA and CU-27 have asserted that the QSG installers, who are hired contractors, legally qualify as employees. Hence the Unions will seek to hold the directors and officers liable for non-payment of payments to the installers, and for non-payment of remittances for pensions and union dues etc to the unions, on the basis that they are wages and potentially under other legal theories. Directors and officers may be liable for non-payment of Wages under various statutes.</p>
--	--	--

This notice of claims made is not an admission of liability. All liability for such claims is denied and QSG and the D&Os intend to contest any such claims if made.

QSG and the D&Os deny any at fault conduct giving rise to any such claims and assert that they have performed their duties at all material times.

All of the amounts of the potential claims above are estimates based on information to date. The amounts may change as the claims are asserted.

All rights under the policy and otherwise are hereby reserved.

In the CCAA proceedings, the directors and officers of QSG were granted a court ordered indemnity from QSG for these claims secured by a court ordered charge over the QSG assets, capped at \$600,000. However the terms of the indemnity require resort to be had first to claims under this policy.

We would be happy to discuss this with you should you require any further information to assess the claims. A claim under the insurance policy for coverage and indemnification in respect of the above claims, including for legal fees and other expenses in respect of their handling and defence, is hereby made.

This letter is sent to you on behalf of QSG and each of its directors and officers and any other person covered by the policy, and is intended to be a claim made within the policy period by every person and entity covered by the policy, and under any other policies that QSG may have with you that are responsive to such claims.

Without prejudice to the assertion of claims under the policy above, please also treat this as notice of circumstances that may give rise to claims under the policy.

The present notice of claims is in addition to any other notices of circumstances and notices of claims already submitted under the policy, all of which prior notices continued to be relied upon.

Sincerely,

A handwritten signature in black ink, appearing to read 'MK', with a large, sweeping flourish that loops back under the signature.

Martin Katz

Group Controller,
Quality Sterling Group

cc. Maria DiPietro Maria.DiPietro@Chubb.com

APPENDIX O

November 8, 2023

VIA E-MAIL: jlatham@goodmans.ca and kenneth.kraft@dentons.com

Joseph Latham
Counsel to RSM Canada Limited in its capacity as
Monitor
Goodmans LLP
333 Bay St #3400
Toronto, ON
M5H 2S7

Kenneth Kraft
Counsel to Fuller Landau LLP in its capacity as
Receiver
Dentons LLP
77 King St W Suite 400
Toronto, ON
M5K 0A1

Dear Messrs Latham and Kraft,

Re: In the matter of Quality Rugs of Canada Ltd: Supplier Motion and Information Request

We write on behalf of various suppliers and subcontractors (the “**Suppliers**”) to projects of the Quality Sterling Group. As you are aware, the Suppliers intend to bring a motion returnable November 24, 2023, seeking various forms of relief. In the interest of expediting the proceedings, and so that the Suppliers can better understand the present financial state of the Applicant, we ask that you provide us with answers to the following questions before November 17, 2023 at the latest:

1. What A/R was due from the projects as of August 4, 2023?
2. What A/R has been collected since August 4, 2023?
3. What are the QSG groups total expenses post August 4, 2023?
4. Has there been a certificate of substantial completion for any of the projects?
5. Did QSG register any liens against the owners?



6. Have any owners advised that they are holding back any funds. If so, what is the value of those anticipated holdbacks?
7. How many lien notices have there been in total? What is the total value of those lien claims?
8. What is the state of the 15% percent of A/R – approximately \$6 million – held back by Waygar?
9. How much money did Waygar sweep on August 3?
10. What is the approximate percentage of completion of the QSG contracts on each of the subject QSG projects?
11. What is the state of accounts for each of the subject QSG projects?
12. What is the current amount of the statutory holdback for each of the subject QSG projects?
13. Have the holdback amounts listed in the latest Construction Lien Chart (the "Chart") been disbursed to QSG? If not, have the owners of those projects agreed to the holdback amounts noted in the Chart?
14. For all liens that were vacated upon the posting of security, please identify the source of the funds

Sincerely,

Gowling WLG (Canada) LLP

A handwritten signature in blue ink, appearing to read "Haddon Murray". The signature is fluid and cursive, with a large loop at the end.

Haddon Murray



cc: Akhil Vohra, Ogilvie Law
Devon Goyo, Parente Borean LLP
Tusher Sabharwal, Drudi Alexiou Kuchar LLP
Geoffrey Cullwick, Brazeau Seller LLP
Danny Nunes, DLA Piper
Howard Krupat, DLA Piper
Pierre Champagne, Gowling WLG
James Aston, Gowling WLG
Chris Besant, Gardiner Roberts LLP
Arif Dhanani, RSM Canada Limited
Ken Pearl, Fuller Landau LLP

APPENDIX P

From: [Latham, Joe](#)
To: [Murray, Haddon](#); [Kraft, Kenneth](#)
Cc: [cbesant@grllp.com](#); [avohra@ogilvielaw.com](#); [dgoyo@parenteborean.com](#); "Gerard C. Borean, J.D."; [tsabharwal@dakllp.com](#); [Geoffrey Cullwick](#); [danny.nunes@dlapiper.com](#); [howard.krupat@dlapiper.com](#); [Champagne, Pierre](#); [Aston, James](#); [arif.dhanani@rsmcanada.com](#); [Ken Pearl \(kpearl@fullerllp.com\)](#); [Axell, Erik](#)
Subject: RE: QSG Insolvency - Information Request from the Monitor and Receiver
Date: Wednesday, November 15, 2023 6:20:21 PM
Attachments: [Supplier Motion and Information Request - List of Questions + Responses.pdf](#)
[Info Request - Documents.zip](#)

Haddon, thank you for the letter. As you were aware, Chris Besant worked with the company to collect much of the information requested. We received multiple emails from him yesterday, each containing different aspects of the replies. To the extent possible, the Monitor has layered information on top of that. We have been reviewing and organizing that information today to provide to you.

Accordingly, please find attached a set of responses to your questions, as well as a zip file containing all of the attachments referred to in the answers document.

We trust this will be of assistance. We intend to include this material in the Fourth Report of the Monitor.

Joseph Latham

Goodmans LLP

416.597.4211
jlatham@goodmans.ca
goodmans.ca

From: Murray, Haddon <Haddon.Murray@gowlingwlg.com>
Sent: Wednesday, November 8, 2023 11:23 AM
To: Latham, Joe <jlatham@goodmans.ca>; Kraft, Kenneth <kenneth.kraft@dentons.com>
Cc: [cbesant@grllp.com](#); [avohra@ogilvielaw.com](#); [dgoyo@parenteborean.com](#); 'Gerard C. Borean, J.D.' <gborean@parenteborean.com>; [tsabharwal@dakllp.com](#); [Geoffrey Cullwick](#) <gocullwick@brazeauseller.com>; [danny.nunes@dlapiper.com](#); [howard.krupat@dlapiper.com](#); [Champagne, Pierre](#) <pierre.champagne@gowlingwlg.com>; [Aston, James](#) <James.Aston@gowlingwlg.com>; [arif.dhanani@rsmcanada.com](#); [Ken Pearl \(kpearl@fullerllp.com\)](#) <kpearl@fullerllp.com>
Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Please see the attached correspondence.

Thank you,

Haddon

Haddon Murray
Partner
T +1 416 862 3604

haddon.murray@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

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**Supplier Motion and Information Request - List of
Questions + Responses**

#	QUESTION	RESPONSE
1.	What A/R was due from the projects as of August 4, 2023?	See attached Excel spreadsheet (labeled “(1) AR Balances at August 4”)(from QSG).
2.	What A/R has been collected since August 4, 2023?	See attached Excel spreadsheet (labeled “(2) AR Collections since August 4”) (From QSG).
3.	What are the QSG groups total expenses post August 4, 2023?	Gardiner Roberts LLP has requested information from QSG in respect of QSG’s disbursements for the period from August 4, 2023 to August 24, 2023. Attached is the 8 week cumulative variance analysis for QSG throughout the CCAA proceedings, which sets out that total expenses for the period August 25, 2023 to October 20, 2023 were \$19,931,000. (labeled “(3) 23.10.26 DIP Term Variance Analysis”).
4.	Has there been a certificate of substantial completion for any of the projects?	Gardiner Roberts has enquired of QSG and is awaiting response.
5.	Did QSG register any liens against the owners?	<p>The Company has advised Gardiner Roberts that, other than one old lien claim against an owner which was in litigation, which litigation was settled during the CCAA process for 500K (see attached email labeled “(5a) QSG Insolvency – Information Request from the Monitor and Reciever - #5 QSG liens – 2nd Supplement”), no liens claims were registered against owners in respect of which there was outstanding AR or WIP.</p> <p>QSG has two lien actions against Dunpar (672K) and Vanmar (384K), and a disputed holdback claim re DC&F (64K). See the chart in the attached email (labeled “(5b) QSG Insolvency - Information Request from the Monitor and Receiver- #5 Supplemental - QSG Liens”). These are all being handled by Cassels.</p>

		<p>There were imminent deadlines on each of them. A decision was made by QSG not to pursue the DC&F disputed holdback, and to continue pursuing the Dunpar and Vanmar lien actions.</p> <p>The other two in the chart were small and a decision had already been made to write them off.</p> <p>Gardiner Roberts is awaiting confirmation from QSG if there are any other liens registered.</p>
6.	<p>Have any owners advised that they are holding back any funds. If so, what is the value of those anticipated holdbacks?</p>	<p>See attached Excel Spreadsheet with list of Project Holdbacks by project (labeled “(6) Quality Sterling Group – Holdbacks as at October 17, 2023”).</p> <p>Those are all 10% holdback amounts established at the beginning of each contract by way of an invoice which does not become payable until after substantial completion. There are no other holdbacks.</p> <p>QSG advised shortly before the receivership that the only holdbacks which had been notified to QSG as being held by builders beyond substantial completion due to a dispute are:</p> <p>Quality Rugs of Canada Limited (“QRCL”)</p> <p style="padding-left: 40px;">TOWN09 Townwood Homes Brampton ~\$120k</p> <p style="padding-left: 40px;">BROM14 Bromont Homes ~\$69K</p> <p>Timeline Floors Inc. (“TLI”)</p> <p style="padding-left: 40px;">1199599 BC Ltd. ~\$15K</p> <p>Note that QSG has 5.4 Million in AR (either progress payment AR or holdbacks) which was classified by QSG as either a write off, in litigation or in discussion (ie disputed), of which 2.732 Million is in QRCL and the balance in TLI and Malvern Contract Interiors Limited</p>

		<p>("MCI"). That \$5.4 Million may contain other disputed holdbacks. There is a list of the \$5.4 million in the Sept 30 AR list provided herewith. Note also that the QRCL portion of that disputed AR includes \$634K on the Bianca project which Bianca (Tridel) has now confirmed can be paid. Hence the net disputed AR on the Sept 30 AR list provided will reduce to approx. 4.8 Million</p>
7.	<p>How many lien notices have there been in total? What is the total value of those lien claims?</p>	<p>See list of Lien Notices attached (labeled "(7) Construction Lien Chart re Various Properties"), which also contains total per project of lien notices and holdback. (Note - this does not include projects which have holdbacks but no lien notices. This information is available from the list of holdbacks attached hereto as (6) Quality Sterling Group – Holdbacks as at October 17, 2023).</p> <p>The answer is 90 lien notices were received by October 17 (the date of the chart attached), one of which is a lien notice from the Dartmouth landlord which does not relate to project supply.</p> <p>The total Amount of the Lien Notices received at Oct 17, 2023 = \$ 5,071.962.45.</p> <p>The lien notices are registered in respect of 60 projects, and one is registered in respect of the seized inventory and equipment in the Dartmouth warehouse, which is not a QSG project.</p> <p>Aside from the Dartmouth landlord, the other 89 lien notices were delivered by 12 suppliers.</p> <p>The lien chart was already provided to the Supplier Group which answers these questions. What has been provided is the Oct 17 version of the chart which shows the lien notices by project, the total per project of line notices, and the total holdback on each project subject to a lien notice.</p>
8.	<p>What is the state of the 15% percent of A/R –</p>	<p>That was not an AR holdback. Rather all collections went into the QSG blocked account at TD as required by its loan arrangements with Waygar. Waygar restricted QSG access to</p>

	<p>approximately \$6 million – held back by Waygar?</p>	<p>85% of all such collections from and after June 29 2023, and kept the other 15% of these collections in the blocked account. That resulted in the accumulation by August 3 of \$6.1 million in the QSG Receipts blocked account that holds all project collections.</p> <p>On August 3, Waygar swept that account with the result that by the end of the day, the amount in the collections account was zero. (It is presumed that amount was applied to its loan, but QSG was not formally notified of same. Waygar’s receivership application may shed light on this.)</p>
9.	<p>How much money did Waygar sweep on August 3?</p>	<p>The total swept on August 3 was \$6.1 Million. See the attached bank statements (labeled “(9a) bank statement”) from August 3 which provides the exact amount. The first, third and fifth pages that are the receipts accounts (transfers of \$1.9 million, \$0.8 million and \$3.4 million).</p> <p>Waygar agreed to provide a \$1.5 Million DIP Loan on August 4 which effectively readvanced a portion of the \$6 million swept.</p> <p>A portion of the funds on deposit on August 3 in the blocked account represented a prepayment for supplies by Ellis Don. In the August 25 arrangements that permitted the consensual CCAA filing, Waygar agreed to give \$707K credit in respect of the Ellis Don prepayment included the Aug 3 sweep. Hence the Waygar DIP was repaid less that \$707K credit. See the attached August 28 Waygar DIP payout letter (labeled “(9b) Waygar DIP payout letter”) which notes the deduction of the \$707K from the payout of the Waygar \$1.5 Million interim Dip Loan.</p> <p>The \$7 million Ironbridge DIP approved August 25 effectively replaced the \$6 million in liquidity swept on August 3. \$5 million was drawn down on that DIP as permitted by its terms (the remaining \$2 million could not be drawn until an APA was signed), and a further \$707K was left in QSG by Waygar pursuant to the netting against its interim DIP Payout (per the Waygar DIP payout letter). Hence \$6 million in liquidity was withdrawn</p>

		in the sweep which was replaced by 5.707 Million in Dip Advances from Ironbridge/Waygar.
10.	What is the approximate percentage of completion of the QSG contracts on each of the subject QSG projects?	Awaiting response from QSG
11.	What is the state of accounts for each of the subject QSG projects?	See the attached customer by customer AR list as of Sept 30, 2023 for each of QSG Timeline and Malvern which is sorted by AR size (3 excel spreadsheets, labeled (11a) MAL AR 2023.09.30, (11b) QRC AR Aged Report 09-30-2023, (11c) TL AR Aged Report 09-30-2023). Those amounts are further broken out by project on a subsequent page of each of the 3 excel spread sheets. That is latest information available prior to the Receivership (obtained circa October 20). Updated info to Oct 31 can be requested from QSG.
12.	What is the current amount of the statutory holdback for each of the subject QSG projects?	The holdbacks are listed in the attached Holdbacks excel spreadsheet noted in #6 above (labeled “ (6) Quality Sterling Group – Holdbacks as at October 17, 2023”). Whether those holdbacks are contractual or required by statute is a matter of law which has not yet been determined.
13.	Have the holdback amounts listed in the latest Construction Lien Chart (the “Chart”) been disbursed by QSG? If not, have the owners of those projects agreed to the	None of the holdback amounts in the chart are held by QSG. They are receivables owed by the project owner and none of the amounts on the list have been collected yet. However, the Bianca project reached substantial completion in May, and it is anticipated that the holdback on that matter (634K) is about to be collected by the Receiver. Gardiner Roberts is awaiting response from QSG as to which holdback amounts are disputed.

	holdback amounts noted in the chart?	
14.	For all liens that were vacated upon the posting of security, please identify the source of the funds.	<p>The liens were bonded off as follows:</p> <ol style="list-style-type: none"> 1. Ames Lien on Housing One – Bonded off by private arrangement - ie \$188K paid by Housing One into a lawyers trust account to the credit of that arrangement 2. Ames Lien on Axiom BC Project \$37K - Bonded off by \$37K paid by Axiom into a lawyers trust account to the credit of that arrangement. 3. CDS Lien on Menkes Sugarwharf Project \$357K - Bonded off by payment into court of \$446K) further to a court order. <p>There is one further arrangement where a builder issued a small guarantee to a supplier to ensure supply in response to a threat made after the ARIO was made to register a lien. The lien could not have been registered due to the ARIO but the builder was apparently unaware of that and did not consult QSG about the matter. (See attached email labeled “(14) QSG Insolvency - Information Request from the Monitor and Receiver - #14 Bonded Off Liens - Supplement 1”).</p>
ADDITIONAL INFO	Accounts Payable at August 4	See attached (an email labeled “Additional Summary of A/P at August 4th”). The AP is virtually unchanged other than two critical payments to suppliers (Approx 75K to Matthews Dinsdale – labour law counsel, and approx 60K to Shaw, a US supplier outside the scope of the stay whose materials were project critical).

(1) AR Balances at August 4

TIMELINE FLOORS INC.

2023-11-10 2:11:43 PM

A/R Aged Trial Balance by Due Date (ARTBALS)

Account Type [All Customers]
 Age Transactions As Of [2023-08-04]
 Cutoff by Document Date [2023-08-04]
 Print Transactions In [Summary]
 Transaction Types [Invoice, Debit Note, Credit Note, Interest, Unapplied Cash, Prepayment, Receipt, Refund]
 Include Contact/Phone/Credit Limit [No]
 Include Space For Comments [No]
 Include Only Customers Over Their Credit Limits [No]
 Include Zero-Balance Customers [No]
 Show Aged Retainage [No]

Customer No.	Customer Name		Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total
331301	3313021 NS LIMITED	H-NSLEG	0.00	0.00	0.00	0.00	80,857.18	80,857.18
3314808N	3314808 NOVA SCOTIA LIMITED	H-NSW/Off	0.00	0.00	0.00	0.00	-6,857.08	-6,857.08
4405NS	4405967 NOVA SCOTIA LTD	R-NS	0.00	0.00	0.00	0.00	1,316.22	1,316.22
ANDR06	ANDREA DELAHUNTRY	R-NS	0.00	0.00	0.00	0.00	-136.82	-136.82
ANTH01	Anthem Coyote Creek Three Developments LP	L-BC	0.00	0.00	0.00	0.00	52,663.83	52,663.83
APMC05	APM CONSTRUCTION SERVICES INC.	R-NS	0.00	0.00	0.00	0.00	555.56	555.56
APMC06	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	3,010.46	3,010.46
APMC07	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	3,302.91	3,302.91
APMC08	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	618.99	618.99
APMC09	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	1,303.86	1,303.86
APMC10	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	80,765.22	88,832.96	58,096.82	4,297.29	231,992.29
AQUI01	Aquila Pacific Developments Ltd.	L-ABW/Off	0.00	0.00	79,819.95	18.75	7,912.95	87,751.65
ASHT01	Ashton Construction Services Inc	H-AB	0.00	15,523.13	0.00	0.00	0.00	15,523.13
AXIO52	Axiom Builders Inc	H-BC	15,788.47	0.00	0.00	0.00	2,102.14	17,890.61
AXIO53	Axiom Builders Inc.	H-BCW/Off	0.00	0.00	0.00	0.00	8,355.84	8,355.84
BELF54	Belford (Silver) Properties Limited Partnership	H-BC	0.00	0.00	0.00	0.00	56,075.12	56,075.12
BMPC01	1199599 BC LTD.	H-BC	25,922.29	0.00	2,632.00	0.00	0.00	28,554.29
CENS70	Censorio Pacific (Queensbury) LP	L-BC	0.00	0.00	0.00	0.00	14,939.40	14,939.40
CHAN07	CHANDOS CONSTRUCTION LTD.	H-AB	0.00	0.00	0.00	0.00	8,113.14	8,113.14
CHER05	Cheri Van Patten	L-AB	0.00	0.00	0.00	0.00	13,041.00	13,041.00
CHPL02	CHP(HABITAT)LP	C-BCLEG	50,591.69	63,062.22	22,311.45	121,528.27	2,658.55	260,152.18
CHR110	Chris Cameron	R-BC	0.00	0.00	0.00	0.00	2,520.00	2,520.00
CLAR02	Clark Builders	H-ABLEG	0.00	184,805.44	0.00	0.00	768,110.87	952,916.31
COLL02	Collins Interiors Inc.	L-BC	0.00	0.00	0.00	0.00	74,909.61	74,909.61
DARC01	DARCIE DOUGLAS	L-ABW/Off	0.00	0.00	0.00	0.00	6,045.81	6,045.81
DENN02	DENNIS CARTER	R-NS	0.00	0.00	0.00	0.00	-1,776.41	-1,776.41
EAGL01	EAGLE CREST	H-AB	0.00	0.00	0.00	0.00	5,081.12	5,081.12
EAGL04	BOWNESS34 LTD.	H-ABLEG	0.00	0.00	0.00	76,173.30	262,542.00	338,715.30
ECLI08	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	2,525.72	2,525.72
ECLI10	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	16,225.01	16,225.01
ECLI11	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	16,688.06	16,688.06
FLRC01	FLR CONSTRUCTION	L-AB	0.00	0.00	0.00	0.00	17.50	17.50
FOCU24	Focus Project Management Ltd.	H-BC	4,710.82	0.00	0.00	0.00	0.00	4,710.82
HBNE01	HB Nelson Limited Partnership	H-BC	0.00	0.00	0.00	0.00	263,462.03	263,462.03
HOUR01	HOURIGANS FLOORING	H-BC	0.00	0.00	0.00	0.00	-34.07	-34.07
HOUS01	HOUSING ONE 10TH AVENUE CORP.	L-AB	138,962.66	784.90	4,393.99	2,736.82	14,750.17	161,628.54
ITC04	ITC CONSTRUCTION GROUP	C-BC	0.00	0.00	0.00	0.00	48,586.00	48,586.00
ITCC01	ITC Constructors BC Ltd. (VIEWSTAR)	H-BC	0.00	0.00	0.00	0.00	18,518.97	18,518.97
ITCC05	ITC COMMERCIAL BC INC.	C-BC	0.00	0.00	0.00	0.00	186,419.25	186,419.25
ITCC06	ITC Construction BC Ltd.	H-BCW/Off	0.00	0.00	0.00	0.00	-7,874.87	-7,874.87
ITCC09	ITC-Parkade & Podium	H-BC	104,253.93	0.00	0.00	0.00	1,082.81	105,336.74
ITCC10	ITC Construction Management BC Inc.	H-BC	127,314.52	0.00	0.00	0.00	0.00	127,314.52
ITCC42	ITC Constructors BC Ltd.	L-BC	0.00	0.00	0.00	0.00	12,538.29	12,538.29
ITCG02	ITC Construction AB Inc.	H-ABW/Off	0.00	0.00	0.00	0.00	-1,521.57	-1,521.57
JEFF02	JEFF FARWELL	L-NSW/Off	0.00	0.00	0.00	0.00	7,206.42	7,206.42
KANI01	Kanin Construction Management	C-BC	0.00	0.00	0.00	-10,189.94	187,879.23	177,689.29
LISA04	Lisa Maria	R-AB	0.00	0.00	0.00	0.00	5,917.80	5,917.80
LTCT01	LTC Tower 3 LP and Col Tower 3 Limited Partnership	H-BC	4,597.13	-12,493.29	34,234.28	0.00	4,162.33	30,500.45
LTCT02	LTC Tower 2 LP and Col Tower 2 Limited Partnership	H-BC	96,170.49	-3,869.48	56,666.92	0.00	105,701.85	254,669.78
LTCT03	LTC Tower 1 LP and Col Tower 1 Limited Partnership	H-BC	155,797.81	0.00	0.00	0.00	68,335.61	224,133.42
LTCT06	LTC Tower 4 LP and Col Tower 4 Limited Partnership	H-BC	0.00	0.00	0.00	0.00	24,374.10	24,374.10
MALV01	Malvern Contract Interiors	C-INTER	0.00	0.00	0.00	0.00	1,654.86	1,654.86
MALV03	Malvern Contract Interiors	C-INTER	0.00	0.00	0.00	0.00	8,153.74	8,153.74
MALV04	Malvern Contract Interiors	R-INTER	0.00	0.00	0.00	0.00	1,202.25	1,202.25
MALV05	Malvern Contract Interiors	C-INTER	0.00	0.00	0.00	0.00	630.00	630.00
MALV06	Malvern Contract Interiors	C-INTER	0.00	0.00	0.00	0.00	90,850.00	90,850.00
MALV50	Malvern Contract Interiors	H-INTER	0.00	0.00	0.00	0.00	14,729.50	14,729.50
MALV51	Malvern Contract Interiors	H-INTER	0.00	0.00	0.00	0.00	85,802.14	85,802.14
MALV55	Malvern Contract Interiors:2566 - Last Spike Brewery	C-INTER	0.00	0.00	0.00	0.00	1,519.95	1,519.95
MALV62	Malvern Contract Interiors- BMO Clayton Park	C-INTER	0.00	0.00	0.00	0.00	9,709.24	9,709.24
MALV63	Malvern Contract Interiors - BMO Mumford Road	C-INTER	0.00	0.00	0.00	0.00	9,411.74	9,411.74
MART56	Martini Construction Ltd.:2151 - S&P Realty	C-BCW/Off	0.00	0.00	0.00	0.00	15,741.60	15,741.60
MCIN50	McIntyre Bills Corp.	R-BC	0.00	0.00	0.00	0.00	4,731.72	4,731.72

MEYP52	Meypro Construction Ltd.	L-BC	0.00	0.00	0.00	0.00	31,307.36	31,307.36
MODU02	Modus Structures- JMR units	C-AB	0.00	0.00	0.00	0.00	9,805.80	9,805.80
MOSA03	Mosaic Avenue Construction Ltd.	C-BC	0.00	0.00	0.00	0.00	-13.20	-13.20
MOSA06	Mosaic No.3 and Williams LP	C-BC	0.00	25,911.80	535.81	0.00	59.53	26,507.14
MOSA90	Mosaic Avenue Construction Ltd.	H-BC	0.00	0.00	0.00	0.00	698.88	698.88
NORS02	Norsco Construction Ltd.	C-BC	0.00	0.00	0.00	0.00	19,130.53	19,130.53
NORT67	Northernorca-Westland Osoyoos	C-AB	0.00	0.00	0.00	0.00	15,070.74	15,070.74
NOVA03	Novacom Building Partners	C-BC	30,998.83	0.00	0.00	0.00	0.00	30,998.83
OKAN01	Okanagan Custom Homes	L-BCW/Off	0.00	0.00	0.00	0.00	21,466.13	21,466.13
POLY05	Polygon Townsend Homes Ltd.	H-BC	28,927.39	0.00	0.00	0.00	0.00	28,927.39
PROV01	PROVINCEWIDE HOLDINGS LTD.	R-NS	0.00	0.00	0.00	0.00	-366.85	-366.85
QUAL55	Quality Sterling Group (customer)	H-INTER	0.00	0.00	0.00	0.00	2,835.00	2,835.00
QUAL56	Quality Sterling Group 2393 - The Maclaren	H-INTER	0.00	0.00	0.00	0.00	70,967.56	70,967.56
RCSC02	RCS CONSTRUCTION INC.	H-NS	0.00	0.00	30,188.24	0.00	0.00	30,188.24
RCSC52	RCS CONSTRUCTION INC	C-NSW/Off	0.00	0.00	0.00	0.00	4,472.00	4,472.00
SLAR04	S.Larade Custom Home Builders Ltd.	L-NS	0.00	0.00	0.00	0.00	-3,937.16	-3,937.16
SOUT02	Southwest Properties Limited	L-NSW/Off	0.00	0.00	0.00	0.00	21,501.55	21,501.55
SOUT04	SOUTHWEST CONSTRUCTION MANAGEMENT	H-NSW/Off	0.00	0.00	0.00	0.00	6,634.35	6,634.35
SOUT65	Southwest Construction Management Ltd.	H-NSW/Off	0.00	0.00	0.00	0.00	37,158.21	37,158.21
TATL50	INTERGULF TATLA DEVELOPMENTS (SEYMOUR) L	L-BC	0.00	0.00	0.00	0.00	53,463.09	53,463.09
TLHO01	TL HOUSING SOLUTIONS	L-BC	0.00	0.00	0.00	0.00	564.38	564.38
TLHO04	TL HOUSING SOLUTIONS	H-BC	167,572.18	0.00	0.00	0.00	0.00	167,572.18
TLHO05	TL HOUSING SOLUTIONS LTD.	H-BC	55,285.78	0.00	0.00	0.00	0.00	55,285.78
TRIL01	East South Dyke Holdings Ltd	H-BC	10,115.28	28,923.61	0.00	0.00	0.01	39,038.90
URBA54	Urban One Builders	H-BC	350,259.68	0.00	-2,170.91	0.00	0.00	348,088.77
VANC01	Vancouver Retail 2021	R-BCW/Off	0.00	0.00	0.00	0.00	5,268.44	5,268.44
WESG04	WESGROUP CONTRACTING LTD.	H-BC	51,934.71	0.00	0.00	0.00	0.00	51,934.71
WESG05	WESGROUP CONTRACTING LTD.	H-BC	8,613.21	22,942.84	0.00	5,524.41	0.00	37,080.46
WEST07	Westmark Installations	R-BC	0.00	0.00	0.00	0.00	1,955.97	1,955.97
WOLF02	Wolfpack Holdings Ltd.	C-ABW/Off	0.00	0.00	0.00	0.00	7,161.01	7,161.01
WOOD07	Woodhaven Cabinets	C-BCW/Off	0.00	0.00	0.00	0.00	1,411.20	1,411.20
WOOD08	Woodhaven Cabinets	C-BC	0.00	0.00	0.00	0.00	2,320.50	2,320.50
Report Total:			1,427,816.87	406,356.39	317,444.69	253,888.43	2,899,595.95	5,305,102.33
			26.91%	7.66%	5.98%	4.79%	54.66%	100.00%

95 customers printed

Summary of Accounts Receivable
August 4, 2023

Quality	22,135,466
Malvern	5,612,794
Timeline	<u>5,305,102</u>
	33,053,362

QUALITY RUGS OF CANADA

2023-11-09 4:36:30 PM

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A/R Aged Trial Balance by Due Date (ARTBALS)

Account Type [All Customers]
 Age Transactions As Of [2023-08-04]
 Cutoff by Document Date [2023-08-04]
 Print Transactions In [Summary]
 Transaction Types [Invoice, Debit Note, Credit Note, Interest, Unapplied Cash, Prepayment, Receipt, Refund]
 Include Contact/Phone/Credit Limit [No]
 Include Space For Comments [No]
 Include Only Customers Over Their Credit Limits [No]
 Include Zero-Balance Customers [No]
 Show Aged Retainage [No]

Customer No.	Customer Name		Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total
59DEV1	O'SHANTER DEVELOPMENT COMPANY LTD	L	0.00	67,059.89	0.00	0.00	266.79	67,326.68
ACCE07	NDI (2800 BLOOR STREET WEST) INC.	HW/A	0.00	0.00	0.00	0.00	7,000.86	7,000.86
ACCE10	NDI (1 FOREST HILL ROAD) INC.	H	0.00	3,991.16	0.00	0.00	24,547.06	28,538.22
ACTI02	Activa Construction Inc.	L	0.00	0.00	0.00	0.00	3,705.14	3,705.14
ACTI03	Activa Construction Inc.	L	0.00	0.00	0.00	0.00	-3,253.89	-3,253.89
ADID07	Adi Developments (Masonry) Inc	LW/K	0.00	0.00	0.00	0.00	29,093.35	29,093.35
ADID08	ADI Developments (Masonry the West) Inc.	H	2,090.50	0.00	0.00	0.00	7,038.09	9,128.59
ADID10	ADI Developments (Parkview) Inc.	LW/K	0.00	4,520.32	0.00	0.00	0.00	4,520.32
ADID12	ADI DEVELOPMENTS (MASONRY the west) It	LW/K	0.00	14,125.04	0.00	0.00	197.75	14,322.79
ADID13	4880 Valera Road LP.	H	0.00	0.00	5,242.63	103,735.25	23,105.79	132,083.67
ADID14	4880 Valera Road LP.	L	0.00	57,861.74	0.00	0.00	0.00	57,861.74
AGMB01	AGM BASEMENTS	R	0.00	0.00	0.00	0.00	-800.00	-800.00
AGMR01	AGM RENOVATIONS	R	0.00	0.00	0.00	0.00	-3,075.00	-3,075.00
ALNE30	ALLIANCE HOMES LTD	L	0.00	0.00	0.00	11,904.55	44,911.50	56,816.05
ANDR06	731011 Ontario Limited	LW/K	0.00	0.00	0.00	0.00	10,589.84	10,589.84
ARAG02	ARAGON (WELLESLEY) DEVELOPMENT (ON	H	36,886.11	0.00	0.00	0.00	3,656.68	40,542.79
ARIS07	Arista Homes (New Kleinburg) Inc.	L	0.00	0.00	0.00	0.00	-368.84	-368.84
ASPE15	JACKES (ARH) DEVELOPMENTS LTD.	H	4,258.97	0.00	0.00	0.00	1,503.47	5,762.44
ASPE17	Union Towns Inc.	L	0.00	507.45	0.00	0.00	0.00	507.45
ASPE21	ASPEN RIDGE HOMES	Y-18	0.00	0.00	0.00	0.00	-19,698.16	-19,698.16
ASPE22	NIAGARA STREET (ARH) DEVELOPMENTS L	H	131,670.18	88,715.91	1,608.21	3,372.13	2,550.87	227,917.30
ASSA02	LAURA B. ASSAL	R	0.00	0.00	-7,000.00	0.00	0.00	-7,000.00
AUDR01	AUDRU VALPY	R	0.00	0.00	0.00	0.00	-200.00	-200.00
AVER12	Parkside Towns (PHASE 1) Inc.	L	1,042.43	0.00	388.00	45,952.25	38,421.89	85,804.57
BALA06	EARLSVIEW ESTATES INC.	L	4,933.35	9,471.58	2,265.51	4,304.26	9,074.39	30,049.09
BALL15	VALLEYVIEW BOWMANVILLE INC.	L	0.00	0.00	0.00	0.00	20,458.57	20,458.57
BALY01	BRIARLANE DEVELOPMENTS INC.	L	7,552.64	71,874.84	673.83	14,151.21	16,993.51	111,246.03
BAYC03	1556614 ONTARIO LIMITED	L	57,733.96	131,453.47	139,159.50	145,840.06	190,124.85	664,311.84
BAYC11	1466098 ONTARIO LTD.	L	0.00	0.00	0.00	0.00	29,752.17	29,752.17
BAYC12	1556614 ONTARIO LIMITED	Y-18	0.00	0.00	0.00	0.00	2,696.00	2,696.00
BAYV15	BRADFORD EAST DEVELOPMENTS INC.	L	0.00	0.00	0.00	0.00	-58.27	-58.27
BAYV16	ALCONA CAPITAL PROPERTIES INC.	L	0.00	2,206.89	-243.52	23,046.35	-64,463.29	-39,453.57
BAYV18	BRADFORD EAST DEVELOPMENTS INC.	L	25,421.61	266,548.23	-107,552.48	19,847.33	42,138.38	246,403.07
BGSH67	2029547 ONTARIO LTD	Y-18	0.00	0.00	3,180.18	0.00	0.00	3,180.18
BGSH68	2029547 ONTARIO LTD	Y-18	0.00	0.00	598.70	0.00	0.00	598.70
BGSH69	2029547 ONTARIO LTD	Y-18	0.00	1,923.26	7,435.40	0.00	0.00	9,358.66
BGSH70	BGS HOMES	Y-18	6,453.43	0.00	0.00	0.00	0.00	6,453.43
BGSH71	BGS HOMES	Y-18	6,521.23	0.00	0.00	0.00	0.00	6,521.23
BGSH72	BGS HOMES	Y-18	4,142.58	0.00	0.00	0.00	0.00	4,142.58
BGSH73	1087086 ONTARIO INC.	Y-18	4,088.34	0.00	0.00	0.00	0.00	4,088.34
BGSH74	1087086 ONTARIO INC.	Y-18	4,088.34	0.00	0.00	0.00	0.00	4,088.34
BGSH75	1087086 ONTARIO INC.	Y-18	4,155.01	0.00	0.00	0.00	0.00	4,155.01
BGSH76	2029547 ONTARIO LTD	Y-18	6,518.97	0.00	0.00	0.00	0.00	6,518.97
BGSH77	1087086 ONTARIO INC.	Y-18	4,155.01	0.00	0.00	0.00	0.00	4,155.01
BGSH78	1087086 ONTARIO INC.	Y-18	4,263.49	0.00	0.00	0.00	0.00	4,263.49
BGSH79	1087086 ONTARIO INC.	Y-18	4,263.49	0.00	0.00	0.00	0.00	4,263.49
BGSH80	1087086 ONTARIO INC.	Y-18	4,197.95	0.00	0.00	0.00	0.00	4,197.95
BGSH81	2029547 ONTARIO LTD.	Y-18	5,176.53	0.00	0.00	0.00	0.00	5,176.53
BIDD02	BIDDINGTON HOMES LAKESHORE INC.	L	12,419.83	7,393.58	5,675.42	15,301.00	7,748.20	48,538.03
BOWE01	WASAGA BEACH VENTURES INC.	L	0.00	0.00	6,357.38	0.00	0.00	6,357.38
BRAN03	Branthaven Belmont Pinebush Inc.	L	0.00	0.00	0.00	0.00	52,478.91	52,478.91
BRAS01	BRASS TACKS/NOEHAMMER	R	0.00	0.00	0.00	0.00	-1,211.00	-1,211.00
BRAS02	BRASS TACKS	R	0.00	0.00	0.00	0.00	-1,455.54	-1,455.54
BRIA02	BRIARWOOD (ANGUS) LTD.	L	0.00	767.25	2,331.79	0.00	0.00	3,099.04
BROC02	CDF ROEHAMPTON LP	HW/A	0.00	0.00	0.00	0.00	1,032.48	1,032.48
BROM14	BROMONT HOMES	L	1,446.63	1,506.74	0.00	0.00	73,411.57	76,364.94

BROO03	Brookfield Residential - Woodhaven Aurora	L	0.00	0.00	0.00	0.00	-17,145.78	-17,145.78
BROW04	Neil Brown	R-Pf	0.00	0.00	0.00	0.00	-724.97	-724.97
CACH02	CACHET DEVELOPMENT (BRANTFORD) INC	L	0.00	0.00	0.00	0.00	12,170.96	12,170.96
CAIV01	CAIVAN (GREENBANK) INC.	L	0.00	0.00	0.00	0.00	-279.45	-279.45
CALI01	BIG SKY SIMCOE LTD PARTNERSHIP	L	12,123.77	133,194.34	140,429.06	167,209.26	97,543.01	550,499.44
CALI02	BAYSIDE DEVELOPMENT GROUP INC.	L	18,292.04	71,635.73	8,628.68	22,584.86	0.00	121,141.31
CARR02	HILLVIEW ESTATES LTD.	L	0.00	0.00	0.00	25,574.16	0.00	25,574.16
CASH01	CASH SALES	R	0.00	-3,715.28	-21,132.15	0.00	-24,982.50	-49,829.93
CASM01	RAINBOW HEIGHTS ESTATES INC.	L	40,321.23	28,935.36	0.00	0.00	0.00	69,256.59
CAST01	CLAIREVILLE HEIGHTS II LTD.	H	0.00	0.00	0.00	0.00	24,098.69	24,098.69
CAST08	GLENBROOK ESTATES INC.	R	0.00	12,260.50	0.00	0.00	0.00	12,260.50
CELE01	Celeste Iacobelli	R-Pe	0.00	0.00	0.00	0.00	-20,315.00	-20,315.00
CENT05	ELLESMERE JOINT VENTURE	LW/K	0.00	0.00	0.00	0.00	36,894.06	36,894.06
CENT07	CENTURION HOMES (SUNNIDALE 2021) CO	L	19,476.68	0.00	0.00	0.00	0.00	19,476.68
CHES53	CHESTNUT HILL DEVELOPMENTS	H	0.00	0.00	0.00	0.00	621.50	621.50
CHES54	GREYROCK COMMERCIAL CONSTRUCTION	L	0.00	0.00	0.00	0.00	11,150.72	11,150.72
CITI02	UNIVERSAL CITY ONE DEVELOPMENTS INC	H	52,256.18	18,962.63	652.81	6.10	47,329.42	119,207.14
CITI03	KINGSMEN (LAKESHORE) INC.	H	194,040.53	317,665.49	0.00	259.90	0.00	511,965.92
CITI04	ONTARIO HOLDINGS LTD. and 88 QUEEN FITZ	H	364,588.40	0.00	0.00	0.00	0.00	364,588.40
CITY12	CITYPARK (OLD BARBER) HOMES INC.	L	31,767.13	0.00	0.00	0.00	0.00	31,767.13
CITY13	ULTRA TOWNS INC.	L-17-	0.00	0.00	0.00	0.00	-513.92	-513.92
CITY15	CENTRAL BY CITY PARK HOMES INC.	L	0.00	0.00	0.00	0.00	48,440.97	48,440.97
CLAR03	15 TO 21 HOMES DEVELOPMENT INC.	H	0.00	0.00	0.00	6,808.25	116,745.77	123,554.02
CLAR04	111 STRACHAN DEVELOPMENT LP	Y-18	48,138.00	0.00	0.00	0.00	0.00	48,138.00
COLL02	TIPPETT SOUTH INC.	H	189,018.02	0.00	0.00	0.00	0.00	189,018.02
CONC01	BIRD CONSTRUCTION GROUP	HW/i	0.00	0.00	0.00	0.00	781.73	781.73
CONC05	BIRD CONSTRUCTION GROUP	H	0.00	20,450.19	-1,124.92	0.00	0.00	19,325.27
CONS05	Hollybar High Rise Developments, Ltd.	HW/i	0.00	0.00	0.00	0.00	5,684.29	5,684.29
CONS30	B MAJOR HOMES (ONTARIO) INC.	H	0.00	0.00	0.00	0.00	6,522.09	6,522.09
CORT01	Royal 7 Developments, Ltd.	H	0.00	0.00	0.00	0.00	4,208.85	4,208.85
CORT10	TRAFALGAR HEIGHTS INC	H	4,215.58	0.00	0.00	0.00	896.66	5,112.24
CORT11	TRAFALGAR HEIGHTS INC	H	121,416.77	3,020.60	0.00	14,569.14	3,928.45	142,934.96
CORT12	ROYAL 7 DEVELOPMENT LTD.	Y-18	0.00	2,825.00	0.00	0.00	0.00	2,825.00
COUN36	COUNTRY WIDE HOMES AT QUEENSVILLE	Y	535.26	0.00	0.00	0.00	0.00	535.26
COUN47	ALCONA COUNTRY PROPERTIES LTD.	L	0.00	0.00	75,795.01	46,370.25	5,856.03	128,021.29
COUN51	ZAPH DEVELOPMENTS (NIAGARA) INC.	LW/K	0.00	10,044.43	0.00	0.00	5,012.76	15,057.19
CRES03	CRESFORD DEVELOPMENTS	HLeq	0.00	0.00	0.00	0.00	-6,356.22	-6,356.22
CRES06	VOX Limited Partnership	HLeq	0.00	0.00	0.00	0.00	60,765.76	60,765.76
CRES08	CRESFORD DEVELOPMENTS	HLeq	0.00	0.00	0.00	0.00	73,028.94	73,028.94
CRES14	The Clover on Yonge Limited Partnership	H	0.00	1,088.28	0.00	9,794.48	0.00	10,882.76
CRYS13	CRYSTAL GLEN HOMES	YB/C	0.00	0.00	0.00	0.00	90,400.00	90,400.00
CRYS14	CRYSTAL GLEN HOMES	YB/C	0.00	0.00	0.00	0.00	40,866.45	40,866.45
CRYS22	CRYSTAL HOMES (PARIS) CORPORATION	L-18-	21,401.07	93,180.93	44,968.35	0.00	0.00	159,550.35
CWID21	COUNTRYWIDE HOMES AT NEWMARKET IN	L	82,192.59	90,793.34	35,790.77	0.00	2,955.14	211,731.84
CWID22	COUNTRY WIDE HOMES HARMONY OPERA	L	558.43	118,275.34	24,887.98	7,503.20	1,124.07	152,349.02
CWID23	COUNTRYWIDE HOMES AT COUNTRYSIDE	L	0.00	25,177.53	0.00	0.00	645.01	25,822.54
CWID27	Countrywide Homes at King South Inc.	L	43,605.63	34,975.08	64,174.62	35,756.27	38,861.63	217,373.23
CWID28	COUNTRY WIDE HOMES CALEDON INC.	YW/i	0.00	0.00	0.00	1,364.48	0.00	1,364.48
CWID43	Countrywide Homes at Queensville Inc.	L	41,705.21	57,554.79	35,026.89	1,786.82	24,584.36	160,658.07
DANE02	Chartwell c/o Daniels Gateway	Y-18	0.00	0.00	0.00	0.00	-440.70	-440.70
DANE31	DANIELS GATEWAY (SERVICE)	Y-18	0.00	0.00	3,380.96	0.00	0.00	3,380.96
DANE32	HEARTLAND 91 RENTAL PROPERTY	Y-18	0.00	0.00	2,570.75	0.00	0.00	2,570.75
DANE33	HUNTINGTON RIDGE RENTAL PROPERTY	Y-18	0.00	0.00	3,559.50	0.00	0.00	3,559.50
DANE34	DANIELS GATEWAY (SERVICE)	Y-18	0.00	0.00	1,339.05	0.00	0.00	1,339.05
DANE36	ERIN CENTRE VILLAGE RENTAL PROPERTY	Y-18	0.00	2,327.80	0.00	0.00	0.00	2,327.80
DANE37	ERIN CENTRE VILLAGE RENTAL PROPERTY	Y-18	0.00	2,327.80	0.00	0.00	0.00	2,327.80
DANE38	THE ANNEX RENTAL PROPERTY	Y-18	0.00	1,017.00	0.00	0.00	0.00	1,017.00
DANE39	HUNTINGTON RIDGE RENTAL PROPERTY	Y-18	0.00	3,531.25	0.00	0.00	0.00	3,531.25
DANE40	HEARTLAND 91 RENTAL PROPERTY	Y-18	2,327.80	0.00	0.00	0.00	0.00	2,327.80
DANE41	CHARTWELL c/o DANIELS GATEWAY	Y-18	6,887.35	0.00	0.00	0.00	0.00	6,887.35
DANE42	CHARTWELL c/o DANIELS GATEWAY	Y-18	1,463.35	0.00	0.00	0.00	0.00	1,463.35
DANI06	DANIELS LR CORPORATION	HW/i	0.00	0.00	0.00	0.00	508.50	508.50
DANI09	DANIELS HR CORPORATION	H	0.00	0.00	0.00	0.00	508.50	508.50
DANI11	DANIELS ROSEBANK PARK CORPORATION	H	0.00	858.80	0.00	0.00	0.00	858.80
DANI33	DANIELS HR CORPORATION.	H	0.00	14,299.02	46,075.18	0.00	0.00	60,374.20
DANM07	WARDEN BIRCH PROPERTIES	L	0.00	0.00	0.00	0.00	-3,126.24	-3,126.24
DANN02	DANNY COLALILLO	R	0.00	-6,500.00	0.00	0.00	0.00	-6,500.00
DANS94	DANIELS LR CORPORATION	L	632.01	-1,819.38	0.00	0.00	-1,314.87	-2,502.24
DARC06	1900401 ONTARIO INC.	H	0.00	0.00	0.00	0.00	1,864.50	1,864.50
DAWN10	Basingstoke Enterprise Ltd.	L	0.00	0.00	0.00	0.00	-920.95	-920.95
DC&F01	57-63 Finch Developments Inc.	LLeq	0.00	0.00	0.00	0.00	64,268.02	64,268.02
DECO07	Deco Homes (Origins) Inc.	L	0.00	0.00	0.00	0.00	2,520.35	2,520.35
DECO08	Deco Homes (Richmond Hill) Inc.	L	0.00	103.30	0.00	8.83	2,423.75	2,535.88
DECO13	Deco Homes (Origins) Inc	L	0.00	0.00	0.00	0.00	1,243.00	1,243.00

DEFA01	ROBERT & MARIA DEFAVERI	R	0.00	0.00	0.00	0.00	-12,029.64	-12,029.64
DEVRO2	DEVRON (YS) LTD.	H	133,383.84	0.00	0.00	0.00	19,574.43	152,958.27
DIMA01	Dimanor Homes Ltd	L	24,983.34	53,132.55	71,818.92	32,954.98	22,016.87	204,906.66
DMDE02	DREAM PROJECT MANAGEMENT	YLeg	0.00	0.00	0.00	0.00	3,491.70	3,491.70
DMDV01	10412481 Canada Corp.	LLeg	0.00	0.00	0.00	0.00	25,885.60	25,885.60
DREA79	Dreamland Homes Orillia Ltd	L	4,883.86	0.00	0.00	0.00	0.00	4,883.86
DSVG02	Worsley Dream Roncesvalles Limited Partnersl	H	0.00	0.00	0.00	0.00	37,290.00	37,290.00
DUNP09	1672736 Ontario Inc	LLeg	0.00	0.00	11,498.88	129,698.39	530,499.10	671,696.37
EDIL05	VTS A&B INC.	H	0.00	-1,626.38	0.00	0.00	35,512.00	33,885.62
EDIL06	VTS Phase 1 Inc.	H	0.00	1,532.28	0.00	0.00	172,085.68	173,617.96
ELMD10	ELM WASAGA BEACH (2016) INC.	L	69,426.07	44,633.87	49,160.26	7,400.39	6,106.62	176,727.21
ELMD11	2317676 ONTARIO INC.	Y-18	0.00	0.00	2,017.05	2,096.15	0.00	4,113.20
ELMD25	Elm - Thornhill Woods (2013), Inc.	LB/O	0.00	0.00	0.00	0.00	100,000.00	100,000.00
EMPI22	EMPIRE COMMUNITIES (2183 LAKESHORE E	H	0.00	0.00	0.00	0.00	4,658.77	4,658.77
EMPI24	RED HILL ESTATES LTD	L	707.38	0.00	0.00	0.00	2,974.39	3,681.77
EMPI26	EMPIRE COMMUNITIES (1603 EGLINTON) LT	H	0.00	0.00	0.00	0.00	2,434.58	2,434.58
EMPI27	LEGACY COMMUNITIES (THOROLD) INC.	LW/K	0.00	0.00	0.00	0.00	10,264.49	10,264.49
EMPI29	Legacy Communities (Thorold) Inc	LW/K	0.00	0.00	0.00	0.00	745.80	745.80
EMPI32	MANITOBA STREET RESIDENCES INC.	H	6,147.20	0.00	0.00	0.00	0.00	6,147.20
EMPI33	GP EMPIRE COMMUNITIES (NIAGARA) LTD.	LW/K	358.87	0.00	0.00	0.00	2,688.28	3,047.15
EMPI34	Red Hill Estates Ltd	LW/K	0.00	0.00	0.00	0.00	823.78	823.78
EMPI45	321 KING STREET RESIDENCE INC.	H	106,198.80	0.00	0.00	0.00	0.00	106,198.80
EMPI60	GP EMPIRE COMMUNITIES (NIAGARA) LTD	LW/K	0.00	0.00	0.00	0.00	4,510.96	4,510.96
EMPI64	BRANTFORD COMMUNITIES LTD.	LW/K	0.00	0.00	0.00	0.00	848.07	848.07
EMPI65	BRANTFORD COMMUNITIES LTD.	LW/K	0.00	0.00	0.00	0.00	5,351.06	5,351.06
EMPI66	ECRM LUNDY'S HOMES LTD	L	0.00	0.00	0.00	0.00	282.50	282.50
EMPI67	MCCLUNG ESTATES LTD.	LW/K	0.00	0.00	0.00	0.00	2,117.62	2,117.62
ESQU16	BOWMANVILLE ESTATES INC.	L-	0.00	0.00	0.00	97.90	0.00	97.90
ESQU23	GARDEN STREET DEVELOPMENTS INC.	L	26,334.65	0.00	0.00	0.00	0.00	26,334.65
ESQU24	MNR INVESTMENTS INC.	L	56,668.26	0.00	0.00	0.00	0.00	56,668.26
FERN13	Fernbrook Homes (Innisfil 1) Construction Limit	LW/K	0.00	0.00	0.00	0.00	4,096.25	4,096.25
FERN15	Fernbrook Homes (Seven Oak) Construction Li	L	0.00	0.00	0.00	0.00	-395.50	-395.50
FERN24	FERNBROOK HOMES (MAIN ST) CONSTRU	HW/A	0.00	0.00	0.00	0.00	779.36	779.36
FERN26	FERNBROOK HOMES (SEVEN OAKS 2017)	L	0.00	0.00	0.00	0.00	197.75	197.75
FERN29	FERNRIDGE ESTATES CONSTRUCTION INC	L	0.00	0.00	0.00	0.00	480.25	480.25
FERN32	Birchcove Construction Inc.	L	0.00	0.00	0.00	0.00	163.85	163.85
FERN36	D'OR PARTNERSHIP	H	41,368.86	135,742.22	0.00	0.00	0.00	177,111.08
FERN37	FERNBROOK HOMES (MCCLAUGHLIN ONE)	L	24,239.63	16,858.47	0.00	0.00	0.00	41,098.10
FERN38	FERNBROOK HOMES(MAPLEVIEW) CONSTI	L	2,860.03	4,904.20	0.00	0.00	4,134.67	11,898.90
FERN39	ASHLEN CONSTRUCTION INC.	L	2,862.29	0.00	0.00	0.00	0.00	2,862.29
FERN41	FERNBROOK HOMES (INNISFIL) CONSTRU	L	12,843.58	39,481.07	19,281.19	0.00	1,101.75	72,707.59
FIEL02	Fieldgate Construction Management Inc.	L	1,153.53	0.00	0.00	0.00	0.01	1,153.54
FIFT08	FIFTH AVENUE HOMES	LW/K	0.00	0.00	0.00	0.00	20,466.45	20,466.45
FIRS04	Muskoka Bay Resort Condo 1 Limited Partnersl	H	0.00	0.00	0.00	0.00	42,792.53	42,792.53
FIRS06	346 Davenport (Yorkville) Development Limited	H	52,123.28	38,496.16	142,342.09	27,270.74	21,361.02	281,593.29
FITZ01	39 EAST LIBERTY GP INC. AS A GENERAL P.	H	0.00	0.00	0.00	0.00	-111.10	-111.10
FITZ02	390 DUFFERIN GP INC. AS A GENERAL PAR	H	0.00	0.00	0.00	0.00	8,475.00	8,475.00
FITZ03	ONTARI HOLDINGS LTD AND	H	0.00	0.00	0.00	0.00	1,093.44	1,093.44
FITZ04	ONTARI HOLDINGS LTD. AND	H	1,227.46	0.00	0.00	0.00	56,081.90	57,309.36
FITZ06	39 EAST LIBERTY GP INC.	H	0.00	0.00	0.00	0.00	3,073.60	3,073.60
FITZ08	ONTARI HOLDINGS LTD AND	H	2,648.16	0.00	0.00	0.00	2,648.16	2,648.16
FIVE03	2457667 ONTARIO INC.	LW/K	0.00	0.00	0.00	0.00	39,071.06	39,071.06
FIVE04	59 PROJECT MANAGEMENT INC.	L	16,364.93	14,216.53	13,122.69	0.00	5,266.94	48,971.09
FLAT03	Golf Course Community Two Inc.	L-18	0.00	72,200.22	43,515.17	0.00	0.00	115,715.39
FORE82	FOREST PARK CIRCLE	R	0.00	0.00	12,294.40	0.00	3,141.40	15,435.80
FREE06	FREED DEVELOPMENTS	YW/K	0.00	0.00	0.00	0.00	83,836.25	83,836.25
FUSIO2	SUNRISE GATE (KINGSTON) LTD.	H	6,864.75	30,494.39	18,316.60	86,473.72	39,677.69	181,827.15
GENE21	GENERAL SPRINKLER INC.	Y-18	5,339.25	0.00	0.00	0.00	0.00	5,339.25
GERA07	HIGHLAND GATE DEVELOPMENTS INC.	L	0.00	5,478.64	30,150.27	20,603.89	0.00	56,232.80
GERA14	PERRY PINES DEVELOPMENT INC.	L	91,007.94	96,976.72	56,061.24	6,166.77	55,200.18	305,412.85
GERA15	HIGHLAND GATE DEVELOPMENT INC.	L	203,301.80	89,526.63	209,989.81	-1,412.50	0.00	501,405.74
GERA16	ALTONA HOME CONSTRUCTION INC.	L	54,599.97	8,558.45	2,999.52	0.00	0.00	66,157.94
GRAY04	SCOUT CONDOS LIMITED PARTNERSHIP	H	23,025.53	0.00	0.00	59,749.55	1,645.56	84,420.64
GRAY05	PETER ADELAIDE LIMITED PARTNERSHIP	H	190,282.73	0.00	0.00	0.00	0.00	190,282.73
GREAI0	RED GINGER DEVELOPMENTS INC.	HW/A	0.00	0.00	0.00	0.00	92,134.81	92,134.81
GREAI3	Gulfbeck Development Inc.	LW/K	0.00	0.00	0.00	0.00	3,657.01	3,657.01
GREAI7	2426483 Ontario Limited	H-G	0.00	0.00	0.00	0.00	1,714.89	1,714.89
GREAI9	LAZY DOLPHIN DEVELOPMENT INC.	LW/K	0.00	0.00	0.00	0.00	987.65	987.65
GREAI29	RVLP PROPERTY LTD	H-JC	0.00	0.00	0.00	0.00	8,148.43	8,148.43
GREW01	CALEXICO HOLDING	L	0.00	0.00	0.00	0.00	187,324.62	187,324.62
HABI10	HABITAT FOR HUMANITY GREATER TORON	L	0.00	0.00	0.00	0.00	4,453.08	4,453.08
HAZE01	Hazelton Development Corp	HW/A	0.00	0.00	0.00	0.00	2,389.95	2,389.95
HGST01	HIGHSTAR BUILDING INC.	YB/C	0.00	0.00	0.00	0.00	4,570.85	4,570.85
HONE01	Ravensfield Construction, Ltd.	LW/K	0.00	0.00	0.00	0.00	43,839.99	43,839.99

HONE03	Ravensfield Construction, Ltd.	L	0.00	0.00	0.00	0.00	-578.00	-578.00
HONE04	Ravensfield Construction Ltd.	L	31,474.91	35,559.35	5,320.51	4,644.65	14,609.06	91,608.48
HOWL05	HOWLAND GREEN (Bronte West) Ltd.	H	0.00	0.00	0.00	0.00	404.44	404.44
HOWL06	HOWLAND GREEN CONTRACTING LTD.	R	0.00	0.00	22,097.15	0.00	0.00	22,097.15
ICON03	ICON FOREST DISTRICT LTD.	LW/K	0.00	0.00	65,553.24	387.68	40,216.62	106,157.54
IHIR80	Refined Restoration Group Toronto Ltd.	L	4,843.47	1,017.00	0.00	0.00	0.00	5,860.47
INZO03	INZOLA SYMPHONY CORP.	H	0.00	1,042.42	1,222.43	137.18	57,303.06	59,705.09
IONS01	ION SECURITY INC./JENIFFER MALONE	R	0.00	0.00	0.00	-6,542.30	0.00	-6,542.30
JASO05	JASON DURANTE	R-P/	-10,000.00	0.00	0.00	0.00	0.00	-10,000.00
JEFF01	JEFF FIRTH	R-P/	0.00	0.00	0.00	0.00	-15,194.84	-15,194.84
JOHN03	John Boddy Homes	L	54,442.78	4,997.99	0.00	0.00	0.00	59,440.77
KAIT11	PENTACO HOLDINGS LTD.	L	0.00	0.00	0.00	554.75	626.59	1,181.34
KAIT18	1378026 ONTARIO INC.	L	52,257.70	0.00	9,570.82	0.00	40,539.05	102,367.57
KAIT24	MODO BOWMANVILLE TOWNS LTD.	L	2,023.80	3,377.12	0.00	0.00	9,613.07	15,013.99
KAIT27	BOWMANVILLE LAKEBREEZE EAST VILLAGE	L	0.00	0.00	2,806.92	720.74	2,121.23	5,648.89
KATH02	KATHY LEWIS	R-RI	0.00	0.00	0.00	0.00	4,803.63	4,803.63
KETT04	2392751 Ontario Limited	L-18/	78,554.21	0.00	0.00	0.00	0.00	78,554.21
KING14	LINDSAY 2017 DEVELOPMENTS INC.	L	19,982.92	20,923.08	0.00	0.00	0.00	40,906.00
KINR02	KAYAK URBAN TOWNS LTD.	L	0.00	0.00	0.00	0.00	-1,274.70	-1,274.70
KINR04	KINGWOOD RIVERSIDE TOWNS LTD.	L	0.00	4,078.61	22,520.90	8,127.28	8,784.92	43,511.71
LAKE03	Lakeview Homes (Glenway) Inc. 5350	LW/K	0.00	0.00	0.00	0.00	10,040.05	10,040.05
LAKE09	Lakeview-Tricap Homes (Queensville) Inc. 242/	L	1,110.77	1,048.02	0.00	0.00	6,921.25	9,080.04
LAKE21	LAKEVIEW-TRICAP HOMES (QUEENSVILLE)	L	81,984.61	3,277.00	5,806.39	0.00	30,085.69	121,153.69
LAKE22	LAKEVIEW HOMES (RIVERSTONE) CORP.	L	90,259.32	0.00	0.00	0.00	0.00	90,259.32
LANC16	LH (Niagara) Ltd.	L	0.00	2,086.32	2,530.00	1,594.00	42,684.06	48,894.38
LANC25	LH (WASAGA) LTD.	L-18	63,922.97	64,046.13	4,455.01	0.00	0.00	132,424.11
LAND06	Liv Communities	LW/K	0.00	0.00	0.00	0.00	16,608.09	16,608.09
LAND10	Landen Homes Churchlea Inc.	LW/K	0.00	0.00	0.00	0.00	649.72	649.72
LASD02	LAS DESIGN	R	0.00	0.00	-3,358.92	0.00	0.00	-3,358.92
LEBO02	LEBOVIC ENTERPRISES LIMITED	L	0.00	0.00	0.00	0.00	878.02	878.02
LEBO03	LEBOVIC ENTERPRISES LTD.	L	31,686.33	35,880.89	3,710.47	27,230.63	482.62	98,990.94
LEDC02	41 DOVERCOURT LP BY	H	0.00	0.00	0.00	0.00	12,648.21	12,648.21
LIFE04	Lifetime Edward Street Inc.	H	0.00	0.00	0.00	0.00	-406.80	-406.80
LIND02	BRONGREEN DEVELOPMENTS LTD.	L	610.46	0.00	0.00	1,971.40	97,035.81	99,617.67
LIND03	GRACEFIELDS DEVELOPMENTS LTD.	L	6,867.51	0.00	0.00	0.00	48,118.35	54,985.86
LIVA03	LIVANTE HOLDINGS (CUMMER) INC.	L	0.00	41,142.17	39,663.00	42,956.95	7,946.60	131,708.72
LIVC05	LIV Communities	L	0.00	7,584.56	0.00	0.00	0.00	7,584.56
LIVC08	LIV (HARDY ROAD) INC.	L	0.00	0.00	12,096.29	0.00	4,766.25	16,862.54
LIVC09	LIV COMMUNITIES	R	0.00	0.00	0.00	0.00	-997.85	-997.85
LIVC10	LIV Communities	L	36,844.23	12,827.76	17,335.33	0.00	529.66	67,536.98
LIVC11	LIV (HARDY ROAD) INC	L	44,672.90	45,109.40	21,638.19	0.00	0.00	111,420.49
LOGI01	LOUIE GIANKOPOLOS	RB/C	0.00	0.00	0.00	0.00	-7,000.00	-7,000.00
LOON07	G2 DEVELOPMENT INC.	L	58,337.27	-25,104.38	-10,000.00	0.00	0.00	23,232.89
LORM13	LORMEL DEVELOPMENTS (BRADFORD) LTD	LW/K	0.00	20,051.78	0.00	0.00	0.00	20,051.78
LORM14	DUN WEST PROPERTIES LTD.	H	42,564.31	0.00	0.00	0.00	0.00	42,564.31
LOUI02	LOUIE GIANKOPOULOS	RB/C	0.00	0.00	0.00	0.00	-3,000.00	-3,000.00
MACK03	Mackenzie Hall Homes Inc.	Y-18/	0.00	4,553.96	0.00	0.00	40,985.66	45,539.62
MACP04	Macpherson Builders (Cranberry) Ltd.	H	0.00	0.00	0.00	21,274.41	17,343.70	38,618.11
MADI74	MADISON HOMES CORNELL ROUGE LTD	L	0.00	90,234.97	-2,454.25	2,454.25	0.00	90,234.97
MADI77	MADISON GROUP	L	0.00	833.38	0.00	204.52	1,181.04	2,218.94
MADI79	MADISON BROCK LTD.	L	0.00	680.09	0.00	0.00	1,767.05	2,447.14
MADI88	Madison Group	L	26,240.18	59,308.95	25,631.91	0.00	0.00	111,181.04
MAND03	RIVKI MANDELBAUM	RW/	0.00	0.00	0.00	0.00	42,375.00	42,375.00
MANO02	Manorgate Homes (Whitby) Inc.	L	0.00	0.00	0.00	0.00	1,284.81	1,284.81
MANO04	Towncore Homes	L	0.00	0.00	0.00	0.00	8,607.21	8,607.21
MANS07	MINTHOLLOW ESTATES INC.	L	87,253.15	32,301.72	18,230.15	113,832.54	48,922.79	300,540.35
MARA01	SCONE DEVELOPMENTS INC.	L	70,422.50	5,482.31	2,549.04	4,968.70	0.00	83,422.55
MARC12	MARCO OLIVEROS	R	0.00	0.00	0.00	0.00	-197.00	-197.00
MARL08	HARMONY TAYLOR DEVELOPMENTS LTD	L	7,216.58	136,526.83	114,148.08	61,400.28	82,846.21	402,137.98
MARL10	COBALT DEVELOPMENTS LTD.	Y-18	0.00	0.00	0.00	0.00	4,038.06	4,038.06
MATSJF	MATTAMY (AURORA) LIMITED #2	LW/K	0.00	0.00	0.00	0.00	-32,146.24	-32,146.24
MATT01	MONARCH WATERVIEW DEVELOPMENT LIM	H	9,489.63	734.50	1,147.40	0.00	193,440.88	204,812.41
MATT08	SHIU PONG DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	2,877.37	2,877.37
MATT56	MONARCH WATERVIEW DEVELOPMENT LIM	H	0.00	1,368.20	0.00	1,974.00	-1,957.73	1,384.47
MATT57	MATTAMY(KAITTING)LIMITED	H	0.00	3,432.73	-3,432.73	0.00	16,153.58	16,153.58
MATT58	DOWNSVIEW HOMES INC.	H	0.00	0.00	0.00	0.00	24,281.45	24,281.45
MENK14	RESIDENCES AT SUGAR WHARF LTD.	H	57,661.05	76,383.76	0.00	0.00	0.00	134,044.81
MENK16	LAKE & TOWN HOMES INC.	L	0.00	0.00	230,917.48	11,025.86	35,846.96	277,790.30
MENK18	MOBILIO HOMES LTD.	L	0.00	0.00	0.00	361.60	62,805.40	63,167.00
MENK22	in.DE Residences Inc.	H	0.00	0.00	0.00	0.00	1,972.42	1,972.42
METR14	NEW LAWRENCE HEIGHTS 1 INC.	L	0.00	0.00	0.00	0.00	52,640.04	52,640.04
MIDH04	MIDHAVEN HOME BREEZE LTD.	L	576.30	0.00	0.00	0.00	0.00	576.30
MIKE07	MIKE CIRCOSTA	R	0.00	0.00	0.00	0.00	140,576.01	140,576.01
MIKM06	Mikmada Homes Inc.	L	8,895.36	0.00	0.00	0.00	615.57	9,510.93

MINT24	MINTO COMMUNITIES	LW/K	0.00	0.00	0.00	0.00	1,130.00	1,130.00
MINT29	Minto (Rossland) Inc.	L	0.00	0.00	920.67	4,724.42	3,005.08	8,650.17
MINT42	METROPIA MINTO (SIXTEENTH) HOLDINGS	L	0.00	0.00	1,257.82	0.00	44,442.79	45,700.61
MINT44	Minto Communities	L	95,284.55	6,502.71	4,376.19	4,775.97	1,380.82	112,320.24
MOND07	Mondiale Development Limited	H	0.00	0.00	0.00	0.00	5,418.80	5,418.80
MOND09	1630 QUEEN DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	44,713.87	44,713.87
MOND43	SR & R BAYRIDGES (TWO) LTD	H	0.00	0.00	0.00	0.00	14,409.01	14,409.01
MOND70	DANMOR DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	9,818.99	9,818.99
MORI01	MR. LOUIE MORIZIO	RW/	0.00	0.00	0.00	0.00	69,125.49	69,125.49
MOTO01	Motorino Citta	RW/	0.00	0.00	0.00	0.00	39,550.00	39,550.00
NATI08	Queensville Developments Inc.	L	0.00	0.00	0.00	0.00	536.75	536.75
NATI10	NATIONAL HOMES (GOREWAY) INC.	L	81,614.08	34,288.54	8,377.63	7,116.53	18,321.94	149,718.72
NIMI01	NIMIT SHAH	R-P/	0.00	0.00	0.00	0.00	-5,571.22	-5,571.22
NORT04	NORTH WOOD CARPET & TILE CO LTD.	Inter	0.00	0.00	0.00	0.00	73,563.00	73,563.00
NORT05	NORTH PEAK DEVELOPMENTS	R	0.00	-3,926.72	0.00	0.00	0.00	-3,926.72
OLDE01	O & L DEVELOPMENTS	LB/O	0.00	0.00	0.00	0.00	64,692.50	64,692.50
ONNI52	ONNI CONTRACTING (ONTARIO) LTD.	H	0.00	0.00	0.00	0.00	55,637.84	55,637.84
PACE06	Mapleview Developments Ltd.	L	89,838.39	82,108.06	30,557.62	5,539.90	65,803.80	273,847.77
PACE08	MAPLEVIEW DEVELOPMENTS LTD	L	38,079.02	0.00	79,549.13	0.00	147,276.49	264,904.64
PARQ02	Parqueteam	R-P/	0.00	0.00	0.00	0.00	-157.58	-157.58
PART03	O'HANLON Holdings Limited	R-RI	0.00	-100,000.00	0.00	0.00	0.00	-100,000.00
PHAN03	PHANTOM DEVELOPMENTS LIMITED	H	34,379.37	0.00	0.00	0.00	0.00	34,379.37
PINE23	PINE GLEN COLBORNE INC	L	107,428.56	187,852.91	88,124.18	114.13	0.00	383,519.78
PIZZ01	PIZZA NOSTRA (2) INC	RB/C	0.00	0.00	0.00	0.00	7,854.86	7,854.86
PLAZ04	Plazacorp	YW/	0.00	0.00	0.00	0.00	18,724.10	18,724.10
PLAZ06	Islington Chauncey Residence	Y-18	0.00	0.00	0.00	0.00	-7,299.81	-7,299.81
PLAZ14	KING EAST DEVELOPMENTS INC.	L	881.40	0.00	0.00	0.00	237,145.38	238,026.78
PRAT01	H. HANSEN DEVELOPMENT INC.	L	0.00	0.00	0.00	0.00	40,819.07	40,819.07
PRAT03	H. HANSEN DEVELOPMENT INC.	L	0.00	0.00	0.00	0.00	312,109.76	312,109.76
PRES02	724903 Ontario Inc.	L	4,500.00	0.00	0.00	0.00	19,049.20	23,549.20
PRIM02	Primont (Bronte Creek) Inc.	L	0.00	0.00	0.00	0.00	10,664.79	10,664.79
QUEE03	Queencorp Reserve LP	LW/K	0.00	0.00	0.00	0.00	3,055.60	3,055.60
REDB03	WILLOW TERRACE ESTATES INC.	L	0.00	0.00	0.00	0.00	4,334.11	4,334.11
REGA11	SEDGEWICK (RCH) HOMES INC.	L	0.00	463.75	0.00	0.00	0.00	463.75
REID03	REID'S HERITAGE HOMES LTD.	LW/K	0.00	0.00	0.00	0.00	11,822.38	11,822.38
REID05	REID'S HERITAGE CONSTRUCTION	H	0.00	0.00	0.00	0.00	8,455.79	8,455.79
REID06	REID'S HERITAGE HOMES LTD.	LW/K	0.00	0.00	0.00	0.00	15,189.36	15,189.36
REL130	RELIANCE CONSTRUCTION TORONTO INC.	H	187,438.90	-889.88	0.00	0.00	10,810.32	197,359.34
REMI10	Remington Georgetown Inc	L	0.00	0.00	0.00	2,223.84	-2,771.89	-548.05
REST04	RESTORX GTA/SHOURYA GARG	R-P/	0.00	0.00	0.00	0.00	-1,111.77	-1,111.77
RINO02	RINOMATO CONSTRUCTION	Y-17	0.00	0.00	0.00	0.00	-24,470.15	-24,470.15
RINO17	RINOMATO CONSTRUCTION INC.	Y-18	2,710.45	0.00	0.00	0.00	0.00	2,710.45
RINO20	RINOMATO CONSTRUCTION INC.	Y-18	0.00	10,883.44	0.00	0.00	0.00	10,883.44
ROSE17	Rosehaven Management Limited	L	12,046.93	16,651.68	1,985.98	0.00	252.67	30,937.26
ROSE25	Rosehaven Management Limited	L	60,650.49	54,944.73	7,820.24	7,304.17	2,388.40	133,108.03
ROSE26	ROSEBAY CONSTRUCTION INC.	H	106,133.51	4,294.00	33.90	0.00	1,500.31	111,961.72
ROSE30	Rosehaven Management Limited	L	39,657.35	15,904.75	5,192.94	0.00	0.00	60,755.04
ROSE31	ROSE CERQUA/LORENZO	R	-6,416.00	0.00	0.00	0.00	0.00	-6,416.00
ROYA20	ROYALTON HOMES INC.	LW/K	0.00	0.00	0.00	0.00	16,382.70	16,382.70
ROYE02	ROYAL 7 DEVELOPMENTS LTD	H	0.00	1,491.04	0.00	0.00	28,357.91	29,848.95
SADD01	CHELSEA MAPLE RESIDENCES (PHASE 1) II	H	0.00	0.00	0.00	0.00	-1,039.60	-1,039.60
SADD03	THE GATES OF BAYVIEW GLEN PHASE XI C	H	0.00	0.00	0.00	0.00	24,932.14	24,932.14
SADD04	Friday Harbour Mid-Rise (Phase 2) Inc.	H	0.00	0.00	0.00	0.00	-2,203.50	-2,203.50
SADD24	SENTINEL (BROADWAY) HOLDINGS INC.	H	0.00	0.00	0.00	0.00	2,034.00	2,034.00
SADD26	Metcalfe And Eglinton Developments	H	0.00	0.00	-180.80	0.00	3,764.92	3,584.12
SADD27	THE GATES OF BAYVIEW GLEN PHASE XI C	H	0.00	0.00	0.00	0.00	52,040.62	52,040.62
SADD29	CHELSEA MAPLE RESIDENCES(PHASE II) IN	H	4,261.02	0.00	0.00	0.00	25,752.24	30,013.26
SADD31	ERIN MILLS HIGHRISE (PHASE I) INC.	H	0.00	883.04	0.00	0.00	52,267.88	53,150.92
SADD32	CHELSEA MAPLE RESIDENCES(PHASE III) II	H	0.00	7,910.00	0.00	0.00	0.00	7,910.00
SADD33	THE GATES OF BAYVIEW GLEN PHASE XII C	H	55,223.09	0.00	0.00	0.00	0.00	55,223.09
SECO01	CRYSTAL GLEN HOMES	LB/O	0.00	0.00	0.00	0.00	-12,914.65	-12,914.65
SECSTE	STEPHEN SACCOCCIA JR	RB/C	0.00	0.00	0.00	0.00	174,899.14	174,899.14
SEQU01	ELGIN HOUSE PROPERTIES LTD.	H	50,850.00	0.00	0.00	0.00	0.00	50,850.00
SILM13	DMD SIMCOE INC.	L	0.00	0.00	0.00	0.00	1,095.97	1,095.97
SILM14	ROSEDALE VILLAGE (PHASE II) INC.	L	0.00	0.00	1,671.26	843.53	10,067.38	12,582.17
SKAL03	2288116 ONTARIO INC.	HW/	0.00	0.00	0.00	0.00	27,379.03	27,379.03
SKYG01	143 AVENUE ROAD GP INC.	H	0.00	0.00	0.00	0.00	3,469.10	3,469.10
SKYG10	1416958 Ontario Inc.	HW/	0.00	0.00	0.00	0.00	50,885.92	50,885.92
SKYG12	TAS 299CA CORP./6965083 CANADA INC.	H	73,651.13	0.00	96,598.73	63,080.65	4,810.41	238,140.92
SKYH13	COPPERTRAIL ESTATES INC.	L	2,922.18	-88.25	6,700.98	2,240.10	18,640.97	30,415.98
SKYH16	SKY HOMES CORPORATION	Y-18	0.00	0.00	0.00	0.00	2,466.00	2,466.00
SKYH17	CRESTVALE HOLDINGS INC.	Y-18	0.00	0.00	0.00	0.00	4,655.00	4,655.00
STEAO1	STEAMATIC WEST GTA	R	0.00	0.00	0.00	0.00	-684.04	-684.04
STER03	STERLING HOMES (WESTON RD) INC.	L	0.00	44,831.85	0.00	0.00	0.00	44,831.85

SUCC06	Succession Development Corporation	H	101,463.73	0.00	0.00	543.53	0.00	102,007.26
SUCC07	Succession Development Corporation	H	184,048.02	0.00	0.00	0.00	0.00	184,048.02
SUCC10	Succession Development Corporation	Y	13,780.35	0.00	0.00	0.00	0.00	13,780.35
SUNN01	SUNNY COMMUNITIES CORPORATION	YW/K	0.00	0.00	0.00	0.00	28,509.90	28,509.90
SUNN05	SUNNY COMMUNITIES	R	0.00	0.00	0.00	0.00	14,114.64	14,114.64
TCBC01	TORONTO CHINESE BAPTIST CHURCH C/O	Y	23,735.65	0.00	0.00	0.00	0.00	23,735.65
TIML01	TIMELINE FLOORS INC.	Interf	0.00	0.00	0.00	0.00	7,712.25	7,712.25
TMGB01	YORKDALE RESIDENCES II INC.	H	0.00	0.00	0.00	0.00	7,007.33	7,007.33
TMGB03	PLAZACORP METROPOLITAN MANAGEMEN	HW/A	0.00	0.00	0.00	0.00	395.50	395.50
TMGB12	36 TIPPETT INC.	H	0.00	0.00	0.00	0.00	-2,092.21	-2,092.21
TMGB13	250 DAVENPORT LIMITED PARTNERSHIP	H	0.00	0.00	3,387.97	0.00	12,406.20	15,794.17
TMGB32	Pier 27 Toronto (North) Inc.	H	0.00	0.00	0.00	0.00	650.67	650.67
TMGB33	2306858 ONTARIO INC. C/O TMG CONSTRU	H	0.00	0.00	0.00	0.00	768.40	768.40
TODD01	2131 Yonge Developments LP	H	0.00	0.00	0.00	0.00	-5,166.30	-5,166.30
TODD03	NORSTAR BAKER HILL INC.	H	0.00	0.00	395.84	0.00	3,847.94	4,243.78
TONY07	Tony Murdocca	RB/C	0.00	0.00	0.00	0.00	7,226.35	7,226.35
TOWN08	Aeroland Construction Inc.	L	386.92	942.06	0.00	0.00	13,790.47	15,119.45
TOWN09	TOWNWOOD HOMES (BRAMPTON) LTD.	L	58,841.36	144,797.61	92,890.52	21,359.27	62,468.49	380,357.25
TRIB19	Dantonbury Developments Inc. (Phase 5)	L	0.00	428.44	0.00	114.58	1,402.89	1,945.91
TRIB21	HUMBERWOOD HOLDINGS CORP.	L	0.00	0.00	23.32	0.00	0.00	23.32
TRIB24	TRIBUTE (DANFORTH) LTD.	H	51,816.15	1,291.00	-9,359.24	0.00	0.00	43,747.91
TRIB45	DANTONBURY DEVELOPMENTS INC.	L	0.00	0.00	0.00	0.00	466.25	466.25
TRIB50	Tribute Springwater Limited Partnership	L	0.00	0.00	0.00	1,394.18	4,922.11	6,316.29
TRIC05	TRICON CAPITAL GP INC.	Y-18	106,446.00	0.00	0.00	0.00	0.00	106,446.00
TRID03	THE RESIDENCES OF ISLINGTON TERRACE	H	1,526.97	0.00	7,253.13	0.00	16,305.90	25,086.00
TRID07	AQUABELLA BAYSIDE TORONTO INC.	H	0.00	0.00	0.00	0.00	5,830.81	5,830.81
TRID23	SCALA RESIDENCES INC.	H	0.00	0.00	3,717.70	294,272.24	31,316.26	329,306.20
TRID24	RESIDENCES OF THE WELL INC. - TOWER I	H	57,842.95	2,370.53	530.08	6,479.48	43,877.62	111,100.66
TRID27	RESIDENCES AT BIANCA INC.	H	13,577.52	471,984.65	45,169.17	0.00	114,359.74	645,091.08
TRID28	DELMANOR AURORA INC.	H	0.00	0.00	0.00	0.00	85,310.15	85,310.15
TRID29	RESIDENCES OF VIA BLOOR INC.	H	246,929.95	26,734.91	4,389.49	68,041.29	31,921.93	378,017.57
TRID33	AUBERGE ON THE PARK RESIDENCES INC.	H	47,606.99	0.00	0.00	0.00	0.00	47,606.99
TRIV01	TRI VISTA RENOVATION INC.	R	0.00	-1,385.02	0.00	0.00	0.00	-1,385.02
TUCK04	SUMMERCOVE ESTATES INC.	H	0.00	0.00	0.00	0.00	26,026.80	26,026.80
TUCK08	SUMMERCOVE ESTATES INC.	Y- 17	0.00	0.00	0.00	0.00	70,977.03	70,977.03
TUCK09	GREAT GULF (POWER) LTD.	H	0.00	0.00	0.00	4,974.83	67,338.59	72,313.42
TUCK13	GG Eight Cumberland Limited Partnership	H	127,267.08	152,249.79	0.00	0.00	6,815.22	286,332.09
VANM01	VanMar Constructors ON 1009 Inc.	HW/A	0.00	0.00	0.00	0.00	19,621.76	19,621.76
VANM04	Rose Hamilton Homes Inc.	H	0.00	128,478.86	-2,862.96	0.00	3,688.91	129,304.81
VANM06	Vanmar Constructors ON 1007 Inc.	HW/A	0.00	0.00	0.00	0.00	5,889.79	5,889.79
VANM07	VanLegend Fergus LP by its General Partner,	H	0.00	0.00	0.00	0.00	11,994.14	11,994.14
VANM08	255 Northfield LP	H	0.00	0.00	0.00	0.00	-915.90	-915.90
VANM11	VANMAR CONSTRUCTORS ON 1017 INC.	LLeg	0.00	40,332.07	0.00	0.00	343,447.96	383,780.03
VANM12	VANMAR CONSTRUCTORS ON 1012 INC.	H	9,199.67	103,345.64	16,375.12	2,759.57	8,443.36	140,123.36
VIA101	VIA 123 APARTMENTS	H	0.00	5,873.18	0.00	0.00	0.00	5,873.18
VIV01	VIVIAN GUGLIETTI	R-RI	0.00	0.00	0.00	0.00	-11,817.54	-11,817.54
WHIT02	2127107 Ontario Inc.	L	0.00	0.00	0.00	0.00	-546.25	-546.25
WILK01	BRIGHTSTAR NEWCASTLE CORPORATION	HLeg	0.00	0.00	0.00	0.00	267,339.37	267,339.37
YORK07	Yorkwood Building Group, Ltd.	LW/K	0.00	0.00	0.00	0.00	103,018.51	103,018.51
YORK11	YORKDALE RESIDENCES II INC	H	0.00	0.00	0.00	0.00	485.00	485.00
ZANC16	ZANCOR HOMES (WASAGA) LTD.	L	0.00	0.00	0.00	0.00	-47.67	-47.67
ZANC20	ZANCOR HOMES (CALEDON) LTD.	L	15,056.12	16,507.04	0.00	0.00	0.00	31,563.16
ZANC22	ZANCOR HOMES (INNISFIL) LTD.	L	33,883.48	11,026.54	0.00	0.00	54.75	44,964.77
ZANC23	ZANCOR HOMES (WASAGA RIVER) LTD.	L	19,882.35	6,010.92	0.00	0.00	0.00	25,893.27
ZZEN01	ZZEN DESIGN BUILD LTD	R	0.00	-3,888.13	0.00	0.00	-2,747.34	-6,635.47
Report Total:			5,916,270.50	4,594,995.60	2,312,312.60	1,895,331.70	7,416,555.98	22,135,466.38
			26.73%	20.76%	10.45%	8.56%	33.51%	100.00%

407 customers printed

Malvern Contract Interiors Limited	1,417,476.94	1,182,691.94	965,105.46	2,047,519.40	5,612,793.74
A/R August 4, 2023					
	0-30	31-60	61-90	>90	Total
1334653 ONTARIO LIMITED	-	-	-	416.56	416.56
2621334 ONTARIO INC	-	-	-	-	-
5041425 ONTARIO LTD.	-	-	-	11,702.76	11,702.76
789 DON MILLS DEVELOPMENTS INC.	-	5,989.00	-	-	5,989.00
ALLYANT	24,016.46	-	3,063.71	23,676.03	3,404.14
ALTRO CANADA	-	-	-	3,164.00	3,164.00
BDA INC.	-	-	-	76,278.80	76,278.80
BECC CONSTRUCTION INC	-	-	-	2,056.04	2,056.04
BEMOCON CONTRACTING LTD.	3,744.82	-	-	5,057.88	8,802.70
BERKIM CONSTRUCTION INC.	-	-	-	5,601.98	5,601.98
BGIS	24,524.16	37,293.40	-	-	61,817.56
BMK BENCHMARK INC.	7,468.74	-	-	-	7,468.74
BOND & MARY DEVELOPMENT PHASE II INC.	-	67,800.00	-	660,865.79	593,065.79
BROSKO PROPERTY MANAGEMENT	30,510.00	-	-	-	30,510.00
BUILD IT BY DESIGN	14,363.15	-	-	-	14,363.15
CAS CONSTRUCTORS & MANAGERS	-	-	-	17,521.28	17,521.28
CHATHAM RETIREMENT RESORT	-	-	-	71.18	71.18
CHERRYWOOD INTERIORS	2,542.50	-	-	-	2,542.50
CONFRA GLOBAL SOLUTIONS INCORPORATED	-	-	-	791.00	791.00
CONTECH CONST'N SERVICES INC.	-	10,932.75	-	-	10,932.75
CORNERSTONE BUILDING & PROPERTY	-	1,922.41	11,102.26	-	9,179.85
CPVC PLACE DE VILLE C/O CROWN PROPERTY MANAGEMENT INC.	112,617.36	-	-	-	112,617.36
CRAFT CONTRACTING LTD.	-	3,497.92	28,559.90	-	32,057.82
CUSHMAN & WAKEFIELD	-	-	-	69.16	69.16
DAFOM	-	697.66	-	-	697.66
DPI CONSTRUCTION MGMT	262,079.82	226,791.00	69,704.05	-	558,574.87
DURON ONTARIO LTD	26,752.19	-	-	64,255.31	91,007.50
EDGB	-	-	-	9,469.40	9,469.40
EDIFY	-	-	-	67.80	67.80
ELITE CONSTRUCTION INC.	32,642.50	18,051.75	-	2,147.57	52,841.82
FLAT IRON BUILDING GROUP INC.	41,285.12	42,846.21	16,475.40	11,815.85	112,422.58
FOX CONTRACTING LTD.	53,339.97	132,728.40	21,213.09	4,909.40	212,190.86
G.C. JAIN INVESTMENTS LIMITED	-	-	-	82,261.31	82,261.31
GAY COMPANY LIMITED	-	-	-	1,864.50	1,864.50
GEN-PRO	1,695.00	-	-	-	1,695.00
GEORGE AND MURRAY DEVELOPMENT CORPORATION	-	-	-	62,302.55	62,302.55
GOVAN BROWN & ASSOCIATES LIMITED	183,350.74	25,806.38	179,031.92	49,641.80	437,830.84
GREENFERD CONSTRUCTION INC.	241,956.07	94,131.62	44,341.20	117,113.67	497,542.56
HALL, KATHERINE	-	-	-	916.68	916.68
HARRINGTON AND ASSOCIATES LTD	-	32,086.35	-	-	32,086.35
HAZELTON PLACE	-	-	-	1,175.20	1,175.20
HELLENIC HOME FOR THE AGED INC.	-	-	-	44,578.50	44,578.50
HN CONSTRUCTION LIMITED	1,932.30	-	-	-	1,932.30
HNT INC.	4,497.40	-	-	-	4,497.40
IRA MCDONALD CONSTRUCTION LIMITED	-	-	90,795.50	-	90,795.50
J&W QUALITY HOMES	11,461.15	-	-	59,911.48	71,372.63
JP GRAVEL CONSTRUCTION INC	2,969.30	-	-	-	2,969.30
KENSINGTON HEALTH CENTRE	-	2,147.00	-	-	2,147.00
KNIGHTSBRIDGE ZFG	-	-	-	2,655.50	2,655.50
LINAR MERRITT	-	-	-	1,740.20	1,740.20
LSTI INC	50,850.00	54,011.85	30,510.00	25,425.00	160,796.85
MARANT CONSTRUCTION LIMITED	-	-	3,167.12	-	3,167.12
MATHESON CONSTRUCTORS	-	85,326.30	62,310.56	37,712.96	185,349.82
MCCLINTOCK MANOR	4,181.00	-	-	-	4,181.00
MCIVOR CONSTRUCTION MANAGEMENT INC.	-	-	-	110,792.69	110,792.69
MOSAIK CONSTRUCTION & MGMT INC	64,365.16	35,536.29	29,098.65	5,236.65	134,236.75
NATIONAL RETAIL FLOORING SERVICES, INC	3,836.35	-	-	58.16	3,778.19
NEED DESIGN BUILD	97,606.58	8,418.50	-	46,273.50	152,298.58
NEWBOROUGH CONSTRUCTION INC.	-	-	-	3,320.34	3,320.34
NEXROCK DESIGN BUILD INC.	-	11,752.00	-	-	11,752.00

NORFIELD CONSTRUCTION INC.	-	-	-	-	158.20	-	158.20
PAC BUILDING GROUP CORP	-	46,237.91	-	-	63.80	-	46,301.71
PORTFOLIO CONTRACTING INC	8,625.00	10,617.48	78,113.77	-	-	-	97,356.25
PRESENTATION MANOR	-	-	-	-	3,164.00	-	3,164.00
PRODIGY CONSTRUCTION INC.	2,393.34	-	-	-	18,362.34	-	20,755.68
QUALITY STERLING GROUP	-	-	-	-	365,414.03	-	365,414.03
QUOIN CONSTRUCTION LIMITED	-	-	-	-	107.24	-	107.24
RIPPLE PROJECTS	-	410.76	-	-	-	-	410.76
ROSS CLAIR CONTRACTORS	-	-	-	-	34,894.10	-	34,894.10
SCHICKENDANZ BROS PROPERTIES	-	9,376.74	-	13,560.00	-	-	4,183.26
STRUCT-CON CONSTRUCTION LTD	-	-	-	-	2,712.01	-	2,712.01
TERCO CONSTRUCTION LTD	-	-	81,360.00	-	294.93	-	81,654.93
THE PAINLESS HANDYMAN INC.	-	90.35	-	-	90.35	-	-
THE DALTON COMPANY	-	-	-	-	327.33	-	327.33
THE PENTACON GROUP	-	23,136.75	-	-	55,457.20	-	32,320.45
THE ROYALE DEVELOPMENT LP	9,119.10	-	-	-	-	-	9,119.10
TIMELINE FLOORS CALGARY	-	-	-	-	3,385.48	-	3,385.48
TIMELINE FLOORS INC.- BC	-	-	-	-	2,955.32	-	2,955.32
TONY IERULLO	3,051.00	-	-	-	-	-	3,051.00
TORCON LTD.	10,744.61	124,913.03	63,825.32	-	-	-	199,482.96
TORQUE BUILDERS INC.	158,145.55	92,737.11	100,453.37	105,349.21	-	-	456,685.24
TORQUE INTERIORS LTD.	-	25,281.09	38,419.64	-	-	-	63,700.73
TRIGON BUILDING CORPORATION	-	21,357.00	-	-	-	-	21,357.00
TRIGON CONSTRUCTION TORONTO (2008) INC.	-	-	-	-	1,243.00	-	1,243.00
UMG	-	-	-	-	2,328.93	-	2,328.93
URBAN OUTLINE BUILDING GROUP LTD	-	-	-	-	51,940.46	-	51,940.46
VAN HORNE CONSTRUCTION LIMITED	-	-	-	-	6,630.67	-	6,630.67
V-CON CORPORATION	-	-	-	-	11,752.00	-	11,752.00
VENTURE CONSTRUCTION	-	9,956.43	-	-	-	-	9,956.43
WALDEN CIRCLE RETIREMENT COMMUNITY	-	-	-	-	3,708.66	-	3,708.66

(2) AR Collections since August 4

Collections since August 4

Quality	17,156,435
Malvern	5,540,823
Timeline	<u>1,852,952</u>
	24,550,210

Quality Rugs of Canada Limited
A/R Collections since August 4, 2023

17,156,435.32 Total

PETER ADELAIDE LIMITED PARTNERSHIP	726,171.85
ONTARIO HOLDINGS LTD. and 88 QUEEN FITZROVIA INC.	672,324.47
HIGHLAND GATE DEVELOPMENT INC.	660,517.85
1556614 ONTARIO LIMITED	634,491.79
KINGSMEN (LAKESHORE) INC.	570,853.08
Succession Development Corporation	539,962.77
VANMAR CONSTRUCTORS ON 1012 INC.	531,958.91
UNIVERSAL CITY TWO DEVELOPMENTS INC	438,848.78
346 Davenport (Yorkville) Development Limited	427,875.47
ELGIN HOUSE PROPERTIES LTD.	408,305.16
BIG SKY SIMCOE LTD PARTNERSHIP	407,307.82
PINE GLEN COLBORNE INC	387,744.85
4880 Valera Road LP.	376,019.46
TRIBUTE (DANFORTH) LTD.	341,666.60
SCALA RESIDENCES INC.	315,276.21
PERRY PINES DEVELOPMENT INC.	310,333.81
HARMONY TAYLOR DEVELOPMENTS LTD	292,554.01
NIAGARA STREET (ARH) DEVELOPMENTS LTD.	289,096.56
TOWNWOOD HOMES (BRAMPTON) LTD.	275,622.38
GLENBROOK ESTATES INC.	258,292.99
CRYSTAL HOMES (PARIS) CORPORATION	238,618.81
MINTHOLLOW ESTATES INC.	235,976.01
TAS 299CA CORP./6965083 CANADA INC.	233,330.51
ELM WASAGA BEACH (2016) INC.	229,113.72
321 KING STREET RESIDENCE INC.	220,919.02
H. HANSEN DEVELOPMENT INC.	196,342.81
MONARCH WATERVIEW DEVELOPMENT LIMITED	195,668.45
Rosehaven Management Limited	193,127.98
TIPPETT SOUTH INC.	189,018.02
Countrywide Homes at King South Inc.	176,941.61
UNIVERSAL CITY ONE DEVELOPMENTS INC.	171,320.04
D'OR PARTNERSHIP	167,278.95
COUNTRYWIDE HOMES AT NEWMARKET INC.	157,087.29
VTS Phase 1 Inc.	147,605.52
LAKEVIEW-TRICAP HOMES (QUEENSVILLE) INC. 2424	144,382.88
CALEXICO HOLDING	138,971.92
DEVRON (YS) LTD.	133,383.84
RESIDENCES AT SUGAR WHARF LTD.	129,307.48
ALCONA COUNTRY PROPERTIES LTD.	128,061.98
ARAGON (WELLESLEY) DEVELOPMENT (ONTARIO) CORPORATION	127,142.68
ROSEBAY CONSTRUCTION INC.	123,992.03
PHANTOM DEVELOPMENTS LIMITED	117,814.70
LIVANTE HOLDINGS (CUMMER) INC.	112,951.42

LH (WASAGA) LTD.	110,023.73
LEBOVIC ENTERPRISES LTD.	108,944.77
ENGLISH LANE HOMES INC.	106,731.00
TRICON CAPITAL GP INC.	106,446.00
LINDSAY 2017 DEVELOPMENTS INC.	104,332.90
ZANCOR HOMES (INNISFIL) LTD.	102,171.47
LIV (HARDY ROAD) INC	100,007.06
John Boddy Homes	97,842.30
2392751 Ontario Limited	97,394.60
Madison Group	96,647.60
QUEEN LESLIE DEVELOPMENTS LTD.	96,619.98
Minto Communities	95,865.49
LAKEVIEW HOMES (RIVERSTONE) CORP.	94,806.32
HARBOUR TEN10 RESIDENCES INC.	87,405.04
SUNRISE GATE (KINGSTON) LTD.	86,473.72
RAINBOW HEIGHTS ESTATES INC.	85,886.24
FERNBROOK HOMES (INNISFIL) CONSTRUCTION LTD	84,925.15
SCOUT CONDOS LIMITED PARTNERSHIP	82,659.87
Dimanor Homes Ltd	80,457.76
DUN WEST PROPERTIES LTD.	75,113.09
ZANCOR HOMES (WASAGA RIVER) LTD.	71,344.20
BAYSIDE DEVELOPMENT GROUP INC.	69,978.92
LIV Communities	69,699.52
LEDGEMARK HOMES INC.	69,669.08
BRIARLANE DEVELOPMENTS INC.	66,388.53
695340 ONT LTD	66,012.16
ALTONA HOME CONSTRUCTION INC.	65,689.55
MADISON HOMES CORNELL ROUGE LTD	65,122.97
SCONE DEVELOPMENTS INC.	63,121.10
DANIELS HR CORPORATION.	60,374.20
INZOLA SYMPHONY CORP.	59,705.09
ALLIANCE HOMES LTD	56,816.05
ZANCOR HOMES (CALEDON) LTD.	56,558.25
ADI MORGAN DEVELOPMENTS (LAKESHORE) INC.	55,935.00
NORSTAR BAKER HILL INC.	55,788.57
RESIDENCES AT BIANCA INC.	55,409.09
THE GATES OF BAYVIEW GLEN PHASE XII CORPORATION	55,223.09
COPPERTRAIL ESTATES INC.	54,710.73
STERLING HOMES (WESTON RD) INC.	49,992.56
CENTURION HOMES (SUNNIDALE 2021) CONSTRUCTION LTD	49,900.80
FERNBROOK HOMES (MCLAUGHLIN ONE)	48,971.94
TRAFALGAR HEIGHTS INC	48,820.24
ROYAL TREE LIMITED PARTNERSHIP	48,341.20
111 STRACHAN DEVELOPMENT LP	48,138.00
COUNTRY WIDE HOMES HARMONY OPERATOR INC.	48,031.04
RESIDENCES OF VIA BLOOR INC.	47,699.67
G2 DEVELOPMENT INC.	46,419.79

Mackenzie Hall Homes Inc.	45,539.62
HIGHLAND GATE DEVELOPMENTS INC.	42,244.39
METROPIA MINTO (SIXTEENTH) HOLDINGS INC.	40,680.60
LH (Niagara) Ltd.	36,492.01
Countrywide Homes at Queensville Inc.	33,878.47
1378026 ONTARIO INC.	33,657.44
Macpherson Builders (Cranberry) Ltd.	33,114.59
Dreamland Homes Orillia Ltd	30,185.69
1466098 ONTARIO LTD.	29,752.17
BRONGREEN DEVELOPMENTS LTD.	29,384.71
CENTRAL BY CITY PARK HOMES INC.	27,650.11
BIDDINGTON HOMES LAKESHORE INC.	25,742.76
COUNTRYWIDE HOMES AT COUNTRYSIDE VILLAGE INC.	25,177.53
59 PROJECT MANAGEMENT INC.	24,605.29
DOWNSVIEW HOMES INC.	24,281.45
TORONTO CHINESE BAPTIST CHURCH C/O SHIU PONG GARDEN STREET DEVELOPMENTS INC.	23,735.65
724903 Ontario Inc.	23,549.20
T. SENA CONSTRUCTION AND MANAGEMENT	23,056.40
HOWLAND GREEN CONTRACTING LTD.	22,097.15
Brooke Mcalpine	21,132.15
STONE RIDGE DEVELOPMENTS	20,787.48
THREE LAKES DEVELOPMENT INC.	19,695.90
BIRD CONSTRUCTION GROUP	19,325.24
2029547 ONTARIO LTD	18,604.71
Ravensfield Construction Ltd.	15,153.41
NATIONAL HOMES (GOREWAY) INC.	14,089.51
RINOMATO CONSTRUCTION INC.	13,593.89
AGM Renovations	13,485.88
1087086 ONTARIO INC.	12,650.99
VTS A&B INC.	12,565.60
Celeste Iacobelli	12,548.80
FOREST PARK CIRCLE	12,294.40
MONTANA BURNETT DESIGN	11,581.01
FERNBROOK HOMES(MAPLEVIEW) CONSTRUCTION LTD.	11,500.01
THE ANNEX RENTAL PROPERTY	11,452.55
MERGE CONDOS LTD. PARTNERSHIP	10,478.37
LAURA B. ASSAL	9,746.60
LIV (HARDY ROAD) INC,	9,158.29
ERIN CENTRE VILLAGE RENTAL PROPERTY	8,763.15
Refined Restoration Group Toronto Ltd.	8,720.78
WOODVIEW HOME CONSTRUCTION INC.	8,351.36
CHARTWELL c/o DANIELS GATEWAY	8,350.70
HUNTINGTON RIDGE RENTAL PROPERTY	8,186.85
Mikmada Homes Inc.	7,869.08
MODO BOWMANVILLE TOWNS LTD.	7,821.82
ROSE CERQUA/LORENZO	6,841.08

Minto (Rossland) Inc.	6,642.29
ION SECURITY INC./JENIFFER MALONE	6,542.29
2029547 ONTARIO LTD.	6,541.53
WASAGA BEACH VENTURES INC.	6,357.38
Emily Delclegan	6,322.00
MANITOBA STREET RESIDENCES INC.	6,147.20
Tribute Springwater Limited Partnership	5,880.35
HEARTLAND 81 RENTAL PROPERTY	5,418.35
FOREST PARK CIRCLE LTD	5,407.05
CACHET DEVELOPMENT (BRANTFORD) INC.	5,350.55
GENERAL SPRINKLER INC.	5,339.25
BGS HOMES	5,262.70
LEBOVIC ENTERPRISES LIMITED	5,195.18
HEARTLAND 91 RENTAL PROPERTY	4,898.55
B3 DEVELOPMENT INC.	4,838.66
DANIELS GATEWAY (SERVICE)	4,720.01
Terragon Landscaping LTD	4,689.50
ROSEDALE VILLAGE (PHASE II) INC.	4,479.65
HABITAT FOR HUMANITY GREATER TORONTO AREA	4,453.08
EMPIRE(STONEY CREEK ESTATES) LTD.	4,270.28
JACKES (ARH) DEVELOPMENTS LTD.	4,258.97
VIA 123 APARTMENTS	4,207.33
DANIELS ROSEBANK PARK CORPORATION	4,131.95
2317676 ONTARIO INC.	4,113.20
Branthaven Belmont Pinebush Inc.	3,985.79
NORTH PEAK DEVELOPMENTS	3,926.72
BOWMANVILLE LAKEBREEZE EAST VILLAGE LTD.	3,580.62
Aeroland Construction Inc.	3,199.99
DANIELS LR CORPORATION	3,070.09
DANNY COLALILLO	2,897.29
KINGWOOD RIVERSIDE TOWNS LTD.	2,856.64
ROYAL 7 DEVELOPMENT LTD.	2,825.00
ONTARI HOLDINGS LTD AND	2,648.16
SABRINA	2,512.54
SKY HOMES CORPORATION	2,466.00
Primont (Bronte Creek) Inc.	2,081.50
MATTAMY(KAITTING)LIMITED	1,979.31
Brookfield Residential - Woodhaven Aurora	1,707.08
Grace Carere	1,674.66
MADISON BROCK LTD.	1,647.66
Andrei Sokolski	1,350.00
LEGACY COMMUNITIES (THOROLD) INC.	1,337.92
CONNER CHALLIS	1,298.60
PENTACO HOLDINGS LTD.	1,248.01
NIKIL YADAV	1,244.64
250 DAVENPORT LIMITED PARTNERSHIP	1,243.23
Francois Tardiff	1,229.56

ONTARI HOLDINGS LTD. AND	1,227.46
Fieldgate Construction Management Inc.	1,153.53
MAURIZIO DURANTE	1,153.19
DMD SIMCOE INC.	1,095.97
Mondiale Development Limited	1,073.50
Parkside Towns (PHASE 1) Inc.	1,042.43
Lajee Selvarajah	989.43
TIM BERNHARDT	934.74
JOSIE FIGLIOMENI	900.00
IMAM MOYEDI	858.70
George Scianna	834.05
RED HILL ESTATES LTD	803.43
DENIS HUARD	768.40
MICHAEL YEUNG	690.00
STEAMATIC WEST GTA	659.72
HUMBERWOOD HOLDINGS CORP.	654.17
GENERAL MOTORS FINANCIALS OF CANADA LTD	600.00
MIDHAVEN HOME BREEZE LTD.	576.30
TONI PLUS	559.97
SARAH EAPEN	549.98
BRANTFORD COMMUNITIES LTD	544.03
COUNTRY WIDE HOMES AT QUEENSVILLE INC.	535.26
PARIS	516.18
Cathryn James	510.21
Union Towns Inc.	507.45
AUDRU VALPY	466.70
SEDGEWICK (RCH) HOMES INC.	463.75
Dantonbury Developments Inc. (Phase 5)	385.60
THE GATES OF BAYVIEW GLEN PHASE XI CORPORATION	337.61
FRANK CASSAR	259.31
MATTIE MACKENZIE	249.99
GP EMPIRE COMMUNITIES (NIAGARA) LTD.	227.87
IMAM MOAYEDI	209.05
BOWMANVILLE ESTATES INC.	97.90
RAYMOND KHAN	88.19
RAJ	65.40
CHELSEA MAPLE RESIDENCES(PHASE II) INC.	33.03
CASH SALES	0.40
ADI Developments (Masonry the West) Inc.	0.00
TRI VISTA RENOVATION INC.	-
Remington Georgetown Inc	-
VIVIAN GUGLIETTI	-
ROYALCLIFF DEVELOPMENTS INC	-
MAPLEVIEW DEVELOPMENTS LTD	-
CHESTNUT HILL DEVELOPMENTS	-
Legacy Communities (Thorold) Inc	-
URBAN SPACES	-

ZZEN DESIGN BUILD LTD		-
FRANK D'URZO		-
2127107 Ontario Inc.		-
JEFF FIRTH	-	0.09
JASON DURANTE	-	1,273.90
BRADFORD EAST DEVELOPMENTS INC.	-	83,690.97
ALCONA CAPITAL PROPERTIES INC.	-	120,184.00

Malvern Contract Interiors	5,540,822.82 total
A/R Collections Post August 4, 2023	
BOND & MARY DEVELOPMENT PHASE II INC.	593,065.79
TORQUE BUILDERS INC.	460,571.38
DPI CONSTRUCTION MGMT	457,362.53
GOVAN BROWN & ASSOCIATES LIMITED	437,883.48
GREENFERD CONSTRUCTION INC.	368,699.38
NEUTRAL CONTRACTING GROUP	231,323.01
MATHESON CONSTRUCTORS	188,303.02
FOX CONTRACTING LTD.	188,260.84
MARANT CONSTRUCTION LIMITED	165,569.59
MOSAIK CONSTRUCTION & MGMT INC	151,344.72
NEED DESIGN BUILD	140,399.68
TORCON LTD.	135,657.64
LSTI INC	135,371.85
PRODIGY CONSTRUCTION INC.	126,430.12
GREYSTONE	118,322.87
CPVC PLACE DE VILLE C/O CROWN PROPERTY MANAGEMENT INC.	107,426.69
PORTFOLIO CONTRACTING INC	97,356.25
NRB INC	92,089.35
IRA MCDONALD CONSTRUCTION LIMITED	90,795.50
BDA INC.	89,738.40
DURON ONTARIO LTD	87,467.96
THE PENTACON GROUP	83,644.30
J&W QUALITY HOMES	71,372.63
FLAT IRON BUILDING GROUP INC.	69,156.00
BGIS	66,526.13
TORQUE INTERIORS LTD.	63,700.73
HN CONSTRUCTION LIMITED	59,340.93
ELITE CONSTRUCTION INC.	52,841.82
MHI CANADA HOLDINGS INC & AUTOMWOOD LIFESTILES INC. C/O RED OAK SPE	48,573.95
HARRINGTON AND ASSOCIATES LTD	47,097.27
ALLYANT	42,452.63
CRAFT CONTRACTING LTD.	40,887.92
KENSINGTON HEALTH CENTRE	38,307.00
BROSKO PROPERTY MANAGEMENT	36,329.50
9363-1984 QC. INC. LIRACON RETAIL SERVICES	26,668.00
VILLBROOK INC	26,329.00
CARRIER MAUSOLEUM CONST. 7575	24,102.90
COUNTRY DAY SCHOOL	23,730.00
TRIGON BUILDING CORPORATION	21,357.00
G.C. JAIN INVESTMENTS LIMITED	17,644.95
CAS CONSTRUCTORS & MANAGERS	17,521.28
DAFOM	15,005.16
NATIONAL RETAIL FLOORING SERVICES, INC	14,029.12
JANUS CONSTRUCTION	12,995.00
CONTECH CONST'N SERVICES INC.	12,147.50
NEXROCK DESIGN BUILD INC.	11,752.00
5041425 ONTARIO LTD.	11,702.76

CORNERSTONE BUILDING & PROPERTY	9,179.85
PLEXXUS ACCOUNTS PAYABLE	7,706.60
BMK BENCHMARK INC.	7,468.74
THE ROYALE DEVELOPMENT LP	7,367.60
VENTURE CONSTRUCTION	6,685.76
CEDARBROOK LODGE	6,328.00
TRUE-CARE RESTORATION INC	6,085.05
789 DON MILLS DEVELOPMENTS INC.	5,989.00
MCCLINTOCK MANOR	5,876.00
CHERRYWOOD INTERIORS	5,565.25
NIEUW - DIVISION OF NICHE PROJECTS	5,446.60
RUTHERFORD CONTRACTING LTD	5,085.00
HNT INC.	4,497.40
CAROLINE PLACE RETIREMENT RESIDENCE	4,294.00
GRAHAM, MIKE	4,191.34
SCHICKENDANZ BROS PROPERTIES	4,183.26
STS PETER & PAUL RESIDENCE	3,955.00
TONY IERULLO	3,051.00
JP GRAVEL CONSTRUCTION INC	2,969.30
AMICO CORPORATION	2,768.50
S&R FLOORING CONCEPTS INC.	2,611.19
UMG	2,328.93
CATHOLIC CEMETERIES & FUNERAL SER.	2,260.00
HELLENIC HOME FOR THE AGED INC.	2,254.35
GEN-PRO	1,695.00
TRIGON CONSTRUCTION TORONTO (2008) INC.	1,243.00
1334653 ONTARIO LIMITED	416.56
RIPPLE PROJECTS	410.76
MINTO APARTMENT LIMITED PARTNERSHIP	169.50
KRYS CONSTRUCTION	84.75

Timeline Floors Inc.		1,852,952.08	Total
A/R Collections since August 4, 2023			
URBA54-Urban One Builders		286,425.09	
LTCT02-LTC Tower 2 LP and Col Tower 2 Limited Paternship		245,460.36	
HOUS01-HOUSING ONE 10TH AVENUE CORP.		210,247.61	
TLHO04-TL HOUSING SOLUTIONS		182,994.58	
ITCC10-ITC Construction Management BC Inc.		173,927.46	
APMC10-APM CONSTRUCTION SERVICES INC.		124,511.12	
ITCC09-ITC-Parkade & Podium		104,253.93	
WESG04-WESGROUP CONTRACTING LTD.		78,238.30	
TLHO05-TL HOUSING SOLUTIONS LTD.		66,579.87	
WEST08-Westmark Installations		56,775.97	
LTCT06-LTC Tower 4 LP and Col Tower 4 Limited Paternship		55,949.25	
TRIL01-East South Dyke Holdings Ltd		39,038.90	
NOVA03-Novacom Building Partners		34,443.15	
RCSC02-RCS CONSTRUCTION INC.		30,188.23	
POLY05-Polygon Townsend Homes Ltd.		28,927.40	
MOSA06-Mosaic No.3 and Willams LP		26,507.14	
COLL02-Collins Interiors Inc.		25,000.00	
AXIO01-Axiom Builders Inc.		21,926.94	
SC3L02-SC3 Limited Partnership		16,779.66	
AXIO52-Axiom Builders Inc		15,788.47	
ASHT01-Ashton Construction Services Inc		15,523.13	
FOCU24-Focus Project Management Ltd.		13,209.95	
CHAN07-CHANDOS CONSTRUCTION LTD.		8,113.14	
NORS05-Norsco Construction Ltd.		6,222.30	
TLHO06-McVicar Court LP		2,609.25	
CHRI10-Chris Cameron		2,520.00	
TLHO01-TL HOUSING SOLUTIONS		564.38	
NATA01-Natalie Hutchings		335.53	
TL HOUSING SOLUTIONS LTD.		0.31	
RCS CONSTRUCTION INC.		0.01	
Focus Project Management Ltd.		-	
East South Dyke Holdings Ltd	-	0.01	
HOUSING ONE 10TH AVENUE CORP.	-	0.01	
Polygon Townsend Homes Ltd.	-	0.01	
LTC Tower 2 LP and Col Tower 2 Limited Paternship	-	0.02	
Urban One Builders	-	0.09	
Westmark Installations	-	20,109.21	

(3) 23.10.26 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	<i>Week</i>	Week 8	Week 8	Week 8	Cumulative			Notes
	<i>Week Ended</i>	Oct 20	Oct 20	Oct 20	<i>to end of Week 8</i>			
		Forecast	Actual	Variance	Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 2,166	\$ 2,027	(\$ 139)	\$ 19,499	\$ 14,100	(\$ 5,400)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		2,166	2,027	(139)	19,499	14,100	(5,400)	
Disbursements								
Purchases of materials		1,404	197	1,207	11,648	8,936	2,712	2
Payments to subcontractors		773	783	(10)	6,584	4,917	1,667	3
Payroll and benefits		25	19	6	2,084	1,921	163	
Employee commissions		-	-	-	78	142	(64)	4
Rent		-	-	-	250	266	(16)	
Selling, general & admin.		78	94	(17)	624	898	(275)	5
Sales taxes		-	-	-	650	353	297	6
Professional fees		50	72	(22)	1,178	1,241	(63)	
Repayment of Waygar obligations		-	-	-	1,500	884	616	7
Financing expenses		12	-	12	74	-	74	
Contingency		10	-	10	205	373	(168)	8
Total disbursements		2,353	1,166	1,187	24,875	19,931	4,943	
Net cash flow		(187)	861	1,048	(5,375)	(5,832)	(457)	
DIP funding required/received		-	-	-	5,188	5,000	(188)	
Opening cash balance		-	981		-	2,674		
Ending cash balance		(187)	1,842		(187)	1,842		
DIP Facility								
Opening DIP Facility balance		5,188	5,000		-	-		
Draws (repayments)		-	-		5,188	5,000		
Ending Interim DIP Facility balance		\$ 5,188	\$ 5,000		\$ 5,188	\$ 5,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 QSG experienced significant liquidity issues prior to its CCAA filing, which resulted in QSG's inability to procure sufficient materials for installation. This resulted in delayed and missed installations. Consequently, QSG has recently had a number of discussions with various customers regarding additional costs incurred by them for, among other things, completion of installations by third parties and penalties levied against them by Tarion Warranty Corporation, which they have advised they intend to set-off against amounts payable to QSG. QSG has advised customers of the stay provisions in the Amended and Restated Initial Order. However, with a view to: (i) working with these customers in a productive manner and continuing ongoing relationships with them; (ii) understanding their concerns and specifically any additional costs incurred by them; and (iii) avoiding costly and unnecessary litigation, QSG has requested that they provide written evidence of their claimed additional costs and reasons therefor. Management believes that the primary reason for the negative variance in weeks 7 and 8 results from customers holding back payment until the documentation relating to their additional claimed costs is compiled and sent to QSG for review. Management is of the view that a significant portion of the cumulative variance in accounts receivable collections is a timing difference; however, some portion of the variance, which cannot be quantified at this time, will be a permanent difference if customers' claims of additional costs incurred by them are validated and accepted by QSG.
- 2 The negative collections variance noted above has caused QSG to be more conservative in purchasing materials. As access to funds allows, materials purchases will increase. Accordingly, this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds has adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 The forecast cash flow reflected commissions being paid monthly whereas commissions are actually paid quarterly. The above actual payments relate to commissions earned in June, July and August. The variance is therefore considered to be a timing difference.
- 5 Includes some payments of annual and monthly amounts; adjustment therefor is approximately \$60K. The figures also includes credit card balances which are classified in the weekly cash management report as "SG&A". Review of the underlying card charges indicates that approximately \$35K relates to materials purchases (as QSG no longer has terms with suppliers, some immediate materials requirements are paid on credit card). It now appears that management's forecast for SG&A was under-estimated and that the balance of the variance (i.e., ~\$180K) should be considered to be a permanent difference.
- 6 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 7 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.
- 8 The cumulative actual figure includes ~\$190K re legal fees for labour/union matters plus funds paid to the Monitor in respect of LiUNA and Carpenters' unions holdbacks (~\$183K; these funds are being held by the Monitor in separate trust accounts).

**(5a) QSG Insolvency - Information Request from the
Monitor and Receiver- #5 QSG Liens - 2nd
Supplement**

From: [Besant, Chris](#)
To: [Latham, Joe](#); [Kraft, Kenneth](#); [Ken Pearl \(kpearl@fullerllp.com\)](#); [Axell, Erik](#); [Dhanani, Arif](#)
Subject: QSG Insolvency - Information Request from the Monitor and Receiver- #5 QSG Liens - 2nd Supplement
Date: Tuesday, November 14, 2023 3:40:12 PM
Attachments: [10397912_1.pdf](#)
[Initial Report \(June 2023\).pdf](#)
[June 2023 - Budget.pdf](#)
[GLENORA PARK.DOCX](#)

The Lien which was settled was on Glenora Park.
here is some detail. Supporting docs attached

QSG Claim was for \$952,917.33.

There was a bond for \$1.05 Million

QSG previously approved 11 change orders, which are essentially set offs to QSG's claim, in the amount of \$204,605.09. Also, There were 5 additional change orders that require further review and determination [see attachment "Initial Report (June 2023), section 5].

So, based on the above the claim would effectively have been reduced to \$748,312.24

Builder was counterclaiming for \$1.7 million in damages.

The litigation budget was set at \$115,875 for handling this matter through mediation [see attachment "Initial Report (June 2023), section 6]. Any portion of this legal expense incurred will further reduce our recovery.

This was not a slam dunk for QSG to win, so settling at \$500k seemed reasonable to QSG given all of the above, and they proceeded to agree to settle. The funds should arrive shortly if they haven't already.

It was being handled for QSG by a law firm in Alberta, Whitelaw Twining.

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Besant, Chris

Sent: Tuesday, November 14, 2023 3:33 PM

To: Latham, Joe; Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif

Subject: QSG Insolvency - Information Request from the Monitor and Receiver- #5 Supplemental - QSG Liens

In addition to what I noted in the response on lien filed by QSG (#5), QSG has two lien actions against Dunpar (672K) and Vanmar (384K), and a disputed holdback claim re DC&F (64K). See the chart below. These are all being handled by Cassels.

There were imminent deadlines on each of them. A decision was made by QSG not to pursue the DC&F disputed holdback, and to continue pursuing the Dunpar and Vanmar lien actions. As you can see, the other two on the chart were small and a decision had already been made to write them off.

I asked QSG to confirm if there are any other liens it has registered, but it might also be useful to check with Andrea Gorys (416-860-6752) of Cassels to see if they are handling any others, as the ones below were just the ones requiring immediate action to avoid the lapse of a deadline.

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Besant, Chris

Sent: Tuesday, November 14, 2023 3:04 PM

To: Latham, Joe; Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif

Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Ken K, Joe and Erik

Cc Ken P and Arif

Attached are the responses to the suppliers information request the extent I received the information from QSG, plus the attachments referred to in the responses.

All of the spread sheet info was obtained from the CFO Ross Fletcher.

Where it is noted that information is awaited from an inquiry, it is probably more efficient for the receiver to follow up on those inquiries directly with Ross Fletcher and John/JD Pacione

I trust this assists.

Best
Chris

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Latham, Joe [<mailto:jlatham@goodmans.ca>]

Sent: Tuesday, November 14, 2023 1:06 PM

To: Besant, Chris

Cc: Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif

Subject: FW: QSG Insolvency - Information Request from the Monitor and Receiver

Chris, you have advised last week and again yesterday that you were collecting some of this information and would send it to us. We have not seen anything yet. Please advise as to the status. Thank you.

Joseph Latham

Goodmans LLP

416.587.2202
jlatham@goodmans.ca
goodmans.ca

From: Murray, Haddon <Haddon.Murray@gowlingwlg.com>

Sent: Wednesday, November 8, 2023 11:23 AM

To: Latham, Joe <jlatham@goodmans.ca>; Kraft, Kenneth <kenneth.kraft@dentons.com>

Cc: cbesant@grllp.com; avohra@ogilvielaw.com; dgoyo@parenteborean.com; 'Gerard C. Borean, J.D.' <gborean@parenteborean.com>; tsabharwal@dakilp.com; Geoffrey Cullwick <gcullwick@brazeauseller.com>; danny.nunes@dlapiper.com; howard.krupat@dlapiper.com; Champagne, Pierre <pierre.champagne@gowlingwlg.com>; Aston, James <James.Aston@gowlingwlg.com>; arif.dhanani@rsmcanada.com; Ken Pearl (kpearl@fullerllp.com) <kpearl@fullerllp.com>

Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Please see the attached correspondence.

Thank you,

Haddon

Haddon Murray

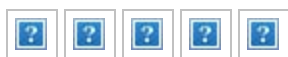
Partner

T +1 416 862 3604

haddon.murray@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

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COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

TIMELINE FLOORS INC. doing business
as QUALITY STERLING GROUP

DEFENDANTS

CLARK BUILDERS, 2151986 ALBERTA
LTD., and REVONE WESTMOUNT LP

DOCUMENT

STATEMENT OF CLAIMADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENTWhitelaw Twining LLP
Attention: Jeremy Ellergodt / Mathew D. James
#810 – 150, 9th Ave SW
Calgary, AB T2P 3H9
Phone: (403) 775 – 2200
Fax: (403) 536 – 3540
File No.: 32418**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)**Statement of facts relied on:**

1. The Plaintiff, Timeline Floors Inc. doing business as Quality Sterling Group ("**QSG**"), is a British Columbia corporation operating under the Trade Name Quality Sterling Group, and provides flooring services throughout Canada.
2. The Defendant, Clark Builders ("**Clark**"), is an Alberta Partnership, registered and operating pursuant to the laws of Alberta, and providing construction services in Alberta and elsewhere in Canada.
3. The Defendant, 2151986 Alberta Ltd. (the "**Owner**"), is a corporation duly incorporated and operating pursuant to the laws in the Province of Alberta. At all material times hereto, the Owner held a fee simple interest in lands and premises municipally located at 10150 Clifton Place NW, Edmonton, AB, legally described as:

LINC

SHORT LEGAL

TITLE NUMBER

0038 758 132

2022709 ; 39 ; 11

202 262 584

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 2022709

BLOCK 39

LOT 11

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**Lands**”).

4. The Defendant, Revone Westmount LP (“**Revone**”), is a Manitoba Limited Partnership that contracted with Clark for the development of the Lands, and was identified as the owner of the project to QSG. Revone is the sole shareholder of the Owner company.
5. QSG states that this Action has a real and substantial connection with the Province of Alberta as it relates to an interest in the Lands located in Alberta and contracts performed in Alberta and, as such, QSG is entitled to serve this Statement of Claim outside of Alberta and in Canada pursuant to Rule 11.25 of the *Rules of Court, Alta Reg 124/2010*.

The Project

6. On or around October 20, 2020, QSG entered into a Subcontract Agreement with Clark (the “**Subcontract**”). The Subcontract was in relation to flooring scope of work for the construction of a retirement residence on the Lands (the “**Project**”).
7. Pursuant to the Subcontract, QSG and Clark agreed, *inter alia*, that:
 - a. QSG would supply the material and labour for the installation of all flooring, tile, and ancillary materials (as specified);
 - b. Clark would hold back 20% of involved in lieu of any bonding requirements;
 - c. QSG would be paid a total of \$1,734,518.10 (inclusive of GST);
 - d. QSG would make payment applications on or before the 20th of each month and Clark would, within 30 days of receipt of the payment application:
 - i. Pay 80% of the amount due; or
 - ii. Advise in writing of any changes to the amount requested in the payment application;
 - e. Any changes to the work or Subcontract price were to be agreed to as between QSG and Clark and recorded in change orders and/or change directives; and
 - f. Such further and other terms and conditions as to be proven at trial.
8. At all material times hereto, the Owner and Revone were each the “owner” of the Lands, as defined in the *Builders’ Lien Act, RSA 2000, c. B-7*.

9. At all material times hereto, Clark, Revone, and the Owner, or any of them, requested, as defined by the *Builders' Lien Act*, that QSG provide all the necessary labour, materials, service, tools and equipment to perform its work for the Project on the Lands.
10. At all material times hereto, QSG provided its services in a reasonable, competent, skillful, diligent, and workmanlike manner, and did so pursuant to the Subcontract.
11. QSG last supplied material and labour to the Project on or about July 25, 2022.
12. The labour, materials, services, tools, and equipment provided by QSG to the Defendants, or any of them, and to the Lands, were improvements that were incorporated into the Lands.
13. QSG has invoiced Clark in respect to its work on the Project. Notwithstanding this, the following invoices remain outstanding in the following amounts:

	Invoice No.	Date	Total
a.	30135	March 20, 2022	\$370,546.78
b.	30138	May 20, 2022	\$99,460.77
c.	30143	June 23, 2022	\$54,124.63
d.	30144	July 20, 2022	\$234,401.68
e.	HB-3625	July 20, 2022	\$194,383.47
	Total		\$952,917.33

14. Despite repeated requests and demands, and in breach of the Subcontract, Clark has failed, refused, or neglected to pay QSG for the amounts owing regarding the Project. The total amount outstanding is \$952,917.33, which is a just debt due and owing.
15. The work performed by QSG under the Subcontract, and for which QSG has not been paid, was incorporated into the Project and improved the Lands. By reason of QSG's work on the Project, the Lands have increased in value of not less than \$952,917.33, plus interest and costs.
16. On or about August 5, 2022, QSG, through its agent, submitted a builders' lien for registration at Land Titles against the Lands, bearing DDR No. D008TH2, in the amount of \$952,917.33, plus costs and applicable interest (the "**Lien**").
17. On September 6, 2022, Clark filed an Originating Application (Court File No. 2203 - 13587 the "**Lien Security Action**"), in the Court of King's Bench of Alberta, Judicial Centre of Edmonton, seeking leaving to post security in place of the Lien and Lands. QSG was a Respondent to this Originating Application and consented to same.

18. On September 6, 2022, the Court of King's Bench granted the Consent Order in the Lien Security Action, allowing Clark to pay money into Court, by way of a lien bond (Bond No. BDTO-920203-022), in the sum of \$1,050,707,96 as security (the "**Security**") in place of the Lands and in exchange for the removal of the Lien from the queue to be registered on title of the Lands pursuant to Section 48 of the *Builders' Lien Act*.
19. QSG states that the Lien is valid against the Security which stands in place of the Lands. The major lien fund or minor lien fund, or both, as the case may be, are greater than the amount of the Lien and QSG is entitled to be paid the entire amount of its Lien claim, plus applicable interest and costs, from the Security.
20. QSG relies on section 69 of the *Builders' Lien Act* and states that it is entitled to costs on a solicitor and own client basis, as well as costs of the proceedings as a result of the failure of Clark to fulfill the terms of the Subcontract in respect of which the Lien is sought to be enforced and failing to comply with the requirements of the *Builders' Lien Act*.
21. QSG pleads and relies upon the provision of the *Builders' Lien Act*, as amended, and regulations thereunder.
22. Further, or in the alternative, the materials supplied and work performed by QSG on the Project, and the improvements to the Lands, represents a benefit and/or enrichment to the Defendants, or any of them, and a corresponding deprivation to QSG which remains unpaid without juristic reason. QSG claims restitution or *quantum meruit* in the amount of at least \$952,917.33 plus costs and interest.

Remedy sought:

23. QSG therefore seeks the following:
 - a. A Declaration that QSG is entitled to a valid and subsisting Lien;
 - b. Judgment in the amount of \$952,917.33, or such amount as to be proven at the trial of this action;
 - c. Contractual Interest at a rate of prime plus 2% for the first 60 days any amounts were due, and at a rate of prime plus 4% thereafter;
 - d. Costs on a solicitor and own client basis;
 - e. In default of payment of any Judgment, Declaration, or Order, a direction that the Security be released to QSG in payment towards same; and
 - f. Such further and other relief as this Honourable Court deems just and appropriate.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of King's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

June 20, 2023

VIA EMAIL: rerickson@qsg.ca

Quality Sterling Group, bda Timeline Flooring
Unit 1010 – 3870 Jacombs Road
Richmond, BC V6V 1Y6

Attention: Russ Erickson

Re: Timeline Floors Inc. v Clark Builders

Project: Glenora Park

Court File No. 2303 01718

Our File: 32418

Thank you for referring the above-noted matter to us. This report will serve as our initial assessment and budget for handling the matter through mediation.

1. Claim Synopsis

This is a builders' lien matter for outstanding fees resulting from Timeline's work in the construction of a retirement home located at 10150 Clifton Place NW, Edmonton, AB, known as "Glenora Park."

Parties to the litigation include Clark Builders ("Clark"), the general contractor for the project, Revone Westmount LP, the sole shareholder of the owner, and 2151986 Alberta Ltd., the original owner and developer of the property and project.

Timeline contracted with Clark under a CCDC Stipulated Price Subcontract, dated October 20, 2020. The other defendants are named pursuant to the Builders' Lien Act and as beneficiaries of Timeline's work.

Total damages sought in the Statement of Claim are \$952,917.33. There is currently a bond being held in court for a total of \$1,050,707.96 (the claim value plus security for interest and costs, the "Bond").

2. Current Status

A builders' lien was submitted for registration against the project lands on August 5, 2022. Prior to the lien being registered, Clark posted the Bond as security and the lien registration was cancelled by agreement.

To preserve the claim, a Statement of Claim was filed on January 27, 2023. The claim has been served on Clark's Counsel, but we have not required a Statement of Defence yet. It is anticipated that there will be Counter Claim for deficiencies and delays alleged to have been Timeline's fault (as further discussed below).

3. Factual Background

The documents provided from Timeline have been reviewed in detail. These included emails from approximately January 2022 forward, the Armstrong Flooring Report, as well as various change orders and invoices. Additionally, Clark has provided statement of observations, deficiencies, and a costs summary for same. Based on the above and our conversations with you, we understand the facts as follows:

Project History

Timeline's scope of work under the contract was for to "complete the flooring and tile scope of work indicated in Article 1A of the Supplemental Conditions." Briefly summarized, Article 1A included:

- The supply and installation of all flooring and tile (including subfloor and transition/finishing materials);
- Providing 2 crews;
- Maintaining 1 foreman/superintendent to manage crews and be the point of contact; and,
- Did not include the inside of the pool (as noted in handwriting and initialled by Timeline).

The work was initially scheduled to start on or about December 14, 2020 and be substantially completed on or about January 11, 2022. We understand that the start was significantly delayed into 2021, as a result of issues not related or attributable to Timeline. We will need information and documentation indicating the exact start date and showing the cause of the delay. Following the commencement of the work, Clark simply kept pushing Timeline and other trades to catch up with the schedule, including requiring additional crew and hours. No Change Order or Notice of Delay was ever issued or requested with respect to the initial delays.

Beginning in at least January 2022, Clark began raising concerns with Timeline's work, including cleanliness, safety, scheduling, and quality concerns. In February 2022, Clark issued the first Default Notice related to these concerns. Timeline acknowledged the issues and presented a plan to address same, including increasing workforce and supervision. These concerns appear to have been temporarily resolved following the discussions between Timeline and Clark. Around this time, Clark also began raising concerns regarding Timeline's material procurement.

Similar issues reoccurred and two additional Notices of Default were issued on April 6, 2022 and July 13, 2022. On March 13, 2022, following a contentious meeting with Clark and Timeline, Clark

removed Grant McDonald from the project site, indicating that he was not welcome back. Clark's position was that Grant was being hostile, threatening and yelling at Clark staff; Timeline's position was that Grant and Timeline were being berated and scolded consistently, following which Grant was frustrated and likely loud, but not threatening or aggressive. Mike Pasichnuk took over the general on-site supervision of the project, with Sam Haddock being directly involved and assisting as needed.

Between March and August of 2022, work on the project continued, however the contention between Clark and Timeline also grew and complaints with the pace and quality of work were ongoing. This resulted in Clark retaining another flooring subcontractor to assume Timeline's scope of work for level 7.

These issues were not unique to Timeline, and appear to have been being experienced by multiple other trades. We understand that Timeline's position is that this was simply a poorly managed project. Work areas were not prepared for trades, and trades were often working over and around each other, compounding the issues being experienced by all parties.

In addition to the on-site issues, there were also payment and invoicing issues throughout the life of this project. It appears that initially there were some invoicing timing errors on Timeline's part. However, later in the project Clark simply started holding back payment, allegedly given the concerns with Timeline's work.

On August 8, 2022 a Notice of Termination was issued to Timeline following which work stopped on the project. Following this our office submitted the lien and the bond was paid into court.

Discussions with Clark's Counsel

Counsel for Clark provided an Observations List, Deficiency List, and Cost Reconciliation Tracking Sheet. The Observation List is prepared by Clark, the Deficiency List is prepared by the Owner, and the Cost Reconciliation sheet is Clark's internal cost tracking. These documents track purported deficiencies in the work completed by Timeline. According the Cost Reconciliation Tracking Sheet, Clark alleged the costs attributable to Timeline to be \$1,796,665.96. This total is broken down as follows:

Labour and Materials:	\$765,008.30
Clark Expenses:	\$638,552.00
General, schedule reclamation, quality control.	
Credit/Charges	\$150,000.00
Missing Ditra Prep, show curb demo	
Pending/Estimates:	\$243,105.66
Related to labour and materials	

Based on Timeline's initial review of the change orders provided to date, 11 were approved or agreed with, totalling \$204,605.09. 16 change orders, totalling \$330,333.86 were rejected or are pending further review and comment from Timeline. The balance of the claimed costs are not documented in change orders provided.

Based on the foregoing, the following key issues will be present moving forward:

(a) Delay

It is not disputed that this project was delayed. The specifics of the initial delay are not known and will be important moving forward.

Under the Contract, SCC 6.5, delay issues were generally intended to follow the responsible party. Meaning that if the delay was caused by the Owner or Clark, Timeline should have received an extension for 'such reasonable time' as it was delayed, plus possibly compensation for reasonable costs incurred. If the delay was a result of matters not within either Timeline, the Owner, or Clark's control, for example labour dispute or fire, Timeline would receive an extension equal to the delay, but no additional costs. There is no provision for an extension for delays caused by matters within Timeline's control.

Under the Contract, Timeline was required to make all requests for an extension which were required to be in writing and provided within 7 days from the commencement of the delay (s 6.5.3). No written notice or request for an extension was ever made, formally or informally.

It is an implied term that contractors are entitled to carry out their work without interference from the owner and anyone claiming through or under it. As with all matters, this is subject to the express terms of the Contract, and may result in a breach of contract claim if the work is made impossible or unduly difficult for a contractor to perform. Based on the information available, it is likely that Clark breached this obligation. For example, as noted in the April 19, 2022 email from Mike Pasichnuk, Clark often directed Timeline to begin work in areas of the project with other trades actively working, or that were otherwise not prepared for Timeline.

Timeline should not be responsible for delays resulting from Clark's interference with the work, or resulting from areas not being available in a timely manner. These actions are a breach of contract on Clark's part. The difficulty will be in distinguishing between delays attributable to Clark's actions and Timeline's .

With respect to the issue of delay, nether Clark nor Timeline have a particularly strong position. Both appear to have failed to live up to the Contract in various regards. It is likely that some of the resulting costs will likely be attributable to both parties.

In order to help us fully assess the delay issues, please provide the following:

- All correspondence related to the initial project start delay; and
- A summary of issues with coordination of trades, including any photographs and emails that may speak to same;
- Information and details on other trades that were also experiencing similar pressures and issues;
- Information and documents related to another contractor assuming work on level 7;
- On April 29, 2022, weekly meetings with Sam and Mike were requested, did these occur? If so, please provide any records or notes from the meetings.

(b) Procurement

Related to delay is the issues surrounding product procurement. Timeline advised Clark in October 2021 that approximately 95% of all materials were ordered and would be readily available without lead time. You have confirmed that this was an over-estimate and that some materials were inadvertently missed.

According to Sam's April 8, 2022 emails, approximately seven products had still not been ordered, it is unclear exactly why. These included: TL-04, TL-06, TL-07, TL-13, TL-19, TL-22, LVT-06. On May 11, 2022. Timeline confirmed via email that all materials (with the exception of TL-04, which needed an alternate) were either ordered or would be ordered shortly.

Apparently after the May 11, 2022 email, Clark contacted some suppliers directly to inquire about the status of orders. According to Clark's May 13, 2022 email, TL-06, had not been ordered despite the contrary indication months prior, and the lead time for the balance of the pending tiles was not workable. It is possible that an alternate product was selected, although this is uncertain.

Similarly, with respect to TL-22, according to Clark, Grant provided a paper status update (chart of materials with hand notes), indicating that this tile was "On Route." Clark further indicates that it was informed by Grant in February 2022 that this tile was apparently discontinued, which it later confirmed was not accurate (see February 17, 2022 email). Clark has provided emails between Grant and the manufacturer of this tile indicating that it was first contacted by Timeline on February 28, 2022, and that it provided a quote on March 2, 2022. The order for this tile was apparently not paid for, or processed, until mid-May 2022. As a result of the lead time to have this tile delivered to the project site, Clark air freighted it from the manufacturer in Europe and trucked it from Toronto to Edmonton, at a cost of just under \$50,000.00. Clark informed Timeline via email on May 20, 2022 that it would be seeking to recover those additional costs from Timeline.

Supply of materials was included in the Contract. Given the representations that the product was ordered, as well as the delay in the 2022, this will present a hurdle for Timeline to overcome. However, we also understand that there were also issues with products being moved around the

project site, as well as being inappropriately handled and stored. To the extent that products were lost as a result of Clark's or other trades' interference, or unnecessarily re-ordered, Timeline should not be responsible for those costs.

Please provide the following items in relation to product procurement:

- All quotes and order for materials related to this project;
- A summary and explanation of this issue, including ordering history and on-site issues.

(c) Deficiencies

Clark has raised significant concerns and complaints with respect to Timeline's work on the project. We understand that some of those complaints are not necessarily disputed, which is either reflected in the accepted change orders, or was remedied by Timeline on site.

Based on your review of change orders, it appears that Timeline does not dispute all charges related to deficiency work, but rather takes issue with the totals being claimed, indicating that they are generally excessive. Unless an agreeable scope of deficiency work and value can be negotiated, this will be a matter that both sides will need to establish on the basis of expert evidence.

One example of deficient work is the bulging and peaking of the vinyl plank flooring which occurred after being installed. An Armstrong Flooring representative advised in an email dated July 21, 2022 that the flooring was installed without being rolled, and had little to no adhesive transfer. The email does not provide a conclusion as to the cause of the issues, simply noting that the product was not rolled, has poor adhesive transfer, and it is unknown if any moisture testing was completed. The report also notes that all employees were 'let go' as of the date of the email, possibly explaining the brief and unhelpful report. We understand from discussing this issue with you that the deficiencies are a result of acclimation issues.

Another significant deficiency identified is the lack of membrane being installed on all project tile larger than 355mm. There is not a lot of information provided on this issue, other than an estimated back charge of \$100,000.00 (no supporting documents).

Other deficiencies are alleged that are not specified herein (as we have limited information), which will need to be further explored to assess. There will likely be more deficiencies alleged as the matter progresses, but we currently anticipate the following:

- Flooring on levels 22 and 23;
- Splash guards on levels 2 and 3;
- shower curbs missing or having incorrect Schluter;
- Caulking deficiencies throughout; and,
- Transition strip deficiencies.

Deficiencies will be a highly contested issue, this includes determining if something was or was not a deficiency and if so, what the appropriate remediation and cost was to correct it. As previously suggested, we recommend engaging an expert, likely a project manager or flooring expert, to review the identified deficiencies and assist in making these assessments. We are unsure where the work currently stands, but assuming that much of it has been completed by now, we may need to have a costing expert review documents and make the assessments based on records rather than visual inspections.

Please provide the following in relation to deficiencies:

- Summary of the vinyl issue, including details of the installation, issue causes, and efforts to address same (work and discussions with Clark);
- Summary of the membrane issues raised, including confirmation if same was completed, or necessary;
- Updated review of the change orders related to deficiency remediation costs (in your initial review you indicated that CO's # 13, 15, 30, 32, and 33 required further review and follow up); and
- Any additional information regarding the deficiencies identified.

(d) Scope of Work - Pool & Garbage Room

In the Contract provided, there is a hand note on Article 1A that states "Does not include inside pool" and is initialled by Sam [*please confirm*]. The note is not initialed by anyone on Clark's behalf. On March 17, 2021, Clark followed up with Grant regarding the note, indicating that it was not agreed to, and was specifically discussed during the scope review. Grant and Clark had a few exchanges on this issue, including a call on March 18, 2021, in which this was apparently discussed and agreed the work would include pool tile. On August 28, 2020, prior to signing the Contract, Grant provided a quote for the work, which specifically included note in red stating "Our pricing does include all tile and needed work around the pool, we have also included SI 42-43." Clark appears to be taking the position that all pool tile was to be included and Timeline's position is that only outside of the pool tile was included. You have indicated that Timeline does not typically work on pools, as they are a unique job and there are specialized installers available.

Pool related change order and charges include CO's # 16, 24, and 40, totaling just under \$100,000.00, however, more information will be needed to determine if those relate to inside-pool tile and work, or pool decking.

Similarly, Timeline has rejected CO #12, which was for the installation of TL-30 in garbage rooms, and totalled \$15,900.00. You've indicated that it was not included in the Contract. However, Article 1A includes the supply and installation of all TL-30. Without more information, it appears that this was included in the Contract.

The full scope of work will likely be determined simply by interpreting the terms of the final written contract and proper amendments. If there was a mistake in the terms of the contract, for example the pool was supposed to be included, and it was left out or improperly removed, the Court could find that it should be included. We will need to review the final signed contracts, and any additional records related to the scope of work to better assess this issue.

Please provide the following regarding the scope of work:

- Any notes from your conversations regarding these issues (including March 18, 2021);
- All signed contracts and quotes provided (including final copy, possibly post March 2021);
- An explanation why you believe CO#12 was not included in the scope of work.

4. Liability

Liability is difficult to fully assess at this stage. Clark's inaction to date suggests that it too views this matter as complicated, and also that it understands it faces some liability. As noted above, Clark has stated that it incurred significant costs related to the alleged delays and remediation required of Timeline's work, a portion of which will likely be the responsibility of Timeline.

Once we have more information, including responses to the above questions and from Clark, we can better assess liability for the various claims.

5. Damages

Damages will be a significant issue and difficult determination. Clark has indicated that it has incurred \$1.7m in costs, and Timeline has outstanding invoices of \$952,917.33. More information and analysis of the Change Orders and Clark's records will be required to fully assess damages.

From a practical perspective, it is certain that some of Clark's Change Orders and back charges will be accepted which Timeline is aware of this. However, Clark's charges for "general expenses for schedule reclamation" and "quality control," which currently total \$638,552.00, are unlikely to be sustained. While some of these charges *may* be appropriate, this appears to be a made up figure used to discount Timeline's claim.

The 11 Change Orders that you have approved to date total \$204,605.09, and there are 5 Change Orders you've indicated required further review and determination. Finally, multiple Change Orders and charges were issued after your work was terminated, and have not been reviewed. Once we have received the balance of the Change Orders and your comments on same, we can review damages in more detail.

Based on the above, on a very preliminary basis, we assess current damages as \$748,312.24 (being your claim, less accepted Change Orders). As noted above, there is likely further discounts for some of the claims advanced by Clark, the total of which will be assessed as the matter proceeds.

6. Litigation Budget

Please find enclosed our litigation budget, totalling \$115,875.00 for handling this matter through mediation. You will note we have included disbursement costs of \$20,000.00 for estimated mediator and expert costs.

7. Next Steps and Recommendations

This matter is well suited for alternate dispute resolution (mediation and/or arbitration). A trial would be both very costly and timely, and not likely be concluded for 3-5 years. There is uncertainty on the various issues for both Timeline and Clark. A better result would be to reach a resolution and final figure that both parties can justifiably accept.

Mediation is a step required prior to obtaining a trial date. However, another option to consider is a blended mediation-arbitration procedure. In this process, the selected mediator/arbitrator attempts to mediate the matter first. If a resolution cannot be reached by agreement, the same mediator takes on the role of an arbitrator and makes a final decision (similar to a private judgment). The arbitration proceeding follows a similar process to a trial, but the process can be tailored by the parties and the arbitrator, and usually includes a mixture of written and live evidence. Generally, an arbitration is much faster than trial, and for a matter such as this would likely be about 3 days in length, as opposed to an estimated 10 day trial.

The mediated agreement, or arbitrator's decision is effectively the same as a judgment and can be enforced in a similar manner. The benefit to these private dispute resolution options is that they proceed and conclude in a faster time than traditional litigation. Generally, they are concluded within a year or less, as opposed to over three years for traditional litigation. The downside to this is that the parties need to agree to the process, and must split the upfront costs for the mediator/arbitrator.

Please note that our budget includes costs only up to the conclusion of mediation, which is required prior to obtaining trial dates. The total costs inclusive of arbitration is very difficult to predict but will likely be in the range of \$50,000-\$75,000 in addition to the costs incurred up to mediation. If this matter were to go to trial rather than arbitration the additional costs would be in excess of \$100,000.00. As this matter moves forward we will provide updates on estimated costs.

If you are interested in pursuing private mediation/arbitration, we suggest retaining Bill Kenny to conduct the process. Given Mr. Kenny's experience in construction litigation, mediations, and arbitrations he will be well suited to resolve this matter. We will also reach out to Clark's counsel and discuss this possibility if it interests you.

Based on the foregoing, we suggest the following steps moving forward:

- 1) Demand Clark file a Statement of Defence;
- 2) Defend Counterclaim;

- 3) Exchange records and complete questioning;
- 4) Engage an expert to assess deficiency claims; and,
- 5) Proceed to mediation and/or arbitration.

Please review the above at your convenience and let us know if you have any questions or concerns.

Yours truly,
WHITELAW TWINING

A handwritten signature in blue ink, appearing to read "Mathew D. James", with a long horizontal flourish extending to the right.

Mathew D. James

D 403-300-1822

E mjames@wt.ca

MDJ/mdj

Whitelaw Twining General Litigation Budget

Client	Quality Sterling / Timeline Floors
Claimants	Clark Builders
Date of Loss:	August 2022
Court File No.	2303 01718
WT File No.:	32418

Lawyer: Mathew James
Rate: \$ 325.00

Case Assessment	Hours	Estimated Costs
Investigation	30.0	\$ 9,750.00
Analysis of case	50.0	\$ 16,250.00
Legal research	30.0	\$ 9,750.00
Pre-Trial Pleadings and Motions	Hours	Estimated Costs
Pleadings	15.0	\$ 4,875.00
Court Mandated Conferences	0.0	\$ -
Pre-Trial Conferences		\$ -
Motion for Judgment		\$ -
Procedural Motions		\$ -
Discovery	Hours	Estimated Costs
Document Discovery	60.0	\$ 19,500.00
Examinations for Discovery	50.0	\$ 16,250.00
Expert Discovery		\$ -
Discovery Motions		\$ -
Other Discovery		\$ -
Settlement	Hours	Estimated Costs
Mediation or other ADR method - preparation and attendance	60.0	\$ 19,500.00
Judicial Settlement Conference		\$ -
Trial and Preparation	Hours	Estimated Costs
Fact Witnesses		\$ -
Expert Witnesses		\$ -
Trial Motions		\$ -
Other Trial Preparation and Support		\$ -
Preparation		\$ -
Attendance		\$ -
Post-trial work and motions		\$ -
Enforcement		\$ -
Appeal	Hours	Estimated Costs
Factum		\$ -
Legal research		\$ -
Oral Argument		\$ -
Other		\$ -
Expenses	Estimated Costs	
Disbursements		\$ 10,000.00
Expert Fees		\$ 10,000.00
Total Estimated Hours and Budget as of February 8, 2023	295.0	\$ 115,875.00

From: Russ Erickson <RErickson@qsg.ca>
Sent: Monday, August 21, 2023 6:12 PM
To: Maurizio Capano <mcapano@probuspm.com>; Duchcherer, Michael <michael.duchcherer@clarkbuilders.com>; Sam Haddock <SHaddock@qsg.ca>; John Pacione <jpacione@qsg.ca>
Cc: Lenarduzzi, Steve <steve.lenarduzzi@clarkbuilders.com>
Subject: RE: Glenora Park - QSG/CLark/One Properties Mtg.

Hello Maurizio

We accept your final settlement offer of \$500,000.00 in full satisfaction of all claims and parties are responsible for their own legal costs.

I would like our counsel to sort out the particulars and prepare documents for us:

- 1) Settlement and Mutual Release;
- 2) Consent order to discharge the lien bond; and
- 3) Consent dismissal order on a without costs basis for the main action.

As you mention below, the fund can flow from your lawyer's trust to ours once the agreements are executed.

Once you confirm the above, I will instruct our lawyer to proceed.

Thanks in advance,

Russ Erickson
Chief Information Officer
Office 778-785-7358
Email rerickson@qsg.ca
Web <http://qsg.ca>

Hi John,

Here is another copy of my email

Our claim was for \$958K, their counter-claim is for \$1,796,665.96.

Russ

From: Russ Erickson
Sent: Friday, August 18, 2023 11:44 AM
To: John Pacione <jpacione@qsg.ca>; JD Pacione <jdp@qsg.ca>; Tony Falcone <tfalcone@qsg.ca>; Sam

Haddock <shaddock@qsg.ca>

Subject: FW: Glenora Park - QSG/CLark/One Properties Mtg.

Hello all,

As a result of our call yesterday, we have a settlement offer of \$500,000 for the Clark Builders lawsuit.

Here is a small summary of our exposure and costs for the project:

Our last invoice for work completed and materials supplied on the project was the June, 2022 draw, which invoiced up to 73% of the project. Based on the number of open INSTALL work orders, I believe we had over-invoiced for some of the suite work.

At that time (June 2022), our contract and work to date billed was as follows:

Work Completed:	\$1,611,810 (including 1.2M on the base contract and 400K of change orders)
Payments Received:	\$990,918

Our subsequent July invoice billed for materials and also accepted 200K of back charges, but did not take into consideration much of the labour needed to complete the job. At that time, there was \$330K of back charges we did not accept. After that they tacked on an additional \$500K of back charges for deficiency repairs, additional materials needed, and anything else they could think of to charge us for.

Our lawsuit asked for 953K which included all taxes and holdback monies. I would have expected somewhere around \$250K of additional deductions for completing the job, leaving us at a reasonable settlement of \$750K. However, given that there were significant deficiency repairs documented as well as additional materials purchased by Clark to complete the job, including materials we never paid for, air freight for late materials, shortages from takeoff errors, and installer fails, we are looking in a very weak position if this were to proceed to trial. We are not getting out whole, but I think that, given our position and ammunition, we are doing actually fairly well.

My recommendation is that we accept the \$500K settlement with some tweaks as to the process to flow it through our lawyers to ensure we are covered off and close this matter off. My impression of Maurizio is that he is not inclined to haggle further.

If we are satisfied with this I will proceed with acceptance of the offer, assuming he agrees to have the funds flow through our firms trust account in full and final settlement of the account.

Regards,

Russ Erickson

Chief Information Officer

Office 778-785-7358

Email rerickson@qsg.ca

Web <http://qsg.ca>

From: Maurizio Capano <mcapano@probuspm.com>
Sent: Friday, August 18, 2023 6:51 AM
To: Russ Erickson <RErickson@qsg.ca>; Duchcherer, Michael <michael.duchcherer@clarkbuilders.com>; Sam Haddock <SHaddock@qsg.ca>; John Pacione <jpacione@qsg.ca>
Cc: Lenarduzzi, Steve <steve.lenarduzzi@clarkbuilders.com>
Subject: RE: Glenora Park - QSG/Clark/One Properties Mtg.

EXTERNAL SENDER

Hi Russ,

Thank you for the email and the constructive attitude exhibited by all parties yesterday.

We acknowledged your proposal at the meeting to settle the claim for \$650,000 to \$700,000.

At the meeting, I shared with you that I had authority to make a settlement offer in the \$350,000 to \$450,000 range.

Subsequent to the meeting, I met the CEO of ONE Properties and received guidance to present a formal offer to QSG for your consideration as follows:

- Final Settlement offer of \$500,000
- Upon acceptance of the settlement offer and the signing between Clark and QSG of an agreement unequivocally stating that there are no further claims between the parties, ONE will advance funds in trust to our lawyer for the full settlement amount.
- The only conditions for the release of payment will be the discharge of the lien and discontinuance of the claim.
- Expected timelines for implementation
 - Next week QSG and Clark execute binding agreement for settlement offer
 - Week of August 28th ONE deposit funds in trust with lawyer
 - Week of August 28th QSG removes the lien after lawyer received funds from ONE
 - Payment to QSG likely completed week of September 4th

Regards,

Maurizio Capano, P.Eng., MBA, PMP

Principal

Probus Project Management Inc.

Suite 3400, 10180 - 101 Street,

Edmonton, AB, T5J 3S4

C: 780.860.9296

E: mcapano@probuspm.com

www.probuspm.com

GLENORA PARK.DOCX

(5b) QSG Insolvency - Information Request from the Monitor and Receiver- #5 Supplemental - QSG Liens

From: [Besant, Chris](#)
To: [Latham, Joe](#); [Kraft, Kenneth](#); [Ken Pearl \(kpearl@fullerllp.com\)](mailto:kpearl@fullerllp.com); [Axell, Erik](#); [Dhanani, Arif](#)
Subject: QSG Insolvency - Information Request from the Monitor and Receiver- #5 Supplemental - QSG Liens
Date: Tuesday, November 14, 2023 3:34:09 PM
Attachments: [RE Cassels Brock Call re Two Lien Actions.msg](#)

In addition to what I noted in the response on lien filed by QSG (#5), QSG has two lien actions against Dunpar (672K) and Vanmar (384K), and a disputed holdback claim re DC&F (64K). See the chart below. These are all being handled by Cassels.

There were imminent deadlines on each of them. A decision was made by QSG not to pursue the DC&F disputed holdback, and to continue pursuing the Dunpar and Vanmar lien actions. As you can see, the other two on the chart were small and a decision had already been made to write them off.

I asked QSG to confirm if there are any other liens it has registered, but it might also be useful to check with Andrea Gorys (416-860-6752) of Cassels to see if they are handling any others, as the ones below were just the ones requiring immediate action to avoid the lapse of a deadline.

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Besant, Chris
Sent: Tuesday, November 14, 2023 3:04 PM
To: Latham, Joe; Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif
Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Ken K, Joe and Erik

Cc Ken P and Arif

Attached are the responses to the suppliers information request the extent I received the information from QSG, plus the attachments referred to in the responses.

All of the spread sheet info was obtained from the CFO Ross Fletcher.

Where it is noted that information is awaited from an inquiry, it is probably more efficient for the receiver to follow up on those inquiries directly with Ross Fletcher and John/JD Pacione

I trust this assists.

Best
Chris

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Latham, Joe [<mailto:jlatham@goodmans.ca>]**Sent:** Tuesday, November 14, 2023 1:06 PM**To:** Besant, Chris**Cc:** Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif**Subject:** FW: QSG Insolvency - Information Request from the Monitor and Receiver

Chris, you have advised last week and again yesterday that you were collecting some of this information and would send it to us. We have not seen anything yet. Please advise as to the status. Thank you.

Joseph Latham

Goodmans LLP

416.587.2202

jlatham@goodmans.cagoodmans.ca

From: Murray, Haddon <Haddon.Murray@gowlingwlg.com>**Sent:** Wednesday, November 8, 2023 11:23 AM**To:** Latham, Joe <jlatham@goodmans.ca>; Kraft, Kenneth <kenneth.kraft@dentons.com>**Cc:** cbesant@grllp.com; avohra@ogilvielaw.com; dgoyo@parenteborean.com; 'Gerard C. Borean, J.D.' <gborean@parenteborean.com>; tsabharwal@dakllp.com; Geoffrey Cullwick <gcullwick@brazeauseller.com>; danny.nunes@dlapiper.com; howard.krupat@dlapiper.com; Champagne, Pierre <pierre.champagne@gowlingwlg.com>; Aston, James <James.Aston@gowlingwlg.com>; arif.dhanani@rsmcanada.com; Ken Pearl (kpearl@fullerllp.com) <kpearl@fullerllp.com>**Subject:** QSG Insolvency - Information Request from the Monitor and Receiver

Please see the attached correspondence.

Thank you,

Haddon

Haddon Murray

Partner

T +1 416 862 3604

haddon.murray@gowlingwlg.com

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place

100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

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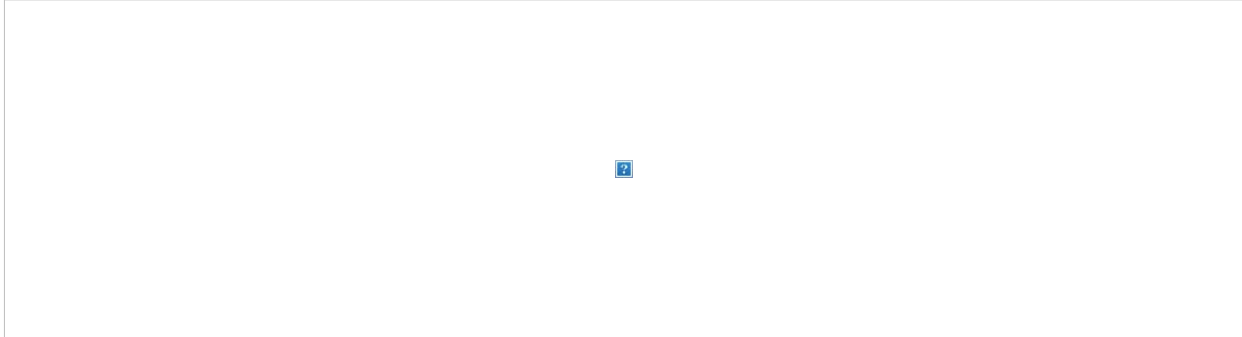
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From: [Tony Falcone](#)
 To: [Besant, Chris](#); [Tannenbaum, Bryan](#); [John Pacione](#)
 Cc: [Latham, Joe](#); [Dhanani, Arif](#)
 Subject: RE: Cassels Brock Call re Two Lien Actions
 Date: Thursday, October 19, 2023 11:27:38 AM
 Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Good morning everyone.

I have spoken to Andrea this morning and confirmed the following. The only one we have to get back to her on today is the DC&F account.



Thanks,

Tony

From: Besant, Chris <cbesant@grllp.com>
Sent: Tuesday, October 17, 2023 4:02 PM
To: Tannenbaum, Bryan <bryan.tannenbaum@rsmcanada.com>; John Pacione <jpacione@qsg.ca>; Tony Falcone <tfalcone@qsg.ca>
Cc: Joseph Latham (jlatham@goodmans.ca) <jlatham@goodmans.ca>; Dhanani, Arif <arif.dhanani@rsmcanada.com>
Subject: RE: Cassels Brock Call re Two Lien Actions

EXTERNAL SENDER

Ask her how much the claims are for and what exactly she needs instructions to do.

Chris Besant • Partner
 Gardiner Roberts LLP
 Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3
 T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

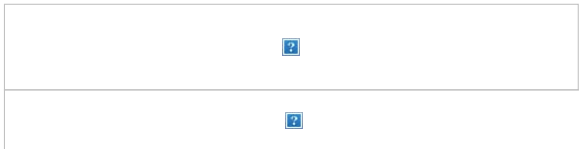
From: Tannenbaum, Bryan [<mailto:bryan.tannenbaum@rsmcanada.com>]
Sent: Tuesday, October 17, 2023 3:29 PM
To: John Pacione; Tony Falcone
Cc: Joseph Latham (jlatham@goodmans.ca); Besant, Chris; Dhanani, Arif
Subject: RE: Cassels Brock Call re Two Lien Actions

I just spoke with her and deadline is Saturday – so if he can call her asap on Thursday then should be ok

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT/ FPAIR, SAI
 President

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RSM Canada Limited
 11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
 D: 416-238-5055 F: 416-480-2646 | E: bryan.tannenbaum@rsmcanada.com W: www.rsmcanada.com



From: John Pacione <jpacione@qsg.ca>
Sent: Tuesday, October 17, 2023 3:25 PM
To: Tannenbaum, Bryan <bryan.tannenbaum@rsmcanada.com>; Tony Falcone <tfalcone@qsg.ca>
Cc: Joseph Latham (jlatham@goodmans.ca) <jlatham@goodmans.ca>; Chris Duplicate***Besant (cbesant@grllp.com) <cbesant@grllp.com>; Dhanani, Arif <arif.dhanani@rsmcanada.com>
Subject: RE: Cassels Brock Call re Two Lien Actions

Tony will be back in office on Thursday. Can this wait until his return?

From: Tannenbaum, Bryan <bryan.tannenbaum@rsmcanada.com>
Sent: Tuesday, October 17, 2023 3:06 PM
To: Tony Falcone <tfalcone@qsg.ca>
Cc: Joseph Latham (jlatham@goodmans.ca) <jlatham@goodmans.ca>; Chris Duplicate***Besant (cbesant@grllp.com) <cbesant@grllp.com>; Dhanani, Arif <arif.dhanani@rsmcanada.com>; John Pacione <jpacione@qsg.ca>
Subject: Cassels Brock Call re Two Lien Actions

EXTERNAL SENDER

Hi Tony

I received a call from Andrea Gorys (416-860-6752) of Cassels Brock regarding 2 lien claims that you placed on Dunpar Developments and Vanmar Const. She said that they were approaching a limitation period and she needed instructions.

I told her to contact you directly as she said she was dealing with you in the past.

Please call her and follow up.

Thanks.

Bryan

PS – Joe she may have left a message for you so you do not have to call her back.

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT/ FPAIR, SAI
President

Review/Reset/Rebuild <https://www.rsm.global/restructuring>

RSM Canada Limited
11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
D: 416-238-5055 F: 416-480-2646 | E: bryan.tannenbaum@rsmcanada.com W: www.rsmcanada.com



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**(6) Quality Sterling Group - Holdbacks as at October
17, 2023**

**QUALITY STERLING GROUP
HOLDBACKS BY COMPANY
17-Oct-23**

COMPANY	AMOUNT
QUALITY RUGS OF CANADA LIMITED	2,606,017.01
MALVERN CONTRACT INTERIORS LIMITED	1,062,312.83
TIMELINE FLOORS INC	2,907,962.94
TOTAL	6,576,292.78

A/R Future Retainage by Due Date (ARARTG02)

Age Transactions As Of [2023-10-17]
 Cutoff by Document Date [2023-10-17]
 Print Transactions In [Summary]
 Include Taxes [Yes]

Customer No.	Customer Name	Overdue	Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total Retainage
ARAG02	ARAGON (WELLESLEY) DEVELOPMENT (C	88,858.41	0.00	10,178.78	0.00	0.00	0.00	99,037.19
ASPE22	NIAGARA STREET (ARH) DEVELOPMENTS	62,990.62	0.00	22,202.71	0.00	0.00	0.00	85,193.33
CHES56	UNIVERSAL CITY TWO DEVELOPMENTS IN	12,116.67	0.00	0.00	0.00	0.00	0.00	12,116.67
CITI02	UNIVERSAL CITY ONE DEVELOPMENTS IN	163,324.81	0.00	12,472.03	0.00	0.00	0.00	175,796.84
CITI03	KINGSMEN (LAKESHORE) INC.	262,717.09	0.00	0.00	0.00	0.00	0.00	262,717.09
CITI04	ONTARI HOLDINGS LTD. and 88 QUEEN FI	121,226.51	0.00	29,835.06	0.00	0.00	0.00	151,061.57
CORT11	TRAFALGAR HEIGHTS INC	125,537.26	0.00	425.22	0.00	0.00	0.00	125,962.48
DANI33	DANIELS HR CORPORATION.	13,698.88	0.00	0.00	0.00	0.00	0.00	13,698.88
DEVR02	DEVRON (YS) LTD.	56,283.75	0.00	5,822.66	0.00	0.00	0.00	62,106.41
EMPI45	321 KING STREET RESIDENCE INC.	15,064.07	0.00	5,294.93	0.00	0.00	0.00	20,359.00
FIEL03	QUEEN LESLIE DEVELOPMENTS LTD.	3,925.26	0.00	3,925.26	0.00	0.00	0.00	7,850.52
FRAM04	FRAM CONSTRUCTION MANAGEMENT INC	5,923.69	0.00	12,569.44	0.00	0.00	0.00	18,493.13
FUSI02	SUNRISE GATE (KINGSTON) LTD.	20,212.54	0.00	629.27	0.00	0.00	0.00	20,841.81
GRAY05	PETER ADELAIDE LIMITED PARTNERSHIP	177,930.18	0.00	10,317.69	0.00	0.00	0.00	188,247.87
LORM14	DUN WEST PROPERTIES LTD.	62,316.32	0.00	0.00	0.00	0.00	0.00	62,316.32
MACP04	Macpherson Builders (Cranberry) Ltd.	21,072.55	0.00	0.00	0.00	0.00	0.00	21,072.55
MATT01	MONARCH WATERVIEW DEVELOPMENT L	1,054.40	0.00	0.00	0.00	0.00	0.00	1,054.40
MENK14	RESIDENCES AT SUGAR WHARF LTD.	122,481.17	0.00	6,495.47	0.00	0.00	0.00	128,976.64
MOND10	Mondiale Development Limited	30,465.58	0.00	0.00	0.00	0.00	0.00	30,465.58
PACE08	MAPLEVIEW DEVELOPMENTS LTD	77,067.10	0.00	11,592.91	0.00	0.00	0.00	88,660.01
PHAN03	PHANTOM DEVELOPMENTS LIMITED	30,942.36	0.00	22,864.75	0.00	0.00	0.00	53,807.11
SADD33	THE GATES OF BAYVIEW GLEN PHASE XII	6,135.91	0.00	0.00	0.00	0.00	0.00	6,135.91
SEQU01	ELGIN HOUSE PROPERTIES LTD.	105,082.09	0.00	4,695.15	0.00	0.00	0.00	109,777.24
SKYG12	TAS 299CA CORP./6965083 CANADA INC.	229,305.19	0.00	0.00	0.00	0.00	0.00	229,305.19
SUCC06	Succession Development Corporation	20,402.63	0.00	10,818.85	0.00	0.00	0.00	31,221.48
SUCC07	Succession Development Corporation	20,449.78	0.00	0.00	0.00	0.00	0.00	20,449.78
SUCC10	Succession Development Corporation	29,865.64	0.00	0.00	0.00	0.00	0.00	29,865.64
TODD03	NORSTAR BAKER HILL INC.	67,790.55	0.00	0.00	0.00	0.00	0.00	67,790.55
TRIB24	TRIBUTE (DANFORTH) LTD.	16,243.75	0.00	22,057.60	0.00	0.00	0.00	38,301.35
TRID24	RESIDENCES OF THE WELL INC. - TOWER	91,391.05	0.00	1,940.44	0.00	0.00	0.00	93,331.49
TRID33	AUBERGE ON THE PARK RESIDENCES INC	4,231.74	0.00	2,644.83	0.00	0.00	0.00	6,876.57
TRID34	AUBERGE ON THE PARK RESIDENCES INC	6,876.57	0.00	1,586.90	0.00	0.00	0.00	8,463.47

TRID38	AUBERGE ON THE PARK RESIDENCES INC	0.00	0.00	1,695.00	0.00	0.00	0.00	1,695.00
TUCK13	GG Eight Cumberland Limited Partnership	171,844.67	0.00	16,193.97	0.00	0.00	0.00	188,038.64
VANM12	VANMAR CONSTRUCTORS ON 1012 INC.	114,372.44	0.00	30,556.86	0.00	0.00	0.00	144,929.30
	Report Total:	<u>2,359,201.23</u>	<u>0.00</u>	<u>246,815.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,606,017.01</u>
		90.53%	0.00%	9.47%	0.00%	0.00%	0.00%	100.00%

35 customers printed

Malvern Holdbacks as of October 17, 2023

GC	Project	Invoice #	Net Amount
ALLYANT	SENECA	LR60685	3,873.05
BDA INC	COT METRO HALL	SW57269	83,138.46
BDA INC	DURHAM	SW57093	17,020.13
BGIS	BMO SEAWAY	SW60544	1,689.50
CHANDOS	BALLYCLIFFE	SM57560	13,500.00
CAS	TRIOVEST	SW60502	14,722.34
CYPRUSS	HOLY CROSS	LR60692	6,766.00
CYPRUSS	170BRIMLEY	LR60696	1,942.50
CMC	HOLY CROSS	JN60434	2,370.00
CROWN PROPERTY	PLACE DE VILLE	DM60818	57,096.67
CRAFT CONTRACTING	SAGE	LR60693	3,676.50
DPI	HOOPP	DM60845	9,355.00
DPI	EXTENDICARE	DM55645J	85.50
DPI	ZURICH	DM60855	110.00
ELITE	BELMONT	SW57715	11,722.82
FLAT IRON	SOBEYS	DM60829C	160.00
FOX CON	PARK PROPERTY	DM60835	3,916.50
FOX CON	PUBLICIS	DM57430	17,624.70
GREENFERD	KELLOGGS	DM60882	431.00
GREENFERD	FTI	DM60824	180.00
GOVAN BROWN	GOOGLE	RO57684	165,511.03
GOVAN BROWN	BOND HOTEL	RO60542	15,747.30
GEN PRO	HUMBER COLLEGE	SM60214	30,581.50
GEN PRO	HUMBER COLLEGE	SM60733	497.50
GEN PRO	CSV	SM60741A	135.00
GRAYSTONE	THE GROVE	JN61128	5,834.50
HARRINGTON	BERICAP	LR60694	1,476.00
HN	NEIL MCNEIL	SM60737	5,644.90
HN	MON AVENIR	SM60734	3,260.40
LSTI	MENTAL HEALTH OWEN SOUND	SW60511	34,710.90
MHI	RED OAK	RO58217	107,063.98
MARANT	KIDS & CO	DM57400	4,689.00
MATHESON CONST	MCRAE	RO58201	67,612.20
MATHESON CONST	ST ST MARIE SOCIAL SERVICES	RO57296	13,000.00
MATHESON CONST	IKEA	RO60536	9,369.00
NEUTRAL CONST	QUADREAL	JN60165	35,355.63
NEXROCK	ANATOLIA	SW60543	11,475.00
PRODIGY	BRANKSOME	SW60560	1,966.80
PRODIGY	CIBC SUPPLY	SW60571	6,216.63
PRODIGY	CIBC YORK	SW60566	8,424.00
PORTFOLIO	WALMART KANATA	LR60699/A	12,974.00
PORTFOLIO	WALMART RENFREW	LR60701/B/C	9,779.00
PORTFOLIO	WALMART TO	LR60702	5,039.00
RUTHCON	ST ANNE	SW60554	500.00
SEVEN BUILDING	CHARTWELL WHISPERING PINES	JN58020	13,269.38
SEVEN BUILDING	CHARTWELL VALLEY VISTA	JN60968	8,300.00
SYNEREX	SECOND CUP	JN61002	1,072.50

TORQUE	FIRST CAPITAL	SW60520	12,037.00
TORQUE	SUETABLE	SW60567	1,493.82
TORQUE	LITLE HARVEST	SW57687B	7,391.52
TORQUE	THE WELL	Z/X/WS57687//A/B/C	176,933.74
TORQUE	QUADREAL 44 JAKES	SW57661	6,757.80
TORQUE	SELECT FOOD	SW60451	7,872.13
TORQUE	QUADREAL 33 ROSEHILL	SW57651	1,070.00
THE PENTACON	FASKEN	DM55718	2,500.00
THE PENTACON	DENTSU	DM60854	5,633.50
TERCO	PARLIAMENT ST	SW57695	8,000.00
VENTURE	GRACE CHURCH	RO57682/B	3,737.50
TOTAL			1,062,312.83

A/R Future Retainage by Due Date (ARARTG02)

Age Transactions As Of [2023-10-17]
 Cutoff by Document Date [2023-10-17]
 Print Transactions In [Summary]
 Include Taxes [Yes]

Customer No.	Customer Name	Overdue	Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total Retainage
ASHT01	Ashton Construction Services Inc	1,724.79	0.00	0.00	0.00	0.00	0.00	1,724.79
AXIO52	Axiom Builders Inc	302,573.99	0.00	0.00	0.00	0.00	0.00	302,573.99
ELLI01	ELLIS DON	48,130.12	0.00	2,429.95	0.00	0.00	0.00	50,560.07
ELLI02	EllisDon Construction Services Inc.	546,464.61	0.00	0.00	0.00	0.00	0.00	546,464.61
HOUS01	HOUSING ONE 10TH AVENUE CORP.	105,168.33	0.00	12,940.60	0.00	0.00	0.00	118,108.93
ITCC09	ITC-Parkade & Podium	166,339.60	0.00	0.00	0.00	0.00	0.00	166,339.60
ITCC10	ITC Construction Management BC Inc.	101,637.07	0.00	0.00	0.00	0.00	0.00	101,637.07
ITCC11	1065652 BC LTD.	47,811.12	0.00	0.00	0.00	0.00	0.00	47,811.12
ITCG01	ITC CONSTRUCTION BC INC.	267.14	0.00	0.00	0.00	0.00	0.00	267.14
LTCT01	LTC Tower 3 LP and Col Tower 3 Limited Par	294,248.87	0.00	0.00	0.00	0.00	0.00	294,248.87
LTCT02	LTC Tower 2 LP and Col Tower 2 Limited Pat	422,138.74	0.00	0.00	0.00	0.00	0.00	422,138.74
LTCT03	LTC Tower 1 LP and Col Tower 1 Limited Pat	481,922.54	0.00	0.00	0.00	0.00	0.00	481,922.54
POLY04	Polygon Townsend Homes Ltd.	72,579.60	0.00	6,410.59	0.00	0.00	0.00	78,990.19
POLY05	Polygon Townsend Homes Ltd.	51,565.82	0.00	0.00	0.00	0.00	0.00	51,565.82
RCSC02	RCS CONSTRUCTION INC.	14,868.01	0.00	0.00	0.00	0.00	0.00	14,868.01
SC3L02	SC3 Limited Partnership	8,316.21	0.00	2,595.17	0.00	0.00	0.00	10,911.38
SC3L03	SC3 Limited Partnership	0.00	0.00	3,504.65	0.00	0.00	0.00	3,504.65
TLHO04	TL HOUSING SOLUTIONS	30,551.54	0.00	14,295.15	0.00	0.00	0.00	44,846.69
TLHO05	TL HOUSING SOLUTIONS LTD.	26,903.05	0.00	2,506.36	0.00	0.00	0.00	29,409.41
TRIL01	East South Dyke Holdings Ltd	21,919.18	0.00	0.00	0.00	0.00	0.00	21,919.18
WESG04	WESGROUP CONTRACTING LTD.	79,438.17	0.00	15,567.67	0.00	0.00	0.00	95,005.84
WESG05	WESGROUP CONTRACTING LTD.	23,144.30	0.00	0.00	0.00	0.00	0.00	23,144.30
Report Total:		2,847,712.80	0.00	60,250.14	0.00	0.00	0.00	2,907,962.94
		97.93%	0.00%	2.07%	0.00%	0.00%	0.00%	100.00%

22 customers printed

**(7) Construction Lien Chart re Various Properties -
Oct 17 2023**

LIEN CLAIMANT CHART

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Project: Credit Road and Queen Street (Queenpost Drive) Brampton, ON Project Owner: Coppertrail Estates Inc.									
1.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Emma Cosgrove emma.cosgrove@dlapiper.com 416-365-3440	Supplied flooring and flooring accessories	\$28,645.45	Quality Rugs of Canada Limited o/a Quality Sterling Group,	02/6/2023	06/26/2023	Notice of Lien dated August 25, 2023		
Sum:			\$28,645.45						
Project: Residences at Sugar Wharf 138 Downes Street Toronto, ON Project Owner: Menkes									
2.	Claimant: CDS Distribution Inc Counsel: Brazeau Seller LLP Eric Dwyer edwyer@brazeauseller.com 613-690-6532	Construction Lien registered August 18, 2023 as Instrument No. AT6401851.	\$357,363.35	Quality Rugs of Canada Limited o/a Quality Sterling Group	02/22/2023	07/5/2023	- CDS Took steps before Initial Order - Notice of Lien issued on August 21, 2021.	- Bonded Off	- Owner of the Property, Residences At Sugar Wharf Ltd. vacated the lien by posting security in the amount of \$446,704.19 pursuant to the

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
		Supply flooring materials.							Order of Associate Justice Todd Robinson, dated Friday September 1, 2023
Sum:			\$357,363.35						
Holdback:			\$128,976.64						
Project: Brightwater 70 Mississauga Road									
Project Owner: Bridgewater Phase 1 (CDH) Inc.									
3.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien against builder on August 25, 2023. #PR424033 Supply of floor related materials	\$81,229.84	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	04/25/2023	08/1/2023		- Yes - Lien was vacated on September 5, 2023 and claimant is deemed to have provided a Notice of Lien.	
Sum:			\$81,229.84						
Project: 8 Cumberland St.									
Project Owner: GC Eight Cumberland Inc.									
4.	Claimant: Torlys Inc.	Construction Lien	\$59,136.85	Quality Rugs of	10/24/2022	07/18/2023		Yes	- CG Eight Cumberland's

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	#AT6407157 registered on August 25, 2023 - Supply of floor related materials		Canada Limited o/a Sterling Tile and Quality Sterling Group				- Lien was vacated on September 7, 2023 and claimant is deemed to have provided a Notice of Lien.	Counsel is Michael Farace from Devry Law - Brought motion to lift the stay on Sept 12.
5.	Claimant: Ceratec Inc. Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanne@gowlingwlg.com	Supply of porcelain tile	\$16,454.29	Quality Rugs of Canada Limited o/a Quality Sterling Group	02/17/2022	07/27/2023	Notice of Lien September 15, 2023		
6.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanne@gowlingwlg.com	Supply of oak flooring and graphite.	\$34,640.43	Quality Rugs of Canada Limited o/a Quality Sterling Group	11/28/2022	10/5/2023	Notice of Lien October 11, 2023		Lien has a more detailed supply of materials list.
7.	Claimant: Stone Tile International Inc. Counsel: Norton Rose Fulbright Canada LLP	Supplied porcelain and ceramic tiles.	\$27,153.60	Quality Rugs of Canada Limited o/a Quality	02/17/2022	09/19/2023	Notice of Lien dated September 28, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Evan Cobb evan.cobb@nortonrosefulbright.com			Sterling Group					
Sum: Holdback			\$137,745.17 \$188,038.64						
Project: 1285 Queen Street East, Toronto, On Project Owner: Queen Leslie Developments Limited..									
8.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Howard D. Krupat howard.krupat@dlapiper.com 416-365-3510	Supplied flooring and flooring accessories.	\$13,287.52	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/10/2023	07/10/2023	- Notice of Lien issued August 30, 2023		
Sum: Holdback			\$13,287.52 \$7,850.52						
Project: 1615 Mayfield Road, Brampton, On Project Owner: Townwood Homes (Brampton) Limited.									
9.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP	Supplied flooring and flooring accessories.	\$430,763.62	Quality Rugs of Canada Limited o/a Sterling Tile and	01/16/2023	07/14/2023	Notice of Lien issued August 30, 2023.		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Emma Cosgrove emma.cosgrove@dlapiper.com 416-365-3440			Quality Sterling Group					
Sum:			\$430,763.62						
Project: Quadreal Galleria Project Owner: BCMIC Realty Corporation									
10.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials	\$32,957.84	Malvern Contract Interiors Limited	06/27/2023	08/04/2023	Notice of Lien issued August 24, 2023		
Sum: Holdback			\$32,957.84 \$35,355.63						
Project: Neil McNiel High school Project Owner: Toronto Catholic District School Board									
11.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$7,578.70	Malvern Contract Interiors Limited	06/21/2023	08/04/2023	Notice of Lien issued August 24, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069								
Sum:			\$7,578.70						
Project: Peter and Adelaide Condos Project Owner: Peter and Adelaide GP Inc.									
12.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$275,066.34	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	08/4/2023	08/4/2023	Notice of Lien dated August 24, 2023		
Sum : Holdback			\$275,066.34 \$188,247.87						
Project: Courtyards at Cathedral Town Project Owner: King David Inc.									
13.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$38,303.41	Quality Rugs of Canada Limited o/a	06/4/2023	07/18/2023	Lien Claim #1 sent by this party relates to		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Sterling Tile and Quality Sterling Group			Block #1 of this property Notice of Lien dated August 24, 2023		
14.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$38,303.41	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	06/4/2023	07/18/2023	Lien Claim #2 sent by this party relates to Block #2 of this property Notice of Lien dated August 24, 2023		
Sum:			\$76,606.82						
Project: Ventura Projects Project Owner: Honeyfield Big bay Point Inc.									
15.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$654.18	Quality Rugs of Canada Limited o/a Sterling Tile and Quality	07/20/2023	07/20/203	Notice of Lien dated August 30, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Sterling Group					
16.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$584.66	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/20/2023	07/20/2023	Notice of Lien dated August 30, 2023		
Sum:			\$1,238.84						
Project: Brenthall Avenue Rentals Project Owner: 286 Finch West Ltd.									
17.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$1,000.33	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/6/2023	07/6/2023	Notice of Lien dated August 30, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum:			\$1,000.33						
Project: Upper West Side Project Owner: BC Trafalgar Inc.									
18.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$39,008.86	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	02/27/2023	07/25/2023	Notice of Lien dated August 30, 2023		
Sum: Holdback			\$39,008.86	\$125,962.48 (Not sure this is the same Owner, excel says Trafalgar Heights Inc.)					
Project: Stars in Bobcaygeon Project Owner: Three Lakes Development Inc.									
19.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$1,678.11	Quality Rugs of Canada Limited o/a Sterling Tile and Quality	07/27/2023	07/27/2023	Notice of Lien dated August 30, 2023 Lien on lot 36		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
				Sterling Group					
20.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$1,912.52	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/27/2023	07/27/2023	Notice of Lien dated August 30, 2023 Lien on lot 37		
Sum:			\$3,590.63						
Project: Loyalist Country Club Project Owner: 1378026 Ontario Inc.									
21.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$2,007.27	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	06/26/2023	06/30/2023	Notice of Lien dated August 30, 2023 Lien on lot 62		
22.	Claimant: Olympia Tile International Inc.	Supply of tiles and	\$2,093.27	Quality Rugs of	06/27/2023	06/27/2023	Notice of Lien dated		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	related materials.		Canada Limited o/a Sterling Tile and Quality Sterling Group			August 30, 2023 Lien on Lot 7		
23.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$85.65	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/06/2023	07/06/2023	Notice of Lien dated August 30, 2023		
Sum:			\$4,186.19						
Project: Orchards on the Canal Project Owner: 1399908 Ontario Ltd.									
24.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$1,244.60	Quality Rugs of Canada Limited o/a Sterling Tile and Quality	08/8/2023	08/8/2023	Notice of Lien dated August 30, 2023 Lien on lot 71		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Sterling Group					
25.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$22.26	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	08/2/2023	08/2/2023	Notice of Lien dated August 30, 2023 Lien on lot 72		
26.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$44.20	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	08/2/2023	08/2/2023	Notice of Lien dated August 30, 2023		
27.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$4,368.57	Quality Rugs of Canada Limited o/a Sterling	07/26/2023	07/26/2023	Notice of Lien dated August 30, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Tile and Quality Sterling Group			Lien on lot 73		
28.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$1,123.54	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/20/2023	07/20/2023	Notice of Lien dated August 30, 2023 Lien on lot 69		
29.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$1,305.57	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/19/2023	07/19/2023	Notice of Lien dated August 30, 2023 Lien on lot 69		
30.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$2,309.08	Quality Rugs of Canada Limited o/a Sterling	07/19/2023	07/19/2023	Notice of Lien dated August 30, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Tile and Quality Sterling Group			Lien on lot 72		
31.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$2,350.82	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/18/2023	07/18/2023	Notice of Lien dated August 30, 2023 Lien on lot 54		
32.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069	Supply of tiles and related materials.	\$2,119.53	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	07/17/2023	07/17/2023	Notice of Lien dated August 30, 2023 Lien on lot 74		
33.	Claimant: Olympia Tile International Inc. Counsel: Drudi Alexiou Kuchar LLP	Supply of tiles and related materials.	\$943.43	Quality Rugs of Canada Limited o/a Sterling	07/5/2023	07/5/2023	Notice of Lien dated August 30, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Tushar Sabharwal tsabharwal@dakllp.com 416-569-8069			Tile and Quality Sterling Group			Lien on lot 73		
Sum:			\$15,831.60						
Project: Housing One/ Sunalta Heights located at 1538 10 Ave SW Calgary, AB Project Owner: Housing One 10th Avenue Corp									
34.	Claimant: Ames Tile & Stone Ltd. Counsel: Ogilvie LLP 780-429-6285 avohra@ogilvielaw.com	Supply of tile, vinyl and related materials for the construction of a high-rise building	\$188,342.24	Timeline Floors Inc, o/a Quality Sterling Group			Notice of Lien dated August 31, 2023 Lien registration submitted on August 15, 2023	- Bonded Off	- Revealed in court on Sept 5 that this has been bonded off. Housing One stopped pressing motion to terminate and its counsel Marin Leci confirmed all issues resolved but for declarations. Counsel to H1 says there is still an unresolved issue with declarations

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
									provided in connection with previous payments. Need to scope issue and defuse.
Sum:			\$188,342.24 \$118,108.93						
Project: Mixed use commercial and residential project located at 13409 104 Avenue, Surrey B.C. Project Owner: Axiom Builders Inc.									
35.	Claimant: Ames Tile & Stone Ltd. Counsel: Clark Wilson LLP Rosalle A. Clark RClark@cwilson.com 604.891.3190	Supply of tile, vinyl and related materials for the construction of a high-rise building	\$37,008.92	Timeline Floors Inc, o/a Quality Sterling Group			Lien Registration submitted on August 18, 2023 Lien registration withdrawn on August 23, 2023 Notice of Lien August 31, 2023	- Bonded off	\$37,008.92 is being held in the trust account of McLean & Armstrong LLP.

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum: Holdback			\$37,008.92 \$302,573.99						
Project: 10448 University Dr., Surrey, B.C. Project Owner: Bluesky Properties (UD Lands) Inc.									
36.	Claimant: Ames Tile & Stone Ltd. Counsel: Clark Wilson LLP Rosalle A. Clark RClark@cwilson.com 604.891.3190	Supply of tiles and related materials.	\$38,190.72	Timeline Floors Inc, o/a Quality Sterling Group			Request for Information dated August 14, 2023	- Yes - Lien vacated on September 14, 2023	
Sum:			\$38,190.72						
Project Owner: Tribute (Danforth) Limited, 1815 Ironstone Manor, Unit 1, Axiom Builders Inc.									
37.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP 613-783-8677 pierre.champagne@gowlingwlg.com	Registered Construction lien as Instrument # AT6407155 Supply of tiles and related materials.	\$73,684.86	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/30/2023	05/30/2023	Registered August 25, 2023	- Yes - Lien was vacated on September 7, 2023	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum: Holdback			\$73,684.86 \$ 38,301.35						
Project: Universal City Phase 1, Sandy Beach Rd. & Durham Regional Road 22, Pickering, ON Project Owner: Universal City One Developments Inc.									
38.	Claimant: Ceratec Inc. Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joannette@gowlingwlg.com	Supply of porcelain tile	\$32,371.70	Quality Rugs of Canada Limited o/a Quality Sterling Group	04/27/2022	07/5/2023	Notice of Lien September 5, 2023		
39.	Claimant: Ceratec Inc. Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joannette@gowlingwlg.com	Supply of porcelain tile	\$30,883.88	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/30/2023	09/24/2023	Notice of Lien September 15, 2023		
Sum: Holdback:			\$63,255.58 \$175,796. 84						
Project: 40 Lagerfeld Drive, Brampton Project Owner: Daniels MPV Corporation & Daniels Choice Mount Pleasant Corporation									

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
40.	Claimant: ViFloor Canada Ltd. Counsel: Miller Thomson Manav Singhla manav.singhla@millerthomson.com	Registered Construction lien as Instrument No. PR4238548	\$32,197.26	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/30/2023	05/30/2023	Construction Lien Registered August 18, 2023	- Yes - Lien vacated on September 14, 2023	
Sum: Holdback			\$32,197.26 \$13,698.88						
Project: 250 Harmony Road, Oshawa, Ontario Project Owner: Harmony Taylor Developments Limited									
41.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Howard Krupat howard.krupat@dlapiper.com 416-365-3510	Supplied flooring and flooring accessories	\$59,560.58	Quality Rugs of Canada Limited o/a Quality Sterling Group	02/6/2023	07/7/2023	Notice of Lien dated September 5, 2023		
Sum:			\$59,560.58						
Project: Nova Scotia Warehouse Project Owner:									
42.	Claimant: 4405967 NS Limited Counsel: Burnside Law Group Derek Brett	Rental Arrears of 64,366.67	\$63,366.67	Timeline Floors Inc.			Notice of Lien dated		Got landlord to assign them the lease and the

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	dbb@burnsidelaw.net 902-468-3066	Claimant is claiming a Lien over inventory left in the unit valued at \$48,650.00					September 1, 2023		purported to kick QSG out.
Sum:			\$63,366.67						
Project: Cornell (Not sure of address) Project Owner: Wykland Estates Inc.									
43.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #YR3588487 Supplied flooring and flooring accessories	\$26,357.98	Quality Rugs of Canada Limited o/a Quality Sterling Group	04/20/2023	06/23/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
44.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #YR3588488 Supplied flooring and flooring accessories	\$17,458.88	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/29/2023	07/05/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
45.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #YR3588486 Supplied flooring and flooring accessories	\$11,079.87	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/25/2023	06/23/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
46.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #YR3588485 Supplied flooring and flooring accessories	\$7,617.50	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/19/2023	06/23/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
Sum:			\$62,514.23						
Project: Cummer (Toronto) Project Owner: Livante Holdings (Cummer) Inc.									
47.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP	Construction Lien #AT6403040	\$16,311.61	Quality Rugs of Canada Limited o/a	04/28/2023	06/21/2023	Construction Lien registered	- Yes - Lien was vacated on	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories		Quality Sterling Group			August 21,2023	September 7, 2023	
Sum:			\$16,311.61						
Project: Pickering Project Owner: Madison Brock Limited									
48.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256570 Supplied flooring and flooring accessories	\$5,457.31	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/31/2023	06/21/2023	Construction Lien registered August 21,2023	- Yes - Lien was vacated on September 7, 2023	
49.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256571 Supplied flooring and flooring accessories	\$5,229.92	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/13/2023	06/21/2023	Construction Lien registered August 21,2023	- Yes - Lien was vacated on September 7, 2023	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
50.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256579 Supplied flooring and flooring accessories	\$8,413.32	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/16/2023	06/23/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
Sum:			\$19,100.55						
Project: Clarington									
Project Owner: Modo Bowmanville Towns Ltd.									
51.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256565 Supplied flooring and flooring accessories	\$4,309.02	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/18/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
52.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne	Construction Lien #DR2256566 Supplied flooring and	\$4,309.02	Quality Rugs of Canada Limited o/a Quality	05/18/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	Different registration number but seems to be the exact

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	613-783-8677 pierre.champagne@gowlingwlg.com	flooring accessories		Sterling Group					same as the lien directly above.
53.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256567 Supplied flooring and flooring accessories	\$4,192.56	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/18/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
54.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #DR2256568 Supplied flooring and flooring accessories	\$4,541.94	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/18/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
55.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne	Construction Lien #AT6403040 Supplied flooring and	\$4,891.32	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/18/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	613-783-8677 pierre.champagne@gowlingwlg.com	flooring accessories							
Sum:			\$22,243.86						
Project: Orillia									
Project Owner: Dreamland Homes Orillia Ltd.									
56.	Claimant: Lauzon - Planchers De Bois Exclusifs Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Construction Lien #SC2002522 Supplied flooring and flooring accessories	\$8,778.74	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/31/2023	06/21/2023	Construction Lien registered August 21, 2023	- Yes - Lien was vacated on September 7, 2023	
Sum:			\$8,778.74						
Project: Toronto									
Project Owner: 321 King Street Residences c/o Empire Communities Group									
57.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne	- Supply of floor related materials. -Construction Lien AT6407156	\$103,335.22	Quality Rugs of Canada Limited o/a Sterling Tile and	04/04/2023	08/15/2023	- Registered a lien against builder on August 25, 2023.	- Yes - Lien was vacated on September 8, 2023	

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	613-783-8677 pierre.champagne@gowlingwlg.com			Quality Sterling Group					
Sum: Holdback			\$103,335.22 \$20,359.00						
Project: Toronto									
Project Owner: Aragon (Wellesley) Development (Ontario) Corporation									
58.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	- Supply of floor related materials. -Construction Lien AT6407154	\$137,329.31	Quality Rugs of Canada Limited o/a Sterling Tile and Quality Sterling Group	06/29/2023	07/21/2023	- Registered a lien against builder on August 25, 2023.	- Yes - Lien was vacated on September 8, 2023	
Sum: Holdback			\$137,329.31 \$99,037.19						
Project: Auberge									
Project Owner: Auberge on the Park Residences Inc.									

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
59.	Claimant: ViFloor Canada Ltd. Counsel: Miller Thomson Manav Singhla manav.singhla@millerthomson.com	Registered a construction lien on August 17, 2023 - Supplied customer pattern corridor carpet and entrance matting.	\$303,178.88	Quality Rugs of Canada Limited dba Quality Sterling Group	06/06/2023	07/18/2023	The lien was bonded off by Auberge		Counsel for Auberge reached out to the monitor informing us that the lien had been privately bonded off.
Sum: Holdback			\$303,178.88 \$17,034.94						
Project: Elmsdale Dr, Kitchener, ON N2E 1 H6 Project Owner: Parkside Towns (Phase 1) Inc.									
60.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$55,871.36	Quality Rugs of Canada Limited o/a Quality Sterling Group	11/15/2021	07/11/2023	Notice of Lien dated September 11, 2023.		
Sum:			\$55,871.36						

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Project: 346 Davenport Project Owner: 346 Davenport (Yorkville) Developments Limited.									
61.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$89,829.50	Quality Rugs of Canada Limited o/a Quality Sterling Group	08/23/2022	07/18/2023	Notice of Lien dated September 15, 2023.		
Sum:			\$89,829.50						
Project: Harbour Project Owner: Biddington Homes Lakeshore Inc									
62.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$95,445.95	Quality Rugs of Canada Limited o/a Quality Sterling Group	04/5/2023	9/6/2023	Notice of Lien dated September 15, 2023.		
Sum:			\$95,445.95						

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Project:									
Project Owner: Dun West Properties Ltd.									
63.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$117,738.73	Quality Rugs of Canada Limited o/a Quality Sterling Group	10/12/2022	7/24/2023	Notice of Lien dated September 15, 2023.		
Sum:			\$117,738.73						
Project: Teagarden									
Project Owner: Phantom Developments Teagarden Limited									
64.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$58,876.66	Quality Rugs of Canada Limited o/a Quality Sterling Group	6/12/2023	9/6/2023	Notice of Lien dated September 15, 2023.		
65.	Claimant: Ceratec Inc.	Supply of porcelain tile	\$47,965.51	Quality Rugs of	04/11/2023	08/1/2023	Notice of Lien		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joannette@gowlingwlg.com			Canada Limited o/a Quality Sterling Group			September 15, 2023		
Sum:			\$106,842.17						
Project: Lakeshore Project Owner: Kingsmen (Lakeshore) Inc.									
66.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$195,787.85	Quality Rugs of Canada Limited o/a Quality Sterling Group	9/21/2022	8/4/2023	Notice of Lien dated September 15, 2023.		
67.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$233,500.35	Quality Rugs of Canada Limited o/a Quality Sterling Group	6/21/2022	9/24/2023	Notice of Lien dated September 15, 2023.		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum:			\$429,288.20						
Holdback:			\$262,717						
Project: Devron									
Project Owner: Devron (YS) Ltd.									
68.	Claimant: Metropolitan Hardwood Floors (Eastern), Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$208,852.97	Quality Rugs of Canada Limited o/a Quality Sterling Group	11/14/2022	7/21/2023	Notice of Lien dated September 15, 2023.		
Sum:			\$208,852.97						
Holdback:			\$62,106.41						
Project: Tippett									
Project Owner: Collecdev (Tippett) GP Inc.									
69.	Claimant: Ceratec Inc. Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joannette@gowlingwlg.com	Supply of porcelain tile	\$14,469.28	Quality Rugs of Canada Limited o/a Quality Sterling Group	03/18/2022	07/20/2023	Notice of Lien September 15, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum:			\$14,469.28						
Project:									
Project Owner: Scout Condos GP Inc. & Scout Condos Limited Partnership									
70.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanette@gowlingwlg.com	Supply of porcelain tile	\$123,735.83	Quality Rugs of Canada Limited o/a Quality Sterling Group	09/23/2022	07/17/2023	Notice of Lien September 15, 2023		
Sum:			\$123,735.83						
Project: Queensville									
Project Owner: Country Wide Homes at Queensville Inc.									
71.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanette@gowlingwlg.com	- Supply of floor related materials	\$13,421.89	Quality Rugs of Canada Limited o/a Quality Sterling Group	07/18/2023	07/18/2023	Notice of Lien September 18, 2023		
Sum:			\$13,421.89						
Project: East Valley									

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Project Owner: Country Wide Homes East Valley Inc.									
72.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanette@gowlingwlg.com	- Supply of floor related materials	\$13,120.77	Quality Rugs of Canada Limited o/a Quality Sterling Group	07/18/2023	07/18/2023	Notice of Lien September 18, 2023		
Sum:			\$13,120.77						
Project: King South Project Owner: Country Wide Homes at King South Inc.									
73.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanette@gowlingwlg.com	- Supply of floor related materials	\$17,961.26	Quality Rugs of Canada Limited o/a Quality Sterling Group	07/18/2023	07/18/2023	Notice of Lien September 18, 2023		
Sum:			\$17,961.26						
Project: Project Owner: Esquire Homes.									

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
74.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanne@gowlingwlg.com	- Supply of floor related materials	\$18,450.17	Quality Rugs of Canada Limited o/a Quality Sterling Group	07/18/2023	07/18/2023	Notice of Lien September 18, 2023		
Sum:			\$18,450.17						
Project: Edgewater Trails Project Project Owner: Ballantry Homes									
75.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Howard Krupat howard.krupat@dlapiper.com 416-365-3510	Supplied flooring and flooring accessories	\$26,714.64	Quality Rugs of Canada Limited o/a Quality Sterling Group	02/21/2023	07/27/2023	Notice of Lien dated September 22, 2023		
Sum:			\$26,714.64						
Project: Georgian Sands Phase 2 Project Owner: Elm Developments									
76.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP	Supplied flooring and flooring accessories	\$33,576.15	Quality Rugs of Canada Limited o/a	02/21/2023	07/27/2023	Notice of Lien dated September 22, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owing	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Howard Krupat howard.krupat@dlapiper.com 416-365-3510			Quality Sterling Group					
Sum:			\$33,576.15						
Project: The Well Project Owner: Residences of The Well Inc.									
77.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$64,430.48	Quality Rugs of Canada Limited o/a Quality Sterling Group	10/18/2022	09/06/2023	Notice of Lien dated September 22, 2023		
Sum: Holdback			\$64,430.48 \$270264.95						
Project: D'or Condos Project Owner: D'or Developments Inc.									
78.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne	Supplied flooring and flooring accessories	\$161,659.52	Quality Rugs of Canada Limited o/a Quality	04/18/2023	08/03/2023	Notice of Lien dated September 22, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	613-783-8677 pierre.champagne@gowlingwlg.com			Sterling Group					
Sum:			\$161,659.52						
Project: Empire Phoenix Condo Project Owner: Manitoba Street Residences Inc.									
79.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$33,268.98	Quality Rugs of Canada Limited o/a Quality Sterling Group	09/30/2022	08/24/2023	Notice of Lien dated September 22, 2023		
Sum:			\$33,268.98						
Project: Copper Trail Creek Towns Project Owner: Coppertrail Estates Inc.									
80.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$12,881.60	Quality Rugs of Canada Limited o/a Quality Sterling Group	09/30/2022	09/06/2023	Notice of Lien dated September 22, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum:			\$12,881.60						
Project: Oak & Co Condos 2 Project Owner: Trafalgar Heights Inc.									
81.	Claimant: Boa-Franc G.P Counsel: Gowling WLG (Canada) LLP 613-786-3248 Tristan Joanette@gowlingwlg.com	Supplied flooring and flooring accessories	\$42,843.61	Quality Rugs of Canada Limited o/a Quality Sterling Group	04/19/2023	07/27/2023	Notice of Lien dated September 25, 2023		
82.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	Supplied flooring and flooring accessories	\$13,403.56	Quality Rugs of Canada Limited o/a Quality Sterling Group	08/09/2022	09/19/2023	Notice of Lien dated September 25, 2023		
Sum:			\$56,247.11						
Project: Peter & Adelaide Project Owner: Peter Adelaide GP Inc.									
83.	Claimant: Torlys Inc. Counsel: Gowling WLG (Canada) LLP	Supplied flooring and	\$86,865.19	Quality Rugs of Canada	03/23/2023	09/19/2023	Notice of Lien dated		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
	Pierre Champagne 613-783-8677 pierre.champagne@gowlingwlg.com	flooring accessories		Limited o/a Quality Sterling Group			September 25, 2023		
Sum:			\$86,865.19						
Project: Project Owner: Shelburne Towns by Maramel Homes									
84.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Howard Krupat howard.krupat@dlapiper.com 416-365-3510	Supplied flooring and flooring accessories	\$55,638.87	Quality Rugs of Canada Limited o/a Quality Sterling Group	04/14/2023	08/08/2023	Notice of Lien dated September 27, 2023		
Sum:			\$55,638.87						
Project: Cornell Rouge Project, Project Owner: Madison Group									
85.	Claimant: Macro-Universe Enterprises Ltd. o/a Fuzion Flooring Counsel: DLA Piper (Canada) LLP Howard Krupat howard.krupat@dlapiper.com 416-365-3510	Supplied flooring and flooring accessories	\$43,317.67	Quality Rugs of Canada Limited o/a Quality Sterling Group	03/14/2023	08/02/2023	Notice of Lien dated September 27, 2023		

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum:			\$43,317.67						
Project: The Elm & The Ledbury – Fitzrovia Project Owner: Ontario Holdings Ltd; 88 Queen Fitzrovia Inc.; Queen Developments (Two); Queen Developments Inc.									
86.	Claimant: Stone Tile International Inc. Counsel: Norton Rose Fulbright Canada LLP Evan Cobb evan.cobb@nortonrosefulbright.com	Supplied vinyl flooring and ceramic tiles.	\$100,850.70	Quality Rugs of Canada Limited o/a Quality Sterling Group	12/20/22	09/08/23	Notice of Lien dated September 28, 2023		
Sum: Holdback:			\$144,168.37 \$151,061.57						
Project: Aspen Ridge West Project Owner: Hagler Properties Inc.									
87.	Claimant: Stone Tile International Inc. Counsel: Norton Rose Fulbright Canada LLP Evan Cobb evan.cobb@nortonrosefulbright.com	Supplied porcelain and ceramic tiles.	\$63,488.60	Quality Rugs of Canada Limited o/a Quality Sterling Group	01/30/2023	09/25/2023	Notice of Lien dated September 28, 2023		
Sum:			\$63,488.60						
Project: Upper West Side 2									

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Project Owner: Oakville Fitwell GP Inc.									
88.	Claimant: Stone Tile International Inc. Counsel: Norton Rose Fulbright Canada LLP Evan Cobb evan.cobb@nortonrosefulbright.com	Supplied porcelain and ceramic tiles.	\$17,968.70	Quality Rugs of Canada Limited o/a Quality Sterling Group	05/10/2022	08/25/2023	Notice of Lien dated September 28, 2023		
Sum:			\$17,968.70						
Project: Project Owners: Hagler Properties Inc.; Peter Adelaide GP Inc.; Peter Adelaide Limited Partnership; Ontario Holdings Ltd; 88 Queen Fitzrovia; Queen Developments (Two) Inc.									
89.	Claimant: Ciot Inc. Counsel: Parente Borean LLP Gerard C. Borean gborean@parenteborean.com Devon Goyo DGoyo@Parenteborean.com	Stone and porcelain tiles and slabs, including cut to size materials.	\$199,720.70	Quality Rugs of Canada Limited o/a Quality Sterling Group	06/15/2023	08/03/2023	Notice of Lien dated October 2, 2023.		On lien notice, it says "plus interests and costs" in the amount owing line. There are no particulars provided about extra costs. Date of first supply and last supply is for unpaid invoices as well.

No.	Lien Claimant and Counsel	Lien Particulars	Amount Owning	To Whom Supplied	Date of First Supply	Date of Last Supply	Details	Vacated/Bonded Off	Comments and Conclusions
Sum Holdback			\$199,720.70 \$12,116.67						
Project: Project Owners: BMR Title Corp; Forgehill Equities Inc.									
90.	Claimant: Ciot Inc. Counsel: Parente Borean LLP Gerard C. Borean gborean@parenteborean.com Devon Goyo DGoyo@Parenteborean.com	Stone and porcelain tiles and slabs, including cut to size materials.	\$32,487.46	Malvern Contract Interiors Ltd.; BMR Title Corp; Forgehill Equities Inc.	06/15/2023	08/04/2023	Notice of Lien dated October 2, 2023.		Date of first supply and last supply is for unpaid invoices.
Sum:			\$32,487.46						
Total Number of Lien Claims : 90			Total Value of Lien Claims: \$ 5,071.962.45						

(9a) Bank statements 8.03

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:	Account:	Branch:	Currency:
01) QUALITY RUGS OF CANADA LIMITED	5308827	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$1,923,647.10
	230803W3418000RPW	\$1,900,000.00		08/03/2023	\$23,647.10
	Closing Balance			08/03/2023	\$23,647.10

Totals:	\$1,900,000.00	\$0.00
Item Count:	1	0

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:	Account:	Branch:	Currency:
01a) Quality Rugs 01482 5333112	5333112	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$1,096,906.27
	IG401 To1482 5333104	\$3,559.50		08/03/2023	
	230803W3431100RPW	\$48,716.55		08/03/2023	
	METRO FLRS E K2L6W6	\$56,616.92		08/03/2023	
	MACRO-UNIVER K2L7J3	\$10,026.00		08/03/2023	\$977,987.30
	Closing Balance			08/03/2023	\$977,987.30

Totals:	\$118,918.97	\$0.00
Item Count:	4	0

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:	Account:	Branch:	Currency:
02) MALVERN CONTRACT INTERIORS LTD	5308835	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$847,778.19
	230803W3418100RPW	\$800,000.00		08/03/2023	\$47,778.19
	Closing Balance			08/03/2023	\$47,778.19
Totals:		\$800,000.00	\$0.00		
Item Count:		1	0		

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:	Account:	Branch:	Currency:
02a) Malvern 01482 5333104	5333104	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$0.00
	IG401 Fr1482 5333112		\$3,559.50	08/03/2023	
	230803W3385200RPW	\$3,559.50		08/03/2023	\$0.00
	Closing Balance			08/03/2023	\$0.00
Totals:		\$3,559.50	\$3,559.50		
Item Count:		1	1		

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:	Account:	Branch:	Currency:
03) TIMELINE FLOORS INC	5308851	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$3,413,482.75
	230803W3418200RPW	\$3,400,000.00		08/03/2023	\$13,482.75
	Closing Balance			08/03/2023	\$13,482.75
Totals:		\$3,400,000.00	\$0.00		
Item Count:		1	0		

QUALITY RUGS OF CANADA LIMITED

Statement of Account (Bank)

Thursday, August 03, 2023



Account Name:		Account:	Branch:	Currency:
03a) Timeline 01482 5333090		5333090	1482	CAD

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/03/2023	\$0.00
	Closing Balance			08/03/2023	\$0.00
Totals:		\$0.00	\$0.00		
Item Count:		0	0		

**(9b) Waygar DIP Payout Letter - 28-AUG-2023
executed**

Steven L. Graff
Direct: 416.865.7726
Email: sgraff@airdberlis.com

August 28, 2023

BY EMAIL cbesant@grllp.com

Quality Rugs of Canada Limited
Malvern Contract Interiors Limited
Weston Hardwood Design Centre Inc.
Ontario Flooring Ltd.
Timeline Floors Inc.
Quality Commercial Carpet Corporation
c/o
Gardiner Roberts LLP
Bay Adelaide Centre – East Tower
22 Adelaide St. W., Suite 3600
Toronto, ON M5H 4E3

Attn: Mr. Chris Besant

Dear Sir:

Re: Debtor-in-Possession Lender Payout Statement as at August 28, 2023

1. Pursuant to the DIP Financing Term Sheet dated August 2023 (the “**DIP Term Sheet**”) and as authorized by an Order of the Ontario Superior Court of Justice (Commercial List) made on August 4, 2023, Waygar Capital Inc. (“**Waygar**”) extended certain interim financing to each of Quality Rugs of Canada Limited, Malvern Contract Interiors Limited, Weston Hardwood Design Centre Inc., Ontario Flooring Ltd., Timeline Floors Inc., and Quality Commercial Carpet Corporation (collectively, the “**Borrowers**”) during the period between August 4, 2023 and August 25, 2023, net of \$707,000, but inclusive of all of Waygar’s reasonable costs and fees incurred in respect of said interim financing (the “**Waygar Obligations**”).
2. Waygar has been advised by the Borrowers that Ironbridge Equity Partners IV, LP and Ironbridge Equity Partners (International) IV, LP (collectively, the “**Prospective Purchasers**”) will be making certain financing available to the Borrowers (the “**Financing**”), and the Borrowers have agreed that the Financing will be used to repay the Waygar Obligations.
3. Payment by the Borrowers of the Waygar Obligations is made as consideration for Waygar supporting the debtor-led proceedings involving each of the Borrowers commenced under the *Companies’ Creditors Arrangement Act* and the Borrowers’ efforts to pursue and close an asset purchase transaction with the Prospective Purchasers for the assets used in the business of the Borrowers.

4. Based upon amounts known to Waygar, as of August 28, 2023, the balance outstanding in respect of the Waygar Obligations is as follows:

INTERIM FINANCING BALANCE	
Principal Loan Balance	\$1,500,000.00
Deductions	(\$707,000.00)
Interest accrued to August 27, 2023	\$5,411.70
Per Diem Interest	\$452.05
COSTS AND FEES	
Legal fees and disbursements ¹	\$56,500.00
Administrative/Professional fees and disbursements ²	\$28,250.00
TOTAL PAYOUT AMOUNT:	\$883,613.75

5. The Borrowers are hereby irrevocably directed to pay the sum of \$883,613.75 to Waygar on August 28, 2023 (being the “**Payout Date**”) by way of wire transfer in accordance with the wire instructions attached hereto as **Schedule A**.
6. This letter may be executed and delivered by the parties hereto in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this letter by facsimile or PDF transmission constitutes valid and effective delivery.
7. This letter shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein. The parties hereto irrevocably submit to the courts of the Province of Ontario sitting in Toronto in any action or proceeding arising out of or relating to this letter, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum.
8. By executing and delivering this letter, each of the parties acknowledges and declares that:
- (a) it has had an adequate opportunity to read and consider this letter and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice;
 - (b) it fully understands the nature and effect of this letter; and
 - (c) this letter has been duly executed voluntarily.

¹ A copy of the invoice issued by Aird & Berlis LLP, in its capacity as counsel to Waygar, is attached as **Schedule B** to this letter.

² A copy of the invoice issued by The Fuller Landau Group Inc., in its capacity as consultant to Waygar, is attached as **Schedule C** to this letter.

We trust the foregoing is satisfactory.

Yours truly,
**AIRD & BERLIS LLP FOR AND ON BEHALF OF
WAYGAR CAPITAL INC.**

By:



Name: Steven L. Graff

ACKNOWLEDGED AND AGREED by the Borrowers as of the date first written above.

QUALITY RUGS OF CANADA LIMITED



By: _____
Name: J.D. Pacione
Title: Authorized Signing Officer

MALVERN CONTRACT INTERIORS LIMITED



By: _____
Name: J.D. PACIONE
Title: Authorized Signing Officer

WESTON HARDWOOD DESIGN CENTRE INC.



By: _____
Name: J.D. PACIONE
Title: Authorized Signing Officer

ONTARIO FLOORING LTD.



By: _____
Name: J.D. PACIONE
Title: Authorized Signing Officer

TIMELINE FLOORS INC.



By: _____
Name: J.D. PACIONE
Title: Authorized Signing Officer

QUALITY COMMERCIAL CARPET CORPORATION



By: _____
Name: J.D. PACIONE
Title: Authorized Signing Officer

**SCHEDULE A
WIRE INSTRUCTIONS**

Incoming Wire Payment Details

Information	Wire Payment Details (What the customer provides to the wire sender)
Settlement to TD Bank – <u>Swift Code</u> <ul style="list-style-type: none"> • Always use this code • (These digits are all alpha) 	TDOMCATTOR
For further credit to <u>Beneficiary Bank</u> - TD Canada Trust Branch # and Address (Field 57) <ul style="list-style-type: none"> • TD's Institution # is always 004 • The customer's 4 digit branch number + 1 digit Bank of Canada Number • Street Address, City, Province, Country 	//CC000410202 TD Canada Trust 55 King St. W. Toronto, Ontario Canada
In favour of <u>Beneficiary Account Number and Beneficiary's full name and address</u> (Field 59) <ul style="list-style-type: none"> • / + 4 digit branch # & 7 digit account # • The customer's full name (who the wire is being sent to) • Street Address, City, Province, Country 	<u>Beneficiary's account:</u> 1020-5538967 <u>Beneficiary's full name:</u> NINEPOINT CANADIAN SENIOR DEBT MASTER FUND <u>Beneficiary's Address:</u> 27 Hospital Rd George Town Cayman Islands

**SCHEDULE B
AIRD & BERLIS LLP INVOICE**



Steven L. Graff
 Direct: 416.865.7726
 E-mail: sgraff@airdberlis.com

INVOICE

August 28, 2023

Waygar Capital Inc.
 25 King Street W. Suite 1700
 Toronto, ON M5L 2A1

Client# 054176

Attention: James Bruce

Re: Quality Rugs of Canada Limited and its Affiliates (“QSG”)

FOR PROFESSIONAL SERVICES RENDERED:

With respect to our fees as Advisor to Waygar Capital as Interim Lender pursuant to the interim Order issued by Justice Penny of the Ontario Superior Court of Justice (Commercial List) dated August 4, 2023, and the monitoring of the QSG cashflow results and the need to fund critical expenses through the interim credit facility provided by Waygar Capital, including discussions with QSG and its legal counsel, RSM Canada Limited, and Waygar; and regarding the funding and approval process, and with respect to the administrative steps necessary to process the funding from the interim credit facility; and all time associated with reviewing the payout of the Interim Facility through the newly created DIP financing provided by Ironbridge (the “New DIP”) and the documentation associated with said New DIP (solely as it relates specifically to the New DIP) and to any and all related financing matters during the initial Stay Period up to and including August 25, 2023.

Our fee	\$	50,000.00
HST		6,500.00
BALANCE DUE	\$	56,500.00

Payment is due on receipt of account. Amount outstanding in excess of thirty days will be charged interest at 12% per annum until paid in full.

Yours truly,

Aird & Berlis LLP

A handwritten signature in black ink, appearing to read 'SLG', with a large, stylized flourish extending from the end.

Steven L. Graff

SLG:go

Please remit payment to:

By Wire

Beneficiary: Aird & Berlis LLP

Beneficiary Bank: TD Canada Trust, TD Centre, 55 King Street West, Toronto, ON, M5K 1A2

Transit No: 10202

Account Number: 5221521

SWIFT Code: TDOMCATTOR

By Cheque

Aird & Berlis LLP

Brookfield Place, Suite 1800

181 Bay Street

Toronto, ON, M5J 2T9

SCHEDULE C
THE FULLER LANDAU GROUP INC. INVOICE

53193655.3

INVOICE

Fuller
Landau

Waygar Capital Inc.
25 King Street W.
Suite 1700
Toronto, ON M5L 2A1

Client No. 1309158:01-KLP

Attention: James Bruce

August 27, 2023

Re: Quality Rugs of Canada Limited and its Affiliates (“QSG”)

FOR PROFESSIONAL SERVICES RENDERED:

With respect to our fees as court appointed Advisor pursuant to the interim Order issued by Justice Penny of the Ontario Superior Court of Justice (Commercial List) dated August 4, 2023, which relate to the monitoring of the shortfall from the actual cashflow results of QSG and the additional amounts requested by QSG to fund Critical Expenses from the interim credit facility provided by Waygar Capital as Interim Lender, including discussions with QSG and its legal counsel, RSM Canada Limited, and Waygar and its legal counsel regarding the funding and approval process, ensuring that reserves were in place so that sufficient funds would be available for future Critical Expenses, and requesting and confirming that the administrative steps necessary to process the funding from the interim credit facility were completed as required by the parties during the initial Stay Period to August 18, 2025, and the extended Stay Period pursuant to the Order of Justice Penny dated August 18, 2023.

Our fee	\$	25,000.00
HST		3,250.00
BALANCE DUE	\$	<u>28,250.00</u>

HST Registration No. R130795669

Payment is due on receipt of account. Amount outstanding in excess of thirty days will be charged interest at 12% per annum until paid in full.

Please visit the Client Resources section on our website at www.fullerllp.com if you wish to pay your account by Visa or MasterCard

Please remit to:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th floor
Toronto, Ontario M5S 1S4
T 416-645-6500
F 416-645-6501

fullerllp.com

(11a) Mal AR 2023.09.30

Malvern A/R Subledger	1,651	5,208
\$000s	>90	Total
5041425 ONTARIO LTD.	6	6
ALLYANT	- 24	40
AMICO CORPORATION	-	3
BDA INC.	76	91
BECC CONSTRUCTION INC	2	2
BEMOCON CONTRACTING LTD.	5	9
BERKIM CONSTRUCTION INC.	6	6
BGIS	17	35
BUILD IT BY DESIGN	-	14
CAROLINE PLACE RETIREMENT RESIDENCE	-	4
CARRIER MAUSOLEUM CONST. 7575	-	24
CAS CONSTRUCTORS & MANAGERS	-	9
CASTLEBERRY INVESTMENTS LIMITED	-	2
CATHOLIC CEMETERIES & FUNERAL SER.	-	2
CHATHAM RETIREMENT RESORT	- 0 -	0
CHERRYWOOD INTERIORS	-	3
CONFRA GLOBAL SOLUTIONS INCORPORATED	1	1
COUNTRY DAY SCHOOL	-	2
CPVC PLACE DE VILLE C/O CROWN PROPERTY MANAGEMENT INC.	-	107
CRAFT CONTRACTING LTD.	-	9
CROSBIE & COMPANY INC	-	20
CUSHMAN & WAKEFIELD	- 0	13
CYPRUSS CONTRACTING INC.	-	89
DAFOM	-	11
DPI CONSTRUCTION MGMT	141	603
DURON ONTARIO LTD	3	32
EDGB	9	9
EDIFY	- 0 -	0
ELITE CONSTRUCTION INC.	-	8
FLAT IRON BUILDING GROUP INC.	51	104
FOX CONTRACTING LTD.	-	66
G.C. JAIN INVESTMENTS LIMITED	65	65
GEN-PRO	-	8
GEORGE AND MURRAY DEVELOPMENT CORPORATION	62	62
GOVAN BROWN & ASSOCIATES LIMITED	41	81
GREENFERD CONSTRUCTION INC.	172	211
GREYSTONE	-	125
HALL, KATHERINE	1	1
HARRINGTON AND ASSOCIATES LTD	-	4
HAZELTON PLACE	- 1 -	1
HELLENIC HOME FOR THE AGED INC.	45	47
HN CONSTRUCTION LIMITED	-	91
KENSINGTON HEALTH CENTRE	-	18
KNIGHTSBRIDGE ZFG	3	3
LSTI INC	25	25

MARANT CONSTRUCTION LIMITED	-	5	14
MATHESON CONSTRUCTORS		108	145
MCIVOR CONSTRUCTION MANAGEMENT INC.		111	111
MIKE CRAIG		-	20
MOSAIK CONSTRUCTION & MGMT INC		0	119
NATIONAL RETAIL FLOORING SERVICES, INC	-	0	14
NEED DESIGN BUILD		46	96
NEUTRAL CONTRACTING GROUP		-	231
NEWBOROUGH CONSTRUCTION INC.	-	3	3
NEXROCK DESIGN BUILD INC.		-	117
NORFIELD CONSTRUCTION INC.	-	0	0
NRB INC		-	102
O'C CARPET INC		-	2
OSBOURNE RES	-	3	3
PAC BUILDING GROUP CORP		46	46
PLEXXUS ACCOUNTS PAYABLE		-	38
PORTFOLIO CONTRACTING INC		-	284
PRIMARY CONSTRUCTION INC.		-	7
PRODIGY CONSTRUCTION INC.		-	169
QUALITY STERLING GROUP		365	365
QUOIN CONSTRUCTION LIMITED	-	0	6
ROSS CLAIR CONTRACTORS		35	35
S&R FLOORING CONCEPTS INC.		-	3
SEVEN BUILDING SERVICES		-	84
STRUCT-CON CONSTRUCTION LTD		3	3
STS PETER & PAUL RESIDENCE		-	4
SYNEREX CONSTRUCTION GROUP INC		-	11
TERCO CONSTRUCTION LTD		82	84
THE PENTACON GROUP	-	55	5
THE ROYALE DEVELOPMENT LP		-	5
TORCON LTD.		64	104
TORQUE BUILDERS INC.		80	785
TORQUE INTERIORS LTD.		-	15
TRIGON BUILDING CORPORATION		-	2
TRIGON CONSTRUCTION TORONTO (2008) INC.		1	1
TRUE-CARE RESTORATION INC		-	6
UMG		2	2
URBAN OUTLINE BUILDING GROUP LTD		52	52
VAN HORNE CONSTRUCTION LIMITED		7	7
V-CON CORPORATION		12	12
VENTURE CONSTRUCTION		3	20
VILLA LEONARDO GAMBIN		-	5
VILLBROOK INC		-	26
WALDEN CIRCLE RETIREMENT COMMUNITY	-	4	4

Row Labels	Sum of >91 Days	Sum of Balance
5041425 ONTARIO LTD.	5,851.38	5,851.38
ALLYANT	- 23,676.03	39,729.35
AMICO CORPORATION	-	2,768.50
BDA INC.	76,278.80	90,547.74
BECC CONSTRUCTION INC	2,056.04	2,056.04
BEMOCON CONTRACTING LTD.	5,057.88	8,802.70
BERKIM CONSTRUCTION INC.	5,601.98	5,601.98
BGIS	17,182.22	34,529.04
BUILD IT BY DESIGN	-	14,363.15
CAROLINE PLACE RETIREMENT RESIDENCE	-	4,294.00
CARRIER MAUSOLEUM CONST. 7575	-	24,102.90
CAS CONSTRUCTORS & MANAGERS	-	8,715.05
CASTLEBERRY INVESTMENTS LIMITED	-	1,695.00
CATHOLIC CEMETERIES & FUNERAL SER.	-	1,695.00
CHATHAM RETIREMENT RESORT	- 71.18 -	71.18
CHERRYWOOD INTERIORS	-	3,022.75
CONFRA GLOBAL SOLUTIONS INCORPORATED	791.00	791.00
COUNTRY DAY SCHOOL	-	2,147.00
CPVC PLACE DE VILLE C/O CROWN PROPERTY MANAGEMENT INC.	-	107,426.69
CRAFT CONTRACTING LTD.	-	8,830.10
CROSBIE & COMPANY INC	-	19,934.33
CUSHMAN & WAKEFIELD	- 69.16	12,925.84
CYPRUSS CONTRACTING INC.	-	88,565.45
DAFOM	-	11,474.53
DPI CONSTRUCTION MGMT	140,588.95	603,051.63
DURON ONTARIO LTD	3,061.43	31,610.60
EDGB	9,469.40	9,469.40
EDIFY	- 67.80 -	67.80
ELITE CONSTRUCTION INC.	-	7,506.84
FLAT IRON BUILDING GROUP INC.	50,848.31	104,458.35
FOX CONTRACTING LTD.	-	66,366.59
G.C. JAIN INVESTMENTS LIMITED	64,616.41	64,616.41
GEN-PRO	-	8,127.53
GEORGE AND MURRAY DEVELOPMENT CORPORATION	62,302.55	62,302.55
GOVAN BROWN & ASSOCIATES LIMITED	40,627.36	81,307.36
GREENFERD CONSTRUCTION INC.	171,612.27	210,765.65
GREYSTONE	-	124,876.87
HALL, KATHERINE	916.68	916.68
HARRINGTON AND ASSOCIATES LTD	-	3,565.15
HAZELTON PLACE	- 1,175.20 -	1,175.20
HELLENIC HOME FOR THE AGED INC.	44,578.50	46,832.85
HN CONSTRUCTION LIMITED	-	90,781.60
KENSINGTON HEALTH CENTRE	-	17,967.00
KNIGHTSBRIDGE ZFG	2,655.50	2,655.50

LSTI INC		25,425.00	25,425.00
MARANT CONSTRUCTION LIMITED	-	5,298.57	14,472.76
MATHESON CONSTRUCTORS		107,893.40	144,676.03
MCIVOR CONSTRUCTION MANAGEMENT INC.		110,792.69	110,792.69
MIKE CRAIG		-	20,078.34
MOSAIK CONSTRUCTION & MGMT INC		332.45	118,889.05
NATIONAL RETAIL FLOORING SERVICES, INC	-	58.16	14,129.56
NEED DESIGN BUILD		46,273.50	96,390.41
NEUTRAL CONTRACTING GROUP		-	231,323.01
NEWBOROUGH CONSTRUCTION INC.	-	3,320.34	- 3,320.34
NEXROCK DESIGN BUILD INC.		-	116,700.75
NORFIELD CONSTRUCTION INC.	-	158.20	- 158.20
NRB INC		-	102,321.50
O'C CARPET INC		-	2,203.50
OSBOURNE RES	-	2,960.00	- 2,960.00
PAC BUILDING GROUP CORP		46,301.71	46,301.71
PLEXXUS ACCOUNTS PAYABLE		-	38,210.95
PORTFOLIO CONTRACTING INC		-	283,824.36
PRIMARY CONSTRUCTION INC.		-	7,102.05
PRODIGY CONSTRUCTION INC.		-	168,897.66
QUALITY STERLING GROUP		365,414.03	365,414.03
QUOIN CONSTRUCTION LIMITED	-	107.24	5,577.23
ROSS CLAIR CONTRACTORS		34,894.10	34,894.10
S&R FLOORING CONCEPTS INC.		-	2,611.19
SEVEN BUILDING SERVICES		-	84,411.00
STRUCT-CON CONSTRUCTION LTD		2,712.01	2,712.01
STS PETER & PAUL RESIDENCE		-	3,955.00
SYNEREX CONSTRUCTION GROUP INC		-	10,907.33
TERCO CONSTRUCTION LTD		81,654.93	83,916.06
THE PENTACON GROUP	-	55,457.20	4,541.85
THE ROYALE DEVELOPMENT LP		-	5,169.75
TORCON LTD.		63,825.32	103,812.63
TORQUE BUILDERS INC.		80,465.04	784,510.71
TORQUE INTERIORS LTD.		-	15,071.43
TRIGON BUILDING CORPORATION		-	2,373.00
TRIGON CONSTRUCTION TORONTO (2008) INC.		1,243.00	1,243.00
TRUE-CARE RESTORATION INC		-	6,085.05
UMG		2,328.93	2,328.93
URBAN OUTLINE BUILDING GROUP LTD		51,940.46	51,940.46
VAN HORNE CONSTRUCTION LIMITED		6,630.67	6,630.67
V-CON CORPORATION		11,752.00	11,752.00
VENTURE CONSTRUCTION		3,270.67	19,542.67
VILLA LEONARDO GAMBIN		-	5,141.50
VILLBROOK INC		-	26,329.00
WALDEN CIRCLE RETIREMENT COMMUNITY	-	3,708.66	- 3,708.66
(blank)		1,651,118.83	10,416,393.26
Grand Total		3,302,237.66	15,624,589.89

U	Combined	DM55625	20201023	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM57399	20220817	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM57414E	20230425	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM58515	20200721	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM60841	20230413	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM60863	20230608	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM60885	20230804	FLAT IRON	0	0	0	0	0	0	0
U	Combined	DM57332	20220105	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM57343	20220302	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM57368	20220509	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM57429	20230104	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM57430E	20230816	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM60832	20230316	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM60835F	20230816	FOX CONT	0	0	0	0	0	0	0
U	Combined	DM60867	20230630	FOX CONT	0	0	0	0	0	0	0
U	Combined	JN55546F	20230524	G.C. JAIN I	0	0	0	0	0	0	0
U	Combined	SM60741	20230822	GEN-PRO	0	0	0	0	0	0	0
U	Combined	DM57432	20230113	GENSLER	0	0	0	0	0	0	0
U	Combined	RO60542A	20230816	GOVAN BR	0	0	0	0	0	0	0
U	Combined	SM60735	20230704	GRAHAM C	0	0	0	0	0	0	0
U	Combined	SM60736	20230714	GRAHAM C	0	0	0	0	0	0	0
U	Combined	JN61013	20230420	GRAYFOX I	0	0	0	0	0	0	0
U	Combined	DM60833	20230316	GREENFER	0	0	0	0	0	0	0
U	Combined	DM60869	20230707	GREENFER	0	0	0	0	0	0	0
U	Combined	DM60886	20230808	GREENFER	0	0	0	0	0	0	0
U	Combined	DM60887	20230816	GREENFER	0	0	0	0	0	0	0
U	Combined	DM58548	20200916	HARRINGT	0	0	0	0	0	0	0
U	Combined	LR60694A	20230912	HARRINGT	0	0	0	0	0	0	0
U	Combined	LR60694B	20230913	HARRINGT	0	0	0	0	0	0	0
U	Combined	SW55922	20170824	HAZELTON	0	0	0	0	0	0	0
U	Combined	JN61276	20230922	HELLENIC I	0	0	0	0	0	0	0
U	Combined	SM60737A	20230912	HN CONST	0	0	0	0	0	0	0
U	Combined	LR60708	20230531	JANCON C	0	0	0	0	0	0	0
U	Combined	SM57563C	20230912	JANUS COI	0	0	0	0	0	0	0
U	Combined	DM55678E	20220316	JESSIE DILC	0	0	0	0	0	0	0
U	Combined	SM57572	20220718	LCS CONST	0	0	0	0	0	0	0
U	Combined	SW60511F	20230815	LSTI INC	0	0	0	0	0	0	0
U	Combined	DM57379	20220610	MARANT C	0	0	0	0	0	0	0
U	Combined	DM57400F	20230612	MARANT C	0	0	0	0	0	0	0
U	Combined	DM58469	20200311	MARANT C	0	0	0	0	0	0	0
U	Combined	DM60860	20230524	MARANT C	0	0	0	0	0	0	0
U	Combined	DM60870	20230724	MARANT C	0	0	0	0	0	0	0
U	Combined	DM60878	20230728	MARANT C	0	0	0	0	0	0	0
U	Combined	DM61300	20230912	MARANT C	0	0	0	0	0	0	0
U	Combined	DM60847	20230512	MATEUSZ	0	0	0	0	0	0	0
U	Combined	RO57296A	20221212	MATHESOI	0	0	0	0	0	0	0
U	Combined	RO58201H	20230515	MATHESOI	0	0	0	0	0	0	0
U	Combined	RO60572	20230914	MATHESOI	0	0	0	0	0	0	0
U	Combined	RO60573	20230912	MATHESOI	0	0	0	0	0	0	0
U	Combined	RO57702	20220830	MCIVOR C	0	0	0	0	0	0	0
U	Combined	RO58217L	20230911	MHI CANA	0	0	0	0	0	0	0
U	Combined	DM60858F	20230928	MIKE CRAI	0	0	0	0	0	0	0
U	Combined	LR60712	20230810	MINTO AP	0	0	0	0	0	0	0
U	Combined	JN61274	20230928	MINTO AP	0	0	0	0	0	0	0
U	Combined	JN60366A	20230601	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61187	20230801	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61241	20230921	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61242	20230921	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61243	20230921	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61245	20230921	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61247	20230922	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61248	20230922	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61249	20230922	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61252	20230922	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61258	20230929	MOSAIK C	0	0	0	0	0	0	0
U	Combined	JN61259	20230929	MOSAIK C	0	0	0	0	0	0	0
U	Combined	SW60555	20230705	MULTIPLE	0	0	0	0	0	0	0
U	Combined	JN60976A	20230912	NEED DESI	0	0	0	0	0	0	0
U	Combined	JN61012	20230912	NEED DESI	0	0	0	0	0	0	0
U	Combined	JN61134A	20230816	NEED DESI	0	0	0	0	0	0	0
U	Combined	JN61145	20230509	NEED DESI	0	0	0	0	0	0	0
U	Combined	JN61280	20230918	NEED DESI	0	0	0	0	0	0	0
U	Combined	SW60543A	20230913	NEXROCK I	0	0	0	0	0	0	0
U	Combined	DM61299	20230823	NICHE PRC	0	0	0	0	0	0	0
U	Combined	JN60365A	20230427	NORWOOD	0	0	0	0	0	0	0
U	Combined	JN61286	20230823	NRB INC	0	0	0	0	0	0	0
U	Combined	JN61278	20230920	NRB MODI	0	0	0	0	0	0	0
U	Combined	SW57265	20210528	OSBOURNI	0	0	0	-2960	0	2960	0
U	Combined	JN61282	20230907	PLEXXUS A	0	0	0	0	0	0	0
U	Combined	DM61301	20230912	PLITEQ	0	0	0	0	0	0	0
U	Combined	LR60701A	20230928	PORTFOLIC	0	0	0	0	0	0	0
U	Combined	LR60706	20230510	PORTFOLIC	0	0	0	0	0	0	0
U	Combined	SW57699C	20221108	PRODIGY C	0	0	0	0	0	0	0
U	Combined	SW60560A	20230912	PRODIGY C	0	0	0	0	0	0	0
U	Combined	SW60569	20230828	PRODIGY C	0	0	0	0	0	0	0
U	Combined	SW60569A	20230828	PRODIGY C	0	0	0	0	0	0	0
U	Combined	SW60569B	20230828	PRODIGY C	0	0	0	0	0	0	0

U	Combined	SW60569C	20230828	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60569E	20230828	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60569F	20230828	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60569F	20230907	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60569C	20230907	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60563	20230726	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SW60564	20230808	PRODIGY C	0	0	0	0	0	0	0	0
U	Combined	SR57680	20220513	QUALITY S	0	0	0	0	0	0	0	0
U	Combined	SW57033	20200220	QUALITY S	0	0	0	0	0	0	0	0
U	Combined	LR60383	20230111	QUOIN CO	0	0	0	0	0	0	0	0
U	Combined	LR60714	20230824	QUOIN CO	0	0	0	0	0	0	0	0
U	Combined	JN60987	20230207	RICHVIEW	0	0	0	0	0	0	0	0
U	Combined	LR60713	20230811	RIPPLE PR	0	0	0	0	0	0	0	0
U	Combined	LR60715	20230920	RIPPLE PR	0	0	0	0	0	0	0	0
U	Combined	SW60554A	20230911	RUTHERFC	0	0	0	0	0	0	0	0
U	Combined	SM60226	20230731	SCHICKENI	0	0	0	0	0	0	0	0
U	Combined	SM60227	20230731	SCHICKENI	0	0	0	0	0	0	0	0
U	Combined	LR60681	20230105	SCHILTHUI	0	0	0	0	0	0	0	0
U	Combined	JN58020D	20220912	SEVEN BUI	0	0	0	0	0	0	0	0
U	Combined	JN58020E	20230517	SEVEN BUI	0	0	0	0	0	0	0	0
U	Combined	JN61285	20230823	SEVEN BUI	0	0	0	0	0	0	0	0
U	Combined	JN61295	20230810	SEVEN BUI	0	0	0	0	0	0	0	0
U	Combined	DM60852	20230525	SHURWAY	0	0	0	0	0	0	0	0
U	Combined	JN61277	20230920	SIENNA SE	0	0	0	0	0	0	0	0
U	Combined	SM57556	20211223	STEWART	0	0	0	0	0	0	0	0
U	Combined	NM60467C	20230602	STS PETER	0	0	0	0	0	0	0	0
U	Combined	SM60225	20230530	TAMIRON	0	0	0	0	0	0	0	0
U	Combined	SM60228	20230605	TAMIRON	0	0	0	0	0	0	0	0
U	Combined	SW57695A	20230608	TERCO COI	0	0	0	0	0	0	0	0
U	Combined	DM54239A	20180606	THE DALTC	0	0	0	0	0	0	0	0
U	Combined	DM55659	20210211	THE PENT/	0	0	0	0	0	0	0	0
U	Combined	DM55718E	20230518	THE PENT/	0	0	0	0	0	0	0	0
U	Combined	JN61123	20230713	THE ROYAL	0	0	0	0	0	0	0	0
U	Combined	JN61291	20230811	THE ROYAL	0	0	0	0	0	0	0	0
U	Combined	DM60820	20230213	TO BE MO'	0	0	0	0	0	0	0	0
U	Combined	SW57272E	20230224	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW57687S	20230526	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW57687T	20230526	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW57687V	20230526	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW60522	20221122	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW60538	20230224	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW60559	20230627	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW60562	20230913	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	WS57687X	20230803	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	WS57687Y	20230905	TORQUE B	0	0	0	0	0	0	0	0
U	Combined	SW57651A	20221014	TORQUE IN	0	0	0	0	0	0	0	0
U	Combined	LR60716	20230929	TRUSPACE	0	0	0	0	0	0	0	0
U	Combined	RO60521	20221114	VENTURE C	0	0	0	0	0	0	0	0
U	Combined	JN61126	20230621	WARRANT	0	0	0	0	0	0	0	0
U	Combined	SW55920B	20180712	WARRANT	0	0	0	0	0	0	0	0
U	Combined	DM60815	20230125	WESTON F	0	0	0	0	0	0	0	0
U	Combined	DM60821	20230215	WOODCAS	0	0	0	0	0	0	0	0

5,742,104.69

**(11b) QRC AR Aged Report 09-30-2023 By National
Account**

Quality**A/R Balances at October 20****\$000s**

23,481 total

National Account Total ():	2,732	< write-offs, legal files and other reasons for separation
National Account Total (GERANIUM):	1,252	
National Account Total (PACE DEV):	889	
National Account Total (VANMAR):	844	
National Account Total (TRIDEL):	822	
National Account Total (FREED):	703	
National Account Total (CALIBREX DEV):	691	
National Account Total (DUNPAR):	672	
National Account Total (COUNTRYWIDE):	566	
National Account Total (FERNBROOK):	528	
National Account Total (MENKES):	515	
National Account Total (TUCKER):	506	
National Account Total (GRAYWOOD DEV):	497	
National Account Total (ROSEHAVEN):	482	
National Account Total (CHESTNUTHILL):	481	
National Account Total (BAYVIEW WELL):	435	
National Account Total (ELM DEV):	405	
National Account Total (PRATT HOMES):	353	
National Account Total (CASTLERIDGE):	331	
National Account Total (SUCCESSION):	299	
National Account Total (CRYSTAL GLEN):	293	
National Account Total (COLLECDEV):	289	
National Account Total (ASPEN RIDGE):	286	
National Account Total (CITI-CORE):	269	
National Account Total (TOWNWOOD):	265	
National Account Total (BALLANTRY):	244	
National Account Total (PHANTOM DEV):	240	
National Account Total (PLAZACORP):	240	
National Account Total (CARRINGWOOD):	236	
National Account Total (PINE GLEN):	231	
National Account Total (ZANCOR):	219	
National Account Total (FUSIONCORP):	216	
National Account Total (MINTO):	215	
National Account Total (MANSOURI):	211	
National Account Total (DIMANOR HOME):	209	
National Account Total (TRIBUTE COMM):	204	
National Account Total (CORTEL GROUP):	199	
National Account Total (59DEVELOP):	195	
National Account Total (BAYCLIFFE):	191	
National Account Total (ESQUIRE):	190	
National Account Total (NATIONAL HOM):	186	
National Account Total (HONEYFIELD):	184	
National Account Total (CORAM):	179	
National Account Total (MADISON):	168	
National Account Total (LANCASTER):	167	
National Account Total (LIVANTE):	159	
National Account Total (LIV COMM):	150	
National Account Total (DEVRON DEV):	140	
National Account Total (CRYSTAL HOME):	140	
National Account Total (KAITLIN):	138	
National Account Total (KINGSMEN GRP):	133	

National Account Total (ARAGON PROP):	132
National Account Total (LC DEVELOP):	130
National Account Total (CRESFORD):	127
National Account Total (LINDVEST):	126
National Account Total (FRAM):	126
National Account Total (EMPIRE):	125
National Account Total (CAPITAL DEV):	124
National Account Total (MARLIN SPRIN):	122
National Account Total (FLATO DEV):	116
National Account Total (YORKWOOD):	103
National Account Total (CALEXICO):	100
National Account Total (YELLOW/SPEC):	98
National Account Total (AVERTON HOME):	85
National Account Total (LAKEVIEW):	83
National Account Total (STERLING):	79
National Account Total (BROMONT):	77
National Account Total (ADI DEVELOP):	74
National Account Total (CITY PARK):	74
National Account Total (BGS HOMES):	71
National Account Total (BIDDINGTON):	66
National Account Total (FIELDGATE):	63
National Account Total (DANIELS):	60
National Account Total (SADDLEBROOK):	58
National Account Total (LORMEL):	56
National Account Total (ONNI):	56
National Account Total (METROPIA):	53
National Account Total (BEST DEVELOP):	52
National Account Total (CASTLE MANOR):	49
National Account Total (KINGWOOD HOM):	45
National Account Total (LEBOVIC):	45
National Account Total (RINOMATO):	43
National Account Total (SEQUOIA):	42
National Account Total (DSV BUILDING):	40
National Account Total (MACPHERSON):	39
National Account Total (CENTREVILLE):	37
National Account Total (CONSERVATORY):	32
National Account Total (REID'S HERIT):	27
National Account Total (CENTURION):	26
National Account Total (SKYHOMES):	24
National Account Total (MIKMADA):	23
National Account Total (SUNNY COMM):	22
National Account Total (FIFTH AVENUE):	20
National Account Total (MATTAMY):	20
National Account Total (KETTLEBECK):	19
National Account Total (SILMAR):	17
National Account Total (PROPERTYMGMT):	16
National Account Total (COUNTRYGLEN):	15
National Account Total (BRANTHAVEN):	13
National Account Total (CACHET HOMES):	12
National Account Total (CONCORDPACIF):	11
National Account Total (DREAMLAND):	11
National Account Total (ANDRIN HOMES):	11
National Account Total (MANORGATE):	10
National Account Total (GREAT GULF):	10
National Account Total (REGAL CREST):	9

National Account Total (YELLOW PRIV):	9
National Account Total (PRIMONT HOME):	9
National Account Total (FITZROVIA):	8
National Account Total (NORTHDRIVE):	7
National Account Total (MONDIALE):	6
National Account Total (SKYGRID):	5
National Account Total (HABITAT):	4
National Account Total (REDBERRY):	4
National Account Total (REFINED REST):	4
National Account Total (DM DEVELOP):	3
National Account Total (BRIARWOOD):	3
National Account Total (QUEENSCORP):	3
National Account Total (BIRD CONSTR):	1
National Account Total (TMG BUILDERS):	1
National Account Total (LANDEN HOMES):	1
National Account Total (ACTIVA CONST):	0
National Account Total (HOWLAND GREE):	0
National Account Total (DECO):	(0)
National Account Total (LIFETIME):	(0)
National Account Total (TODDGLEN):	(1)
National Account Total (REMINGTON):	(1)
National Account Total (DAWN VICTOR):	(1)
National Account Total (INSOHO DEV.):	(3)
National Account Total (BROOKFIELD):	(16)
National Account Total (SHOWROOM):	(75)

A/R Aged Trial Balance by Document Date (ARTBALSJ)

Sort Customers By [National Account]
 Show Group Title [National Account]
 Show Group Total [National Account]
 Account Type [All Customers]
 Age Transactions As Of [2023-09-30]
 Cutoff by Document Date [2023-09-30]
 Print Transactions In [Summary]
 Transaction Types [Invoice, Debit Note, Credit Note, Interest, Unapplied Cash, Prepayment, Receipt, Refund]
 Include Contact/Phone/Credit Limit [No]
 Include Space For Comments [No]
 Include Only Customers Over Their Credit Limits [No]
 Include Zero-Balance Customers [No]

Customer No.	Customer Name		Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total
National Account:								
ACCE10	NDI (1 FOREST HILL ROAD) INC.	H	0.00	0.00	0.00	0.00	28,538.22	28,538.22
ADID10	ADI Developments (Parkview) Inc.	LW/Off	0.00	0.00	0.00	0.00	4,520.32	4,520.32
CAST01	CLAIREVILLE HEIGHTS II LTD.	H	0.00	0.00	0.00	0.00	24,098.69	24,098.69
CWID43	Countrywide Homes at Queensville Inc.	L	0.00	0.00	56,948.85	40,980.30	86,140.38	184,069.53
DANI06	DANIELS LR CORPORATION	HW/Off	0.00	0.00	0.00	0.00	508.50	508.50
DARC06	1900401 ONTARIO INC.	H	0.00	0.00	0.00	0.00	1,864.50	1,864.50
DC&F01	57-63 Finch Developments Inc.	LLegal	0.00	0.00	0.00	0.00	64,268.02	64,268.02
DEFA01	ROBERT & MARIA DEFAVERI	R	0.00	0.00	0.00	0.00	-12,029.64	-12,029.64
DMDV01	10412481 Canada Corp.	LLegal	0.00	0.00	0.00	0.00	25,885.60	25,885.60
EDIL05	VTS A&B INC.	H	0.00	0.00	-146.10	-1,626.38	22,946.40	21,173.92
EDIL06	VTS Phase 1 Inc.	H	0.00	0.00	0.00	1,566.18	24,446.26	26,012.44
EMPI29	Legacy Communities (Thorold) Inc	LW/Off	0.00	0.00	0.00	0.00	745.80	745.80
EMPI60	GP EMPIRE COMMUNITIES (NIAGARA) LTD	LW/Off	0.00	0.00	0.00	0.00	4,510.96	4,510.96
FIRS04	Muskoka Bay Resort Condo 1 Limited Partners	H	0.00	0.00	0.00	0.00	42,792.53	42,792.53
FITZ01	39 EAST LIBERTY GP INC. AS A GENERAL P/	H	0.00	0.00	0.00	0.00	-111.10	-111.10
FITZ03	ONTARI HOLDINGS LTD AND	H	0.00	0.00	0.00	0.00	1,093.44	1,093.44
FITZ04	ONTARI HOLDINGS LTD. AND	H	0.00	0.00	0.00	0.00	56,081.90	56,081.90
FITZ06	39 EAST LIBERTY GP INC.	H	0.00	0.00	0.00	0.00	3,073.60	3,073.60
FIVE03	2457667 ONTARIO INC.	LW/Off	0.00	0.00	0.00	0.00	39,071.06	39,071.06
FREE06	FREED DEVELOPMENTS	YW/Off	0.00	0.00	0.00	0.00	83,836.25	83,836.25
GREA10	RED GINGER DEVELOPMENTS INC.	HW/Off	0.00	0.00	0.00	0.00	92,134.81	92,134.81
GREA13	Gulfbeck Development Inc.	LW/Off	0.00	0.00	0.00	0.00	3,657.01	3,657.01
GREA19	LAZY DOLPHIN DEVELOPMENT INC.	LW/Off	0.00	0.00	0.00	0.00	987.65	987.65
HAZE01	Hazelton Development Corp	HW/Off	0.00	0.00	0.00	0.00	2,389.95	2,389.95
HONE01	Ravensfield Construction, Ltd.	LW/Off	0.00	0.00	0.00	0.00	43,839.99	43,839.99
ICON03	ICON FOREST DISTRICT LTD.	LW/Off	0.00	0.00	0.00	0.00	106,157.54	106,157.54
JOHN03	John Boddy Homes	L	0.00	36,043.61	7,624.11	5,127.10	0.00	48,794.82
LAND06	Liv Communities	LW/Off	0.00	0.00	0.00	0.00	16,608.09	16,608.09
LEDC02	41 DOVERCOURT LP BY	H	0.00	0.00	0.00	0.00	12,648.21	12,648.21
MAND03	RIVKI MANDELBAUM	RW/Off	0.00	0.00	0.00	0.00	42,375.00	42,375.00
MATSJF	MATTAMY (AURORA) LIMITED #2	LW/Off	0.00	0.00	0.00	0.00	-32,146.24	-32,146.24
MATT01	MONARCH WATERVIEW DEVELOPMENT LIM	H	0.00	2,208.02	0.00	0.00	11,319.21	13,527.23
MATT08	SHIU PONG DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	2,877.37	2,877.37
MOND09	1630 QUEEN DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	44,713.87	44,713.87
MOND43	SR & R BAYRIDGES (TWO) LTD	H	0.00	0.00	0.00	0.00	14,409.01	14,409.01
MOND70	DANMOR DEVELOPMENTS LIMITED	H	0.00	0.00	0.00	0.00	9,818.99	9,818.99
MORI01	MR. LOUIE MORIZIO	RW/Off	0.00	0.00	0.00	0.00	69,125.49	69,125.49
MOTO01	Motorino Citta	RW/Off	0.00	0.00	0.00	0.00	39,550.00	39,550.00
PLAZ04	Plazacorp	YW/Off-18082-JC	0.00	0.00	0.00	0.00	18,724.10	18,724.10
PLAZ06	Islington Chauncey Residence	Y-18112-JC	0.00	0.00	0.00	0.00	-7,299.81	-7,299.81
REID05	REID'S HERITAGE CONSTRUCTION	H	0.00	0.00	0.00	0.00	8,455.79	8,455.79
RELI30	RELIANCE CONSTRUCTION TORONTO INC.	H	0.00	0.00	0.00	186,549.02	10,810.32	197,359.34
RINO02	RINOMATO CONSTRUCTION	Y-17758-JD	0.00	0.00	0.00	0.00	-24,470.15	-24,470.15
ROYA20	ROYALTON HOMES INC.	LW/Off	0.00	0.00	0.00	0.00	16,382.70	16,382.70
ROYE02	ROYAL 7 DEVELOPMENTS LTD	H	0.00	0.00	0.00	0.00	29,848.95	29,848.95

23,481,210

BAYC03	1556614 ONTARIO LIMITED	L	0.00	117,598.47	39,922.90	3,751.90	29,724.15	190,997.42		
National Account Total (BAYCLIFFE):			0.00	117,598.47	39,922.90	3,751.90	29,724.15	190,997.42	1	National Account Total (BAYCLIFFE): 190,997
National Account: BAYVIEW WELL										
BAYV16	ALCONA CAPITAL PROPERTIES INC.	L	0.00	0.00	0.00	0.00	80,730.43	80,730.43		
BAYV18	BRADFORD EAST DEVELOPMENTS INC.	L	0.00	0.00	32,000.47	17,728.57	304,672.43	354,401.47		
National Account Total (BAYVIEW WELL):			0.00	0.00	32,000.47	17,728.57	385,402.86	435,131.90	1	National Account Total (BAYVIEW WELL): 435,132
National Account: BEST DEVELOP										
THRE01	THREE LAKES DEVELOPMENT INC.	L	0.00	51,989.49	0.00	0.00	0.00	51,989.49		
National Account Total (BEST DEVELOP):			0.00	51,989.49	0.00	0.00	0.00	51,989.49	1	National Account Total (BEST DEVELOP): 51,989
National Account: BGS HOMES										
BGSH67	2029547 ONTARIO LTD	Y-18813	0.00	0.00	0.00	0.00	223.60	223.60		
BGSH69	2029547 ONTARIO LTD	Y-18841	0.00	0.00	0.00	0.00	828.20	828.20		
BGSH70	BGS HOMES	Y-18866	0.00	0.00	0.00	4,092.08	0.00	4,092.08		
BGSH71	BGS HOMES	Y-18867	0.00	0.00	0.00	3,986.48	0.00	3,986.48		
BGSH72	BGS HOMES	Y-18868	0.00	0.00	0.00	3,775.98	0.00	3,775.98		
BGSH73	1087086 ONTARIO INC.	Y-18860	0.00	0.00	0.00	3,726.54	0.00	3,726.54		
BGSH74	1087086 ONTARIO INC.	Y-18861	0.00	0.00	0.00	3,726.54	0.00	3,726.54		
BGSH75	1087086 ONTARIO INC.	Y-18862	0.00	0.00	0.00	3,787.31	0.00	3,787.31		
BGSH76	2029547 ONTARIO LTD	Y-18844	0.00	2,340.23	0.00	0.00	0.00	2,340.23		
BGSH77	1087086 ONTARIO INC.	Y-18859	0.00	0.00	0.00	367.70	0.00	367.70		
BGSH78	1087086 ONTARIO INC.	Y-18863	0.00	0.00	0.00	377.30	0.00	377.30		
BGSH79	1087086 ONTARIO INC.	Y-18864	0.00	0.00	0.00	377.30	0.00	377.30		
BGSH80	1087086 ONTARIO INC.	Y-18865	0.00	0.00	0.00	4,197.95	0.00	4,197.95		
BGSH81	2029547 ONTARIO LTD.	Y-18878	0.00	0.00	2,152.65	5,176.53	0.00	7,329.18		
BGSH82	2029547 ONTARIO LTD.	Y-18879	0.00	638.45	4,317.73	0.00	0.00	4,956.18		
BGSH83	2029547 ONTARIO LTD.	Y-18845	0.00	0.00	9,041.13	0.00	0.00	9,041.13		
BGSH84	2029547 ONTARIO LTD.	Y-18846	0.00	1,865.63	6,981.14	0.00	0.00	8,846.77		
BGSH85	2029547 ONTARIO LTD.	Y-18847	0.00	1,840.77	635.10	0.00	0.00	2,475.87		
BGSH86	2029547 ONTARIO LTD.	Y-18898	0.00	6,587.90	0.00	0.00	0.00	6,587.90		
National Account Total (BGS HOMES):			0.00	13,272.98	23,127.75	33,591.71	1,051.80	71,044.24	1	National Account Total (BGS HOMES): 71,044
National Account: BIDDINGTON										
BIDD02	BIDDINGTON HOMES LAKESHORE INC.	L	0.00	3,469.55	14,163.19	12,419.83	36,118.20	66,170.77		
National Account Total (BIDDINGTON):			0.00	3,469.55	14,163.19	12,419.83	36,118.20	66,170.77	1	National Account Total (BIDDINGTON): 66,171
National Account: BIRD CONSTR										
CONC01	BIRD CONSTRUCTION GROUP	HW/Off	0.00	0.00	0.00	0.00	781.73	781.73		
National Account Total (BIRD CONSTR):			0.00	0.00	0.00	0.00	781.73	781.73	1	National Account Total (BIRD CONSTR): 782
National Account: BRANTHAVEN										
BRAN03	Branthaven Belmont Pinebush Inc.	L	0.00	-90.40	0.00	0.00	13,097.72	13,007.32		
National Account Total (BRANTHAVEN):			0.00	-90.40	0.00	0.00	13,097.72	13,007.32	1	National Account Total (BRANTHAVEN): 13,007
National Account: BRIARWOOD										
BRIA02	BRIARWOOD (ANGUS) LTD.	L	0.00	0.00	0.00	0.00	3,099.04	3,099.04		
National Account Total (BRIARWOOD):			0.00	0.00	0.00	0.00	3,099.04	3,099.04	1	National Account Total (BRIARWOOD): 3,099
National Account: BROMONT										
BROM14	BROMONT HOMES	L	0.00	0.00	431.26	1,446.63	74,918.31	76,796.20		
National Account Total (BROMONT):			0.00	0.00	431.26	1,446.63	74,918.31	76,796.20	1	National Account Total (BROMONT): 76,796
National Account: BROOKFIELD										
BROC02	CDF ROEHAMPTON LP	HW/Off	0.00	0.00	0.00	0.00	1,032.48	1,032.48		
BROO03	Brookfield Residential - Woodhaven Aurora	L	0.00	0.00	0.00	0.00	-17,145.78	-17,145.78		
National Account Total (BROOKFIELD):			0.00	0.00	0.00	0.00	-16,113.30	-16,113.30	1	National Account Total (BROOKFIELD): - 16,113
National Account: CACHET HOMES										
CACH02	CACHET DEVELOPMENT (BRANTFORD) INC.	L	0.00	0.00	0.00	0.00	12,170.96	12,170.96		
National Account Total (CACHET HOMES):			0.00	0.00	0.00	0.00	12,170.96	12,170.96	1	National Account Total (CACHET HOMES): 12,171
National Account: CALEXICO										
GREW01	CALEXICO HOLDING	L	0.00	0.00	0.00	0.00	99,553.00	99,553.00		
National Account Total (CALEXICO):			0.00	0.00	0.00	0.00	99,553.00	99,553.00	1	National Account Total (CALEXICO): 99,553
National Account: CALIBREX DEV										
CALI01	BIG SKY SIMCOE LTD PARTNERSHIP	L	0.00	0.00	0.00	12,123.77	538,375.67	550,499.44		
CALI02	BAYSIDE DEVELOPMENT GROUP INC.	L	0.00	0.00	19,081.18	18,292.04	102,849.27	140,222.49		
National Account Total (CALIBREX DEV):			0.00	0.00	19,081.18	30,415.81	641,224.94	690,721.93	1	National Account Total (CALIBREX DEV): 690,722

National Account:	CAPITAL DEV												
CLAR03	15 TO 21 HOMES DEVELOPMENT INC.	H	0.00	0.00	0.00	0.00	123,554.02	123,554.02					
National Account Total (CAPITAL DEV):			0.00	0.00	0.00	0.00	123,554.02	123,554.02	1	National Account Total (CAPITAL DEV):	123,554		
National Account:	CARRINGWOOD												
CARR02	HILLVIEW ESTATES LTD.	L	0.00	210,904.33	0.00	0.00	25,574.16	236,478.49					
National Account Total (CARRINGWOOD):			0.00	210,904.33	0.00	0.00	25,574.16	236,478.49	1	National Account Total (CARRINGWOOD):	236,478		
National Account:	CASTLE MANOR												
CASM01	RAINBOW HEIGHTS ESTATES INC.	L	0.00	17,138.71	25,251.55	3,279.26	3,279.26	48,948.78					
National Account Total (CASTLE MANOR):			0.00	17,138.71	25,251.55	3,279.26	3,279.26	48,948.78	1	National Account Total (CASTLE MANOR):	48,949		
National Account:	CASTLERIDGE												
CAST09	GLENBROOK ESTATES INC.	L	0.00	261,892.20	69,530.03	0.00	0.00	331,422.23					
National Account Total (CASTLERIDGE):			0.00	261,892.20	69,530.03	0.00	0.00	331,422.23	1	National Account Total (CASTLERIDGE):	331,422		
National Account:	CENTREVILLE												
CENT05	ELLESMERE JOINT VENTURE	LW/Off	0.00	0.00	0.00	0.00	36,894.06	36,894.06					
National Account Total (CENTREVILLE):			0.00	0.00	0.00	0.00	36,894.06	36,894.06	1	National Account Total (CENTREVILLE):	36,894		
National Account:	CENTURION												
CENT07	CENTURION HOMES (SUNNIDALE 2021) CON	L	0.00	26,122.21	0.00	0.00	0.00	26,122.21					
National Account Total (CENTURION):			0.00	26,122.21	0.00	0.00	0.00	26,122.21	1	National Account Total (CENTURION):	26,122		
National Account:	CHESTNUTHILL												
CHES53	CHESTNUT HILL DEVELOPMENTS	H	0.00	0.00	0.00	0.00	621.50	621.50					
CHES54	GREYROCK COMMERCIAL CONSTRUCTION	L	0.00	0.00	0.00	0.00	11,150.72	11,150.72					
CHES56	UNIVERSAL CITY TWO DEVELOPMENTS INC	H	0.00	0.00	110,529.06	0.00	0.00	110,529.06					
CITI02	UNIVERSAL CITY ONE DEVELOPMENTS INC	H	0.00	124,277.08	0.00	9,085.65	52,532.50	185,895.23					
CITI03	KINGSMEN (LAKESHORE) INC.	H	0.00	13,163.94	26,110.52	64,275.53	69,064.47	172,614.46					
National Account Total (CHESTNUTHILL):			0.00	137,441.02	136,639.58	73,361.18	133,369.19	480,810.97	1	National Account Total (CHESTNUTHILL):	480,811		
National Account:	CITI-CORE												
CITI04	ONTARI HOLDINGS LTD. and 88 QUEEN FITZI	H	0.00	268,515.45	0.00	0.00	0.00	268,515.45					
National Account Total (CITI-CORE):			0.00	268,515.45	0.00	0.00	0.00	268,515.45	1	National Account Total (CITI-CORE):	268,515		
National Account:	CITY PARK												
CITY12	CITYPARK (OLD BARBER) HOMES INC.	L	0.00	2,203.50	3,503.00	31,767.13	0.00	37,473.63					
CITY15	CENTRAL BY CITY PARK HOMES INC.	L	0.00	-11,630.53	0.00	0.00	48,440.97	36,810.44					
National Account Total (CITY PARK):			0.00	-9,427.03	3,503.00	31,767.13	48,440.97	74,284.07	1	National Account Total (CITY PARK):	74,284		
National Account:	COLLECDEV												
COLL02	TIPPETT SOUTH INC.	H	0.00	288,822.35	0.00	0.00	0.00	288,822.35					
National Account Total (COLLECDEV):			0.00	288,822.35	0.00	0.00	0.00	288,822.35	1	National Account Total (COLLECDEV):	288,822		
National Account:	CONCORDPACIF												
CRES14	The Clover on Yonge Limited Partnership	H	0.00	0.00	0.00	0.00	10,882.76	10,882.76					
National Account Total (CONCORDPACIF):			0.00	0.00	0.00	0.00	10,882.76	10,882.76	1	National Account Total (CONCORDPACIF):	10,883		
National Account:	CONSERVATORY												
CONC05	BIRD CONSTRUCTION GROUP	H	0.00	0.00	0.00	0.00	19,325.27	19,325.27					
CONS05	Holybar High Rise Developments, Ltd.	HW/Off	0.00	0.00	0.00	0.00	5,684.29	5,684.29					
CONS30	B MAJOR HOMES (ONTARIO) INC.	H	0.00	0.00	0.00	0.00	6,522.09	6,522.09					
National Account Total (CONSERVATORY):			0.00	0.00	0.00	0.00	31,531.65	31,531.65	1	National Account Total (CONSERVATORY):	31,532		
National Account:	CORAM												
MARA01	SCONE DEVELOPMENTS INC.	L	0.00	62,410.18	32,795.03	70,422.50	13,000.05	178,627.76					
National Account Total (CORAM):			0.00	62,410.18	32,795.03	70,422.50	13,000.05	178,627.76	1	National Account Total (CORAM):	178,628		
National Account:	CORTEL GROUP												
CORT01	Royal 7 Developments, Ltd.	H	0.00	0.00	0.00	0.00	4,208.85	4,208.85					
CORT10	TRAFALGAR HEIGHTS INC	H	0.00	2,098.41	4,215.58	0.00	896.66	7,210.65					
CORT11	TRAFALGAR HEIGHTS INC	H	0.00	50,368.39	4,254.12	114,473.53	18,497.59	187,593.63					
National Account Total (CORTEL GROUP):			0.00	52,466.80	8,469.70	114,473.53	23,603.10	199,013.13	1	National Account Total (CORTEL GROUP):	199,013		
National Account:	COUNTRYGLEN												
COUN51	ZAPH DEVELOPMENTS (NIAGARA) INC.	LW/Off	0.00	0.00	0.00	10,044.43	5,000.00	15,044.43					
National Account Total (COUNTRYGLEN):			0.00	0.00	0.00	10,044.43	5,000.00	15,044.43	1	National Account Total (COUNTRYGLEN):	15,044		
National Account:	COUNTRYWIDE												
CWID09	Countrywide Homes at Bradford Inc.	L	0.00	1,415.77	0.00	0.00	0.00	1,415.77					

CWID21	COUNTRYWIDE HOMES AT NEWMARKET IN	L	0.00	-1,376.34	25,722.42	82,192.59	128,824.65	235,363.32		
CWID22	COUNTRY WIDE HOMES HARMONY OPERA	L	0.00	1,273.24	0.00	558.43	151,013.60	152,845.27		
CWID23	COUNTRYWIDE HOMES AT COUNTRYSIDE V	L	0.00	0.00	19,260.57	0.00	645.01	19,905.58		
CWID27	Countrywide Homes at King South Inc.	L	0.00	0.00	60,630.32	43,605.63	50,900.33	155,136.28		
CWID28	COUNTRY WIDE HOMES CALEDON INC.	YW/Off-18830	0.00	0.00	0.00	0.00	1,364.48	1,364.48		
National Account Total (COUNTRYWIDE):			0.00	1,312.67	105,613.31	126,356.65	332,748.07	566,030.70	1	National Account Total (COUNTRYWIDE): 566,031
National Account: CRESFORD										
CRES03	CRESFORD DEVELOPMENTS	HLegal	0.00	0.00	0.00	0.00	-6,356.22	-6,356.22		
CRES06	VOX Limited Partnership	HLegal	0.00	0.00	0.00	0.00	60,765.76	60,765.76		
CRES08	CRESFORD DEVELOPMENTS	HLegal	0.00	0.00	0.00	0.00	73,028.94	73,028.94		
National Account Total (CRESFORD):			0.00	0.00	0.00	0.00	127,438.48	127,438.48	1	National Account Total (CRESFORD): 127,438
National Account: CRYSTAL GLEN										
CRYS13	CRYSTAL GLEN HOMES	YB/O-17760-AP	0.00	0.00	0.00	0.00	90,400.00	90,400.00		
CRYS14	CRYSTAL GLEN HOMES	YB/O-8774-AP	0.00	0.00	0.00	0.00	40,866.45	40,866.45		
SECO01	CRYSTAL GLEN HOMES	LB/O	0.00	0.00	0.00	0.00	-12,914.65	-12,914.65		
SECSTE	STEPHEN SACCOCIA JR	RB/O	0.00	0.00	0.00	0.00	174,899.14	174,899.14		
National Account Total (CRYSTAL GLEN):			0.00	0.00	0.00	0.00	293,250.94	293,250.94	1	National Account Total (CRYSTAL GLEN): 293,251
National Account: CRYSTAL HOME										
CRYS22	CRYSTAL HOMES (PARIS) CORPORATION	L-18713	0.00	113,132.21	3,074.28	0.00	24,033.97	140,240.46		
National Account Total (CRYSTAL HOME):			0.00	113,132.21	3,074.28	0.00	24,033.97	140,240.46	1	National Account Total (CRYSTAL HOME): 140,240
National Account: DANIELS										
DANE02	Chartwell c/o Daniels Gateway	Y-18567	0.00	0.00	0.00	0.00	-440.70	-440.70		
DANE31	DANIELS GATEWAY (SERVICE)	Y-18824	0.00	0.00	0.00	0.00	3,380.96	3,380.96		
DANE34	DANIELS GATEWAY (SERVICE)	Y-18836	0.00	0.00	0.00	0.00	1,339.05	1,339.05		
DANE45	THE ANNEX RENTAL PROPERTY	Y-18886	0.00	4,107.55	0.00	0.00	0.00	4,107.55		
DANE48	ERIN CENTRE VILLAGE RENTAL PROPERTY	Y-18905	0.00	1,864.50	0.00	0.00	0.00	1,864.50		
DANE49	FIRST HOME BRAMPTON RENTAL PROPERT	Y-18609	0.00	791.00	0.00	0.00	0.00	791.00		
DANE50	THE ANNEX RENTAL PROPERTY	Y-18893	0.00	2,926.70	0.00	0.00	0.00	2,926.70		
DANE51	HEARTLAND 81 RENTAL PROPERTY	Y-18912	0.00	2,491.65	0.00	0.00	0.00	2,491.65		
DANI09	DANIELS HR CORPORATION	H	0.00	0.00	0.00	0.00	508.50	508.50		
DANI33	DANIELS HR CORPORATION	H	0.00	0.00	0.00	0.00	46,075.18	46,075.18		
DANS94	DANIELS LR CORPORATION	L	0.00	864.45	288.15	-1,572.59	-2,600.35	-3,020.34		
National Account Total (DANIELS):			0.00	13,045.85	288.15	-1,572.59	48,262.64	60,024.05	1	National Account Total (DANIELS): 60,024
National Account: DAWN VICTOR										
DAWN10	Basingstoke Enterprise Ltd.	L	0.00	0.00	0.00	0.00	-920.95	-920.95		
National Account Total (DAWN VICTOR):			0.00	0.00	0.00	0.00	-920.95	-920.95	1	National Account Total (DAWN VICTOR): - 921
National Account: DECO										
DECO08	Deco Homes (Richmond Hill) Inc.	L	0.00	0.00	0.00	0.00	-217.93	-217.93		
National Account Total (DECO):			0.00	0.00	0.00	0.00	-217.93	-217.93	1	National Account Total (DECO): - 218
National Account: DEVRON DEV										
DEVRO2	DEVRON (YS) LTD.	H	0.00	120,868.15	0.00	0.00	19,574.43	140,442.58		
National Account Total (DEVRON DEV):			0.00	120,868.15	0.00	0.00	19,574.43	140,442.58	1	National Account Total (DEVRON DEV): 140,443
National Account: DIMANOR HOME										
DIMA01	Dimanor Homes Ltd	L	0.00	3,713.75	0.00	24,983.34	179,923.32	208,620.41		
National Account Total (DIMANOR HOME):			0.00	3,713.75	0.00	24,983.34	179,923.32	208,620.41	1	National Account Total (DIMANOR HOME): 208,620
National Account: DM DEVELOP										
DMDE02	DREAM PROJECT MANAGEMENT	YLegal	0.00	0.00	0.00	0.00	3,491.70	3,491.70		
National Account Total (DM DEVELOP):			0.00	0.00	0.00	0.00	3,491.70	3,491.70	1	National Account Total (DM DEVELOP): 3,492
National Account: DREAMLAND										
DREA79	Dreamland Homes Orillia Ltd	L	0.00	10,849.13	0.00	0.00	0.00	10,849.13		
National Account Total (DREAMLAND):			0.00	10,849.13	0.00	0.00	0.00	10,849.13	1	National Account Total (DREAMLAND): 10,849
National Account: DSV BUILDING										
DSVG02	Worsley Dream Roncesvalles Limited Partnerst	H	0.00	2,825.00	0.00	0.00	37,290.00	40,115.00		
National Account Total (DSV BUILDING):			0.00	2,825.00	0.00	0.00	37,290.00	40,115.00	1	National Account Total (DSV BUILDING): 40,115
National Account: DUNPAR										
DUNP09	1672736 Ontario Inc	LLegal	0.00	0.00	0.00	0.00	671,696.37	671,696.37		
National Account Total (DUNPAR):			0.00	0.00	0.00	0.00	671,696.37	671,696.37	1	National Account Total (DUNPAR): 671,696

National Account:		ELM DEV							
ELMD10	ELM WASAGA BEACH (2016) INC.	L	0.00	67,180.57	88,610.08	64,625.83	16,165.83	236,582.31	
ELMD11	2317676 ONTARIO INC.	Y-18812	0.00	0.00	0.00	0.00	4,113.20	4,113.20	
ELMD25	Elm - Thornhill Woods (2013), Inc.	LB/O	0.00	0.00	0.00	0.00	100,000.00	100,000.00	
OLDE01	O & L DEVELOPMENTS	LB/O	0.00	0.00	0.00	0.00	64,692.50	64,692.50	
National Account Total (ELM DEV):			0.00	67,180.57	88,610.08	64,625.83	184,971.53	405,388.01	
National Account:		EMPIRE							
EMPI22	EMPIRE COMMUNITIES (2183 LAKESHORE E	H	0.00	0.00	0.00	0.00	4,658.77	4,658.77	
EMPI24	RED HILL ESTATES LTD	L	0.00	0.00	0.00	0.00	2,974.39	2,974.39	
EMPI25	BRANTFORD COMMUNITIES LTD	L	0.00	0.00	544.03	0.00	0.00	544.03	
EMPI26	EMPIRE COMMUNITIES (1603 EGLINTON) LTI	H	0.00	0.00	0.00	0.00	2,434.58	2,434.58	
EMPI27	LEGACY COMMUNITIES (THOROLD) INC.	LW/Off	0.00	0.00	0.00	0.00	8,926.57	8,926.57	
EMPI32	MANITOBA STREET RESIDENCES INC.	H	0.00	2,373.93	0.00	0.00	0.00	2,373.93	
EMPI33	GP EMPIRE COMMUNITIES (NIAGARA) LTD.	LW/Off	0.00	0.00	131.00	0.00	2,688.28	2,819.28	
EMPI34	Red Hill Estates Ltd	LW/Off	0.00	0.00	0.00	0.00	823.78	823.78	
EMPI45	321 KING STREET RESIDENCE INC.	H	0.00	52,079.68	39,234.31	0.00	0.00	91,313.99	
EMPI64	BRANTFORD COMMUNITIES LTD.	LW/Off	0.00	0.00	0.00	0.00	848.07	848.07	
EMPI65	BRANTFORD COMMUNITIES LTD.	LW/Off	0.00	0.00	0.00	0.00	5,351.06	5,351.06	
EMPI66	ECRM LUNDY'S HOMES LTD	L	0.00	0.00	0.00	0.00	282.50	282.50	
EMPI67	MCCLUNG ESTATES LTD.	LW/Off	0.00	0.00	0.00	0.00	2,117.62	2,117.62	
National Account Total (EMPIRE):			0.00	54,453.61	39,909.34	0.00	31,105.62	125,468.57	
National Account:		ESQUIRE							
ESQU23	GARDEN STREET DEVELOPMENTS INC.	L	0.00	41,881.19	27,290.63	25,817.11	0.00	94,988.93	
ESQU24	MNR INVESTMENTS INC.	L	0.00	38,485.54	0.00	56,668.26	0.00	95,153.80	
National Account Total (ESQUIRE):			0.00	80,366.73	27,290.63	82,485.37	0.00	190,142.73	
National Account:		FERNBROOK							
FERN13	Fernbrook Homes (Innisfil 1) Construction Limit	LW/Off	0.00	0.00	0.00	0.00	4,096.25	4,096.25	
FERN15	Fernbrook Homes (Seven Oak) Construction Lir	L	0.00	0.00	0.00	0.00	-395.50	-395.50	
FERN24	FERNBROOK HOMES (MAIN ST) CONSTRUC	HW/Off	0.00	0.00	0.00	0.00	779.36	779.36	
FERN26	FERNBROOK HOMES (SEVEN OAKS 2017)	L	0.00	0.00	0.00	0.00	197.75	197.75	
FERN29	FERNRIDGE ESTATES CONSTRUCTION INC.	L	0.00	0.00	0.00	0.00	480.25	480.25	
FERN32	Birchcove Construction Inc.	L	0.00	0.00	0.00	0.00	163.85	163.85	
FERN36	D'OR PARTNERSHIP	H	0.00	169,040.18	180,154.44	9,832.13	0.00	359,026.75	
FERN37	FERNBROOK HOMES (MCLAUGHLIN ONE)	L	0.00	32,364.33	0.00	0.00	0.00	32,364.33	
FERN38	FERNBROOK HOMES(MAPLEVIEW) CONSTF	L	0.00	7,013.91	2,698.44	0.00	4,134.67	13,847.02	
FERN39	ASHLEN CONSTRUCTION INC.	L	0.00	7,187.93	0.00	2,862.29	0.00	10,050.22	
FERN41	FERNBROOK HOMES (INNISFIL) CONSTRUC	L	0.00	25,891.69	2,980.94	0.00	1,531.15	30,403.78	
FERN45	CLOUDHAVEN CONSTRUCTION INC	L	0.00	63,886.81	0.00	0.00	0.00	63,886.81	
FERN46	FERNBROOK HOMES (SUNNIDALE 2021) CO	L	0.00	12,974.66	0.00	0.00	0.00	12,974.66	
National Account Total (FERNBROOK):			0.00	318,359.51	185,833.82	12,694.42	10,987.78	527,875.53	
National Account:		FIELDGATE							
FIEL02	Fieldgate Construction Management Inc.	L	0.00	0.00	1,153.53	0.00	0.00	1,153.53	
FIEL03	QUEEN LESLIE DEVELOPMENTS LTD.	H	0.00	61,477.78	147.58	0.00	0.00	61,625.36	
National Account Total (FIELDGATE):			0.00	61,477.78	1,301.11	0.00	0.00	62,778.89	
National Account:		FIFTH AVENUE							
FIFT08	FIFTH AVENUE HOMES	LW/Off	0.00	0.00	0.00	0.00	20,466.45	20,466.45	
National Account Total (FIFTH AVENUE):			0.00	0.00	0.00	0.00	20,466.45	20,466.45	
National Account:		FITZROVIA							
FITZ02	390 DUFFERIN GP INC. AS A GENERAL PAR	H	0.00	0.00	0.00	0.00	8,475.00	8,475.00	
National Account Total (FITZROVIA):			0.00	0.00	0.00	0.00	8,475.00	8,475.00	
National Account:		FLATO DEV							
FLAT03	Golf Course Community Two Inc.	L-18832	0.00	0.00	0.00	0.00	115,715.39	115,715.39	
National Account Total (FLATO DEV):			0.00	0.00	0.00	0.00	115,715.39	115,715.39	
National Account:		FRAM							
FRAM04	FRAM CONSTRUCTION MANAGEMENT INC.	H	0.00	125,968.89	0.00	0.00	0.00	125,968.89	
National Account Total (FRAM):			0.00	125,968.89	0.00	0.00	0.00	125,968.89	
National Account:		FREED							
FIRS06	346 Davenport (Yorkville) Development Limited	H	0.00	233,868.00	187,524.86	52,123.28	229,470.01	702,986.15	
National Account Total (FREED):			0.00	233,868.00	187,524.86	52,123.28	229,470.01	702,986.15	
National Account:		FUSIONCORP							

FUSI02	SUNRISE GATE (KINGSTON) LTD.	H	0.00	6,310.91	28,113.51	6,864.75	174,962.40	216,251.57		
National Account Total (FUSIONCORP):			0.00	6,310.91	28,113.51	6,864.75	174,962.40	216,251.57	1	National Account Total (FUSIONCORP): 216,252
National Account: GERANIUM										
GERA07	HIGHLAND GATE DEVELOPMENTS INC.	L	0.00	0.00	0.00	0.00	31,057.06	31,057.06		
GERA10	WOODVIEW HOME CONSTRUCTION INC.	L	0.00	8,351.36	0.00	0.00	0.00	8,351.36		
GERA14	PERRY PINES DEVELOPMENT INC.	L	0.00	84,977.13	71,640.71	91,007.94	28,770.89	276,396.67		
GERA15	HIGHLAND GATE DEVELOPMENT INC.	L	0.00	314,169.22	239,468.19	186,136.53	105,855.57	845,629.51		
GERA16	ALTONA HOME CONSTRUCTION INC.	L	0.00	15,203.58	34,778.75	30,319.60	9,792.76	90,094.69		
National Account Total (GERANIUM):			0.00	422,701.29	345,887.65	307,464.07	175,476.28	1,251,529.29	1	National Account Total (GERANIUM): 1,251,529
National Account: GRAYWOOD DEV										
GRAY04	SCOUT CONDOS LIMITED PARTNERSHIP	H	0.00	272,971.10	2,322.15	0.00	61,395.11	336,688.36		
GRAY05	PETER ADELAIDE LIMITED PARTNERSHIP	H	0.00	92,859.22	0.00	0.00	0.00	92,859.22		
GRAY06	VMC CONDOS LTD. PARTNERSHIP	Y-18810	0.00	67,800.00	0.00	0.00	0.00	67,800.00		
National Account Total (GRAYWOOD DEV):			0.00	433,630.32	2,322.15	0.00	61,395.11	497,347.58	1	National Account Total (GRAYWOOD DEV): 497,348
National Account: GREAT GULF										
GRE17	2426483 Ontario Limited	H-GGulf	0.00	0.00	0.00	0.00	1,714.89	1,714.89		
GRE29	RVLP PROPERTY LTD	H-JD	0.00	0.00	0.00	0.00	8,148.43	8,148.43		
National Account Total (GREAT GULF):			0.00	0.00	0.00	0.00	9,863.32	9,863.32	1	National Account Total (GREAT GULF): 9,863
National Account: HABITAT										
HAB10	HABITAT FOR HUMANITY GREATER TORONTO	L	0.00	0.00	0.00	0.00	4,453.08	4,453.08		
National Account Total (HABITAT):			0.00	0.00	0.00	0.00	4,453.08	4,453.08	1	National Account Total (HABITAT): 4,453
National Account: HONEYFIELD										
HONE04	Ravensfield Construction Ltd.	L	0.00	13,190.49	78,871.16	31,474.91	60,133.57	183,670.13		
National Account Total (HONEYFIELD):			0.00	13,190.49	78,871.16	31,474.91	60,133.57	183,670.13	1	National Account Total (HONEYFIELD): 183,670
National Account: HOWLAND GREE										
HOWL05	HOWLAND GREEN (Bronte West) Ltd.	H	0.00	0.00	0.00	0.00	404.44	404.44		
National Account Total (HOWLAND GREE):			0.00	0.00	0.00	0.00	404.44	404.44	1	National Account Total (HOWLAND GREE): 404
National Account: INSOHO DEV.										
DANM07	WARDEN BIRCH PROPERTIES	L	0.00	0.00	0.00	0.00	-3,126.24	-3,126.24		
National Account Total (INSOHO DEV.):			0.00	0.00	0.00	0.00	-3,126.24	-3,126.24	1	National Account Total (INSOHO DEV.): - 3,126
National Account: KAITLIN										
KAIT11	PENTACO HOLDINGS LTD.	L	0.00	0.00	0.00	0.00	1,181.34	1,181.34		
KAIT18	1378026 ONTARIO INC.	L	0.00	0.00	0.00	52,257.70	50,109.87	102,367.57		
KAIT24	MODO BOWMANVILLE TOWNS LTD.	L	0.00	6,166.41	1,273.25	2,023.80	9,453.29	18,916.75		
KAIT27	BOWMANVILLE LAKEBREEZE EAST VILLAGI	L	0.00	8,046.73	2,111.97	0.00	5,648.89	15,807.59		
National Account Total (KAITLIN):			0.00	14,213.14	3,385.22	54,281.50	66,393.39	138,273.25	1	National Account Total (KAITLIN): 138,273
National Account: KETTLEBECK										
KETT04	2392751 Ontario Limited	L-18880	0.00	8,113.40	3,146.37	7,663.31	0.00	18,923.08		
National Account Total (KETTLEBECK):			0.00	8,113.40	3,146.37	7,663.31	0.00	18,923.08	1	National Account Total (KETTLEBECK): 18,923
National Account: KINGSMEN GRP										
KING14	LINDSAY 2017 DEVELOPMENTS INC.	L	0.00	90,931.94	41,933.17	0.00	0.00	132,865.11		
National Account Total (KINGSMEN GRP):			0.00	90,931.94	41,933.17	0.00	0.00	132,865.11	1	National Account Total (KINGSMEN GRP): 132,865
National Account: KINGWOOD HOM										
KINR02	KAYAK URBAN TOWNS LTD.	L	0.00	0.00	0.00	0.00	-1,274.70	-1,274.70		
KINR04	KINGWOOD RIVERSIDE TOWNS LTD.	L	0.00	0.00	2,856.64	0.00	43,511.71	46,368.35		
National Account Total (KINGWOOD HOM):			0.00	0.00	2,856.64	0.00	42,237.01	45,093.65	1	National Account Total (KINGWOOD HOM): 45,094
National Account: LAKEVIEW										
LAKE03	Lakeview Homes (Glenway) Inc. 5350	LW/Off	0.00	0.00	0.00	0.00	10,040.05	10,040.05		
LAKE09	Lakeview-Tricap Homes (Queensville) Inc. 2424	L	0.00	27,626.76	0.00	481.92	6,846.70	34,955.38		
LAKE21	LAKEVIEW-TRICAP HOMES (QUEENSVILLE)	L	0.00	10,021.69	0.00	8,198.45	5,673.12	23,893.26		
LAKE22	LAKEVIEW HOMES (RIVERSTONE) CORP.	L	0.00	5,052.23	0.00	9,025.94	0.00	14,078.17		
National Account Total (LAKEVIEW):			0.00	42,700.68	0.00	17,706.31	22,559.87	82,966.86	1	National Account Total (LAKEVIEW): 82,967
National Account: LANCASTER										
LANC16	LH (Niagara) Ltd.	L	0.00	0.00	0.00	0.00	48,357.63	48,357.63		
LANC25	LH (WASAGA) LTD.	L- 18779	0.00	0.00	7.91	50,289.07	68,501.14	118,798.12		
National Account Total (LANCASTER):			0.00	0.00	7.91	50,289.07	116,858.77	167,155.75	1	National Account Total (LANCASTER): 167,156
National Account: LANDEN HOMES										
LAND10	Landen Homes Churchlea Inc.	LW/Off	0.00	0.00	0.00	0.00	649.72	649.72		

MENK14	RESIDENCES AT SUGAR WHARF LTD.	H	0.00	61,894.39	105,493.40	3,063.75	1,125.76	171,577.30		
MENK16	LAKE & TOWN HOMES INC.	L	0.00	0.00	0.00	0.00	277,790.30	277,790.30		
MENK18	MOBILIO HOMES LTD.	L	0.00	0.00	0.00	0.00	63,167.00	63,167.00		
MENK22	in.DE Residences Inc.	H	0.00	0.00	0.00	0.00	1,972.42	1,972.42		
National Account Total (MENKES):			0.00	61,894.39	105,493.40	3,063.75	344,055.48	514,507.02	1	National Account Total (MENKES): 514,507
National Account: METROPIA										
METR14	NEW LAWRENCE HEIGHTS 1 INC.	L	0.00	0.00	0.00	0.00	52,640.04	52,640.04		
National Account Total (METROPIA):			0.00	0.00	0.00	0.00	52,640.04	52,640.04	1	National Account Total (METROPIA): 52,640
National Account: MIKMADA										
MIKM06	Mikmada Homes Inc.	L	0.00	13,937.81	0.00	8,895.36	615.57	23,448.74		
National Account Total (MIKMADA):			0.00	13,937.81	0.00	8,895.36	615.57	23,448.74	1	National Account Total (MIKMADA): 23,449
National Account: MINTO										
MINT24	MINTO COMMUNITIES	LW/Off	0.00	0.00	0.00	0.00	1,130.00	1,130.00		
MINT29	Minto (Rossland) Inc.	L	0.00	0.00	0.00	0.00	8,650.17	8,650.17		
MINT42	METROPIA MINTO (SIXTEENTH) HOLDINGS II	L	0.00	0.00	0.00	0.00	45,700.61	45,700.61		
MINT44	Minto Communities	L	0.00	44,104.76	98,476.74	9,528.29	6,926.46	159,036.25		
National Account Total (MINTO):			0.00	44,104.76	98,476.74	9,528.29	62,407.24	214,517.03	1	National Account Total (MINTO): 214,517
National Account: MONDIALE										
MOND07	Mondiale Development Limited	H	0.00	1,073.50	0.00	0.00	5,418.80	6,492.30		
National Account Total (MONDIALE):			0.00	1,073.50	0.00	0.00	5,418.80	6,492.30	1	National Account Total (MONDIALE): 6,492
National Account: NATIONAL HOM										
NATI08	Queensville Developments Inc.	L	0.00	610.99	0.00	0.00	536.75	1,147.74		
NATI10	NATIONAL HOMES (GOREWAY) INC.	L	0.00	48,863.25	11,929.13	74,866.24	48,833.84	184,492.46		
National Account Total (NATIONAL HOM):			0.00	49,474.24	11,929.13	74,866.24	49,370.59	185,640.20	1	National Account Total (NATIONAL HOM): 185,640
National Account: NORTHDRIVE										
ACCE07	NDI (2800 BLOOR STREET WEST) INC.	HW/Off	0.00	0.00	0.00	0.00	7,000.86	7,000.86		
National Account Total (NORTHDRIVE):			0.00	0.00	0.00	0.00	7,000.86	7,000.86	1	National Account Total (NORTHDRIVE): 7,001
National Account: ONNI										
ONNI52	ONNI CONTRACTING (ONTARIO) LTD.	H	0.00	0.00	0.00	0.00	55,637.84	55,637.84		
National Account Total (ONNI):			0.00	0.00	0.00	0.00	55,637.84	55,637.84	1	National Account Total (ONNI): 55,638
National Account: PACE DEV										
PACE06	Mapleview Developments Ltd.	L	0.00	180,949.16	56,790.41	89,838.39	187,333.84	514,911.80		
PACE08	MAPLEVIEW DEVELOPMENTS LTD	L	0.00	108,980.34	0.00	38,079.02	226,808.01	373,867.37		
National Account Total (PACE DEV):			0.00	289,929.50	56,790.41	127,917.41	414,141.85	888,779.17	1	National Account Total (PACE DEV): 888,779
National Account: PHANTOM DEV										
PHAN03	PHANTOM DEVELOPMENTS LIMITED	H	0.00	205,782.75	0.00	34,379.37	0.00	240,162.12		
National Account Total (PHANTOM DEV):			0.00	205,782.75	0.00	34,379.37	0.00	240,162.12	1	National Account Total (PHANTOM DEV): 240,162
National Account: PINE GLEN										
PINE23	PINE GLEN COLBORNE INC	L	0.00	124,599.45	55,510.12	19,694.21	31,217.38	231,021.16		
National Account Total (PINE GLEN):			0.00	124,599.45	55,510.12	19,694.21	31,217.38	231,021.16	1	National Account Total (PINE GLEN): 231,021
National Account: PLAZACORP										
PLAZ14	KING EAST DEVELOPMENTS INC.	L	0.00	0.00	881.40	0.00	237,145.38	238,026.78		
PLAZ60	ISLINGTON CHAUNSEY RESIDENCES CORP	L	0.00	1,712.59	0.00	0.00	0.00	1,712.59		
National Account Total (PLAZACORP):			0.00	1,712.59	881.40	0.00	237,145.38	239,739.37	1	National Account Total (PLAZACORP): 239,739
National Account: PRATT HOMES										
PRAT01	H. HANSEN DEVELOPMENT INC.	L	0.00	0.00	0.00	0.00	40,819.07	40,819.07		
PRAT03	H. HANSEN DEVELOPMENT INC.	L	0.00	0.00	0.00	0.00	312,109.76	312,109.76		
National Account Total (PRATT HOMES):			0.00	0.00	0.00	0.00	352,928.83	352,928.83	1	National Account Total (PRATT HOMES): 352,929
National Account: PRIMONT HOME										
PRIM02	Primont (Bronte Creek) Inc.	L	0.00	0.00	0.00	0.00	8,583.29	8,583.29		
National Account Total (PRIMONT HOME):			0.00	0.00	0.00	0.00	8,583.29	8,583.29	1	National Account Total (PRIMONT HOME): 8,583
National Account: PROPERTYMGMT										
DMIP31	FOREST PARK CIRCLE LTD	R	0.00	1,695.00	0.00	0.00	0.00	1,695.00		
DMIP32	FOREST PARK CIRCLE LTD	R	0.00	1,237.35	0.00	0.00	0.00	1,237.35		
DMIP33	FOREST PARK CIRCLE LTD	R	0.00	1,237.35	0.00	0.00	0.00	1,237.35		
DMIP34	FOREST PARK CIRCLE LTD	R	0.00	1,237.35	0.00	0.00	0.00	1,237.35		
VIA101	VIA 123 APARTMENTS	H	0.00	4,207.33	0.00	0.00	5,873.18	10,080.51		

YORK11	YORKDALE RESIDENCES II INC	H	0.00	0.00	0.00	0.00	485.00	485.00		
National Account Total (PROPERTYMGMT):			0.00	9,614.38	0.00	0.00	6,358.18	15,972.56	1	National Account Total (PROPERTYMGMT): 15,973
National Account:	QUEENSCORP									
QUEE03	Queencorp Reserve LP	LW/Off	0.00	0.00	0.00	0.00	3,055.60	3,055.60		
National Account Total (QUEENSCORP):			0.00	0.00	0.00	0.00	3,055.60	3,055.60	1	National Account Total (QUEENSCORP): 3,056
National Account:	REDBERRY									
REDB03	WILLOW TERRACE ESTATES INC.	L	0.00	0.00	0.00	0.00	4,334.11	4,334.11		
National Account Total (REDBERRY):			0.00	0.00	0.00	0.00	4,334.11	4,334.11	1	National Account Total (REDBERRY): 4,334
National Account:	REFINED REST									
IHIR80	Refined Restoration Group Toronto Ltd.	L	0.00	3,890.03	0.00	0.00	0.00	3,890.03		
National Account Total (REFINED REST):			0.00	3,890.03	0.00	0.00	0.00	3,890.03	1	National Account Total (REFINED REST): 3,890
National Account:	REGAL CREST									
REGA10	RCH SIMCOE HOMES INC.	L	0.00	4,318.86	0.00	0.00	0.00	4,318.86		
REGA11	SEDGEWICK (RCH) HOMES INC.	L	0.00	4,399.09	0.00	0.00	463.75	4,862.84		
National Account Total (REGAL CREST):			0.00	8,717.95	0.00	0.00	463.75	9,181.70	1	National Account Total (REGAL CREST): 9,182
National Account:	REID'S HERIT									
REID03	REID'S HERITAGE HOMES LTD.	LW/Off	0.00	0.00	0.00	0.00	11,822.38	11,822.38		
REID06	REID'S HERITAGE HOMES LTD.	LW/Off	0.00	0.00	0.00	0.00	15,189.36	15,189.36		
National Account Total (REID'S HERIT):			0.00	0.00	0.00	0.00	27,011.74	27,011.74	1	National Account Total (REID'S HERIT): 27,012
National Account:	REMINGTON									
REMI10	Remington Georgetown Inc	L	0.00	0.00	0.00	0.00	-548.05	-548.05		
National Account Total (REMINGTON):			0.00	0.00	0.00	0.00	-548.05	-548.05	1	National Account Total (REMINGTON): - 548
National Account:	RINOMATO									
COUN39	Milton Modern Art Properties Ltd.	Y-18627	0.00	2,916.53	0.00	0.00	0.00	2,916.53		
COUN47	ALCONA COUNTRY PROPERTIES LTD.	L	0.00	0.00	0.00	0.00	37,699.23	37,699.23		
RINO17	RINOMATO CONSTRUCTION INC.	Y-18804	0.00	0.00	0.00	2,710.45	0.00	2,710.45		
National Account Total (RINOMATO):			0.00	2,916.53	0.00	2,710.45	37,699.23	43,326.21	1	National Account Total (RINOMATO): 43,326
National Account:	ROSEHAVEN									
ROSE17	Rosehaven Management Limited	L	0.00	0.00	0.00	12,046.93	18,890.33	30,937.26		
ROSE25	Rosehaven Management Limited	L	0.00	88,781.28	9,803.43	63,254.69	69,853.34	231,692.74		
ROSE26	ROSEBAY CONSTRUCTION INC.	H	0.00	149,406.47	0.00	0.00	5,828.21	155,234.68		
ROSE30	Rosehaven Management Limited	L	0.00	0.00	9,316.85	34,018.65	21,097.69	64,433.19		
National Account Total (ROSEHAVEN):			0.00	238,187.75	19,120.28	109,320.27	115,669.57	482,297.87	1	National Account Total (ROSEHAVEN): 482,298
National Account:	SADDLEBROOK									
SADD01	CHELSEA MAPLE RESIDENCES (PHASE 1) II	H	0.00	0.00	0.00	0.00	-1,039.60	-1,039.60		
SADD04	Friday Harbour Mid-Rise (Phase 2) Inc.	H	0.00	0.00	0.00	0.00	-2,203.50	-2,203.50		
SADD31	ERIN MILLS HIGHRISE (PHASE I) INC.	H	0.00	0.00	0.00	0.00	53,150.89	53,150.89		
SADD32	CHELSEA MAPLE RESIDENCES(PHASE III) II	H	0.00	0.00	0.00	0.00	7,910.00	7,910.00		
National Account Total (SADDLEBROOK):			0.00	0.00	0.00	0.00	57,817.79	57,817.79	1	National Account Total (SADDLEBROOK): 57,818
National Account:	SEQUOIA									
SEQU01	ELGIN HOUSE PROPERTIES LTD.	H	0.00	42,256.35	0.00	0.00	0.00	42,256.35		
National Account Total (SEQUOIA):			0.00	42,256.35	0.00	0.00	0.00	42,256.35	1	National Account Total (SEQUOIA): 42,256
National Account:	SHOWROOM									
AGMB01	AGM BASEMENTS	R	0.00	0.00	0.00	0.00	-800.00	-800.00		
AGMR02	AGM Renovations	R	0.00	0.00	-1,066.52	0.00	0.00	-1,066.52		
AGMR03	AGM RENOVATIONS	R	0.00	1,077.92	0.00	0.00	0.00	1,077.92		
ANDR11	Andrei Sokolski	R-Paul	0.00	0.00	-1,350.00	0.00	0.00	-1,350.00		
ASSA02	LAURA B. ASSAL	R	0.00	0.00	0.00	0.00	-7,000.00	-7,000.00		
BRAS01	BRASS TACKS/NOEHAMMER	R	0.00	0.00	0.00	0.00	-1,211.00	-1,211.00		
BRAS02	BRASS TACKS	R	0.00	0.00	0.00	0.00	-1,455.54	-1,455.54		
BROW04	Neil Brown	R-PAUL	0.00	0.00	0.00	0.00	-724.97	-724.97		
CASH01	CASH SALES	R	0.00	0.00	0.00	0.00	-24,982.50	-24,982.50		
CATH01	Cathryn James	R	0.00	-510.21	0.00	0.00	0.00	-510.21		
CELE01	Celeste Iacobelli	R-Paul	0.00	-2,886.50	0.00	0.00	-20,315.00	-23,201.50		
EMIL04	Emily Delclegan	R-RICHARD	0.00	-6,322.00	0.00	0.00	0.00	-6,322.00		
FRAN22	Francois Tardiff	R-PAUL	0.00	-1,229.56	0.00	0.00	0.00	-1,229.56		
JASO05	JASON DURANTE	R-PAUL	0.00	-3,726.10	-5,000.00	0.00	0.00	-8,726.10		
JOSI02	JOSIE FIGLIOMENI	R	0.00	-900.00	0.00	0.00	0.00	-900.00		
KATH02	KATHY LEWIS	R-RICHARD	0.00	0.00	0.00	0.00	4,803.63	4,803.63		

MARC12	MARCO OLIVEROS	R	0.00	0.00	0.00	0.00	-197.00	-197.00				
MCAL01	Brooke Mcalpine	R	0.00	0.00	-21,132.15	0.00	0.00	-21,132.15				
MIKE07	MIKE CIRCOSTA	R	0.00	0.00	0.00	0.00	140,576.01	140,576.01				
MONTO5	MONTANA BURNETT DESIGN	R	0.00	0.00	10,657.33	0.00	0.00	10,657.33				
NIMIO1	NIMIT SHAH	R-PAUL	0.00	0.00	0.00	0.00	-5,571.22	-5,571.22				
PARQ02	Parqueteam	R-PAUL	0.00	0.00	0.00	0.00	-157.58	-157.58				
PART03	O'HANLON Holdings Limited	R-RICHARD	0.00	0.00	0.00	-100,000.00	0.00	-100,000.00				
ROSE31	ROSE CERQUA/LORENZO	R	0.00	-6,416.00	-6,416.00	0.00	0.00	-12,832.00				
STEA01	STEAMATIC WEST GTA	R	0.00	0.00	0.00	0.00	-684.04	-684.04				
VIVIO1	VIVIAN GUGLIETTI	R-RICHARD	0.00	0.00	0.00	0.00	-11,817.54	-11,817.54				
National Account Total (SHOWROOM):			0.00	-20,912.45	-24,307.34	-100,000.00	70,463.25	-74,756.54	1	National Account Total (SHOWROOM):	-	74,757
National Account: SILMAR												
SILM14	ROSEDALE VILLAGE (PHASE II) INC.	L	0.00	5,066.00	0.00	0.00	12,348.71	17,414.71				
National Account Total (SILMAR):			0.00	5,066.00	0.00	0.00	12,348.71	17,414.71	1	National Account Total (SILMAR):		17,415
National Account: SKYGRID												
SKYG12	TAS 299CA CORP./6965083 CANADA INC.	H	0.00	0.00	0.00	0.00	4,810.41	4,810.41				
National Account Total (SKYGRID):			0.00	0.00	0.00	0.00	4,810.41	4,810.41	1	National Account Total (SKYGRID):		4,810
National Account: SKYHOMES												
SKYH13	COPPERTRAIL ESTATES INC.	L	0.00	12.42	0.00	258.00	23,375.65	23,646.07				
National Account Total (SKYHOMES):			0.00	12.42	0.00	258.00	23,375.65	23,646.07	1	National Account Total (SKYHOMES):		23,646
National Account: STERLING												
STER03	STERLING HOMES (WESTON RD) INC.	L	0.00	0.00	33,960.74	0.00	44,831.85	78,792.59				
National Account Total (STERLING):			0.00	0.00	33,960.74	0.00	44,831.85	78,792.59	1	National Account Total (STERLING):		78,793
National Account: SUCCESSION												
SUCC06	Succession Development Corporation	H	0.00	97,369.61	16,882.20	0.00	543.53	114,795.34				
SUCC07	Succession Development Corporation	H	0.00	0.00	0.00	184,048.02	0.00	184,048.02				
National Account Total (SUCCESSION):			0.00	97,369.61	16,882.20	184,048.02	543.53	298,843.36	1	National Account Total (SUCCESSION):		298,843
National Account: SUNNY COMM												
PIZZ01	PIZZA NOSTRA (2) INC	RB/O	0.00	0.00	0.00	0.00	7,854.86	7,854.86				
SUNN05	SUNNY COMMUNITIES	R	0.00	0.00	0.00	0.00	14,114.64	14,114.64				
National Account Total (SUNNY COMM):			0.00	0.00	0.00	0.00	21,969.50	21,969.50	1	National Account Total (SUNNY COMM):		21,970
National Account: TMG BUILDERS												
TMGB32	Pier 27 Toronto (North) Inc.	H	0.00	0.00	0.00	0.00	650.67	650.67				
National Account Total (TMG BUILDERS):			0.00	0.00	0.00	0.00	650.67	650.67	1	National Account Total (TMG BUILDERS):		651
National Account: TODDGLEN												
TODD01	2131 Yonge Developments LP	H	0.00	0.00	0.00	0.00	-5,166.30	-5,166.30				
TODD03	NORSTAR BAKER HILL INC.	H	0.00	415.59	0.00	0.00	4,243.78	4,659.37				
National Account Total (TODDGLEN):			0.00	415.59	0.00	0.00	-922.52	-506.93	1	National Account Total (TODDGLEN):	-	507
National Account: TOWNWOOD												
TOWN08	Aeroland Construction Inc.	L	0.00	0.00	2,777.90	386.92	13,137.96	16,302.78				
TOWN09	TOWNWOOD HOMES (BRAMPTON) LTD.	L	0.00	0.00	14,816.72	58,841.36	174,593.98	248,252.06				
National Account Total (TOWNWOOD):			0.00	0.00	17,594.62	59,228.28	187,731.94	264,554.84	1	National Account Total (TOWNWOOD):		264,555
National Account: TRIBUTE COMM												
TRIB19	Dantonbury Developments Inc. (Phase 5)	L	0.00	0.00	0.00	0.00	1,560.31	1,560.31				
TRIB21	HUMBERWOOD HOLDINGS CORP.	L	0.00	0.00	72.69	0.00	23.32	96.01				
TRIB24	TRIBUTE (DANFORTH) LTD.	H	0.00	153,500.12	48,253.80	0.00	0.00	201,753.92				
TRIB45	DANTONBURY DEVELOPMENTS INC.	L	0.00	0.00	0.00	0.00	466.25	466.25				
National Account Total (TRIBUTE COMM):			0.00	153,500.12	48,326.49	0.00	2,049.88	203,876.49	1	National Account Total (TRIBUTE COMM):		203,876
National Account: TRIDEL												
TRID03	THE RESIDENCES OF ISLINGTON TERRACE	H	0.00	0.00	0.00	0.00	25,086.00	25,086.00				
TRID07	AQUABELLA BAYSIDE TORONTO INC.	H	0.00	0.00	0.00	0.00	5,830.80	5,830.80				
TRID23	SCALA RESIDENCES INC.	H	0.00	0.00	0.00	0.00	14,029.99	14,029.99				
TRID24	RESIDENCES OF THE WELL INC. - TOWER E	H	0.00	18,966.82	28,058.35	57,842.95	53,257.71	158,125.83				
TRID28	DELMANOR AURORA INC.	H	0.00	0.00	0.00	0.00	85,310.15	85,310.15				
TRID29	RESIDENCES OF VIA BLOOR INC.	H	0.00	313.01	3,493.68	858.80	375,258.39	379,923.88				
TRID33	AUBERGE ON THE PARK RESIDENCES INC.	H	0.00	23,803.50	23,803.54	14,282.10	0.00	61,889.14				
TRID34	AUBERGE ON THE PARK RESIDENCES INC.	H	0.00	14,282.10	61,889.08	0.00	0.00	76,171.18				
TRID38	AUBERGE ON THE PARK RESIDENCES INC.	H	0.00	15,255.00	0.00	0.00	0.00	15,255.00				
National Account Total (TRIDEL):			0.00	72,620.43	117,244.65	72,983.85	558,773.04	821,621.97	1	National Account Total (TRIDEL):		821,622

National Account:								
TUCKER								
TUCK13	GG Eight Cumberland Limited Partnership	H	0.00	145,745.78	73,455.52	127,267.08	159,065.01	505,533.39
National Account Total (TUCKER):			0.00	145,745.78	73,455.52	127,267.08	159,065.01	505,533.39
National Account:								
VANMAR								
VANM04	Rose Hamilton Homes Inc.	H	0.00	0.00	0.00	0.00	129,304.80	129,304.80
VANM11	VANMAR CONSTRUCTORS ON 1017 INC.	LLegal	0.00	0.00	0.00	0.00	383,780.03	383,780.03
VANM12	VANMAR CONSTRUCTORS ON 1012 INC.	H	0.00	301,708.94	0.00	0.00	29,453.85	331,162.79
National Account Total (VANMAR):			0.00	301,708.94	0.00	0.00	542,538.68	844,247.62
National Account:								
YELLOW PRIV								
MONTO6	MONTANA BURNETT DESIGN	Y-18908	0.00	0.00	8,652.80	0.00	0.00	8,652.80
National Account Total (YELLOW PRIV):			0.00	0.00	8,652.80	0.00	0.00	8,652.80
National Account:								
YELLOW/SPEC								
LCHD01	MERGE CONDOS LTD. PARTNERSHIP	Y-18914	0.00	10,478.37	0.00	0.00	0.00	10,478.37
MACK03	Mackenzie Hall Homes Inc.	Y-18684	0.00	0.00	0.00	0.00	5,239.07	5,239.07
MOTI01	ENGLISH LANE HOMES INC.	Y-18895	0.00	0.00	8,249.89	0.00	0.00	8,249.89
NORT04	NORTH WOOD CARPET & TILE CO LTD.	InterCo - 18599	0.00	0.00	0.00	0.00	73,563.00	73,563.00
National Account Total (YELLOW/SPEC):			0.00	10,478.37	8,249.89	0.00	78,802.07	97,530.33
National Account:								
YORKWOOD								
YORK07	Yorkwood Building Group, Ltd.	LW/Off	0.00	0.00	0.00	0.00	103,018.51	103,018.51
National Account Total (YORKWOOD):			0.00	0.00	0.00	0.00	103,018.51	103,018.51
National Account:								
ZANCOR								
ZANC20	ZANCOR HOMES (CALEDON) LTD.	L	0.00	27,857.58	13,776.53	15,056.12	6,644.40	63,334.63
ZANC22	ZANCOR HOMES (INNISFIL) LTD.	L	0.00	44,600.93	46,425.31	2,975.29	0.00	94,001.53
ZANC23	ZANCOR HOMES (WASAGA RIVER) LTD.	L	0.00	29,427.46	28,275.14	3,495.09	0.00	61,197.69
National Account Total (ZANCOR):			0.00	101,885.97	88,476.98	21,526.50	6,644.40	218,533.85
Report Total:			0.00	6,398,416.51	2,655,297.17	2,553,133.50	11,874,362.89	23,481,210.07
			0.00%	27.25%	11.31%	10.87%	50.57%	100.00%

1	National Account Total (TUCKER):	505,533
1	National Account Total (VANMAR):	844,248
1	National Account Total (YELLOW PRIV):	8,653
1	National Account Total (YELLOW/SPEC):	97,530
1	National Account Total (YORKWOOD):	103,019
1	National Account Total (ZANCOR):	218,534

392 customers printed
131 national account records printed

(11c) TL AR Aged Report 09-30-2023

Timeline A/R Balances at September 30

\$000s	5,277	-
Clark Builders	953	
BOWNESS34 LTD.	339	
Urban One Builders	331	
LTC Tower 2 LP and Col Tower 2 Limited Paternship	278	
HB Nelson Limited Partnership	263	
CHP(HABITAT)LP	260	
LTC Tower 1 LP and Col Tower 1 Limited Paternship	224	
Malvern Contract Interiors	203	interco
ITC COMMERCIAL BC INC.	188	
Kanin Construction Management	178	
WESGROUP CONTRACTING LTD.	177	
HOUSING ONE 10TH AVENUE CORP.	175	
APM CONSTRUCTION SERVICES INC.	168	
TL HOUSING SOLUTIONS	145	
SC3 Limited Partnership	89	
Aquila Pacific Developments Ltd.	88	
3313021 NS LIMITED	81	
LTC Tower 4 LP and Col Tower 4 Limited Paternship	80	
Quality Sterling Group 2393 - The Maclaren	71	interco
Polygon Townsend Homes Ltd.	58	
Belford (Silver) Properties Limited Partnership	56	
INTERGULF TATLA DEVELOPMENTS (SEYMOUR) LP	53	
Anthem Coyote Creek Three Developments LP	53	
ITC CONSTRUCTION GROUP	49	
ITC Construction Management BC Inc.	47	
ELLISDON CONSTRUCTION SERVICES INC.,	43	
ELLIS DON	40	
1199599 BC LTD.	39	
Collins Interiors Inc.	39	
Kalu Interiors	38	
Southwest Construction Management Ltd.	37	
ECLIPSE DEVELOPMENTS	35	
TL HOUSING SOLUTIONS LTD.	34	
Meypro Construction Ltd.	31	
LTC Tower 3 LP and Col Tower 3 Limited Parternship	31	
RYSON INTERIOR CONSTRUCTION	27	
Norsco Construction Ltd.	25	
Southwest Properties Limited	22	
Okanagan Custom Homes	21	
ITC Constructors BC Ltd. (VIEWSTAR)	19	
Martini Construction Ltd.:2151 - S&P Realty	16	
Northernorca-Westland Osoyoos	15	
Censorio Pacific (Queensbury) LP	15	
OVIS 1511 PARTNERSHIP	13	
Cheri Van Patten	13	
ITC Constructors BC Ltd.	13	
Modus Structures- JMR units	10	
Malvern Contract Interiors- BMO Clayton Park	10	interco
Malvern Contract Interiors - BMO Mumford Road	9	interco
Focus Project Management Ltd.	8	
Axiom Builders Inc.	8	

JEFF FARWELL	7	
Wolfpack Holdings Ltd.	7	
Greytop Commercial Construction	7	
SOUTHWEST CONSTRUCTION MANAGEMENT	7	
DARCIE DOUGLAS	6	
Lisa Maria	6	
Vancouver Retail 2021	5	
EAGLE CREST	5	
McIntyre Bills Corp.	5	
RCS CONSTRUCTION INC	4	
Woodhaven Cabinets	4	
Quality Sterling Group (customer)	3	interco
McVicar Court LP	3	
Axiom Builders Inc	2	
PARC ELISE PROJECT INC.	2	
Westmark Installations	2	
Malvern Contract Interiors:2566 - Last Spike Brewery	2	interco
4405967 NOVA SCOTIA LTD	1	
Ishan Salim	1	
ITC-Parkade & Podium	1	
Seagate Construction Inc	1	
Mosaic Avenue Construction Ltd.	1	
KARA & DON MACDONALD	1	
Novacom Building Partners	1	
ANDREA DELAHUNTRY	-	0
PROVINCEWIDE HOLDINGS LTD.	-	0
ITC Construction AB Inc.	-	2
DENNIS CARTER	-	2
S.Larade Custom Home Builders Ltd.	-	4
3314808 NOVA SCOTIA LIMITED	-	7
ITC Construction BC Ltd.	-	8

Sum of AG	
E	Total
1199599 BC LTD.	39,459
3313021 NS LIMITED	80,857
3314808 NOVA SCOTIA LIMITED	- 6,857
4405967 NOVA SCOTIA LTD	1,316
ANDREA DELAHUNTRY	- 137
Anthem Coyote Creek Three Developments LP	52,664
APM CONSTRUCTION SERVICES INC.	167,654
Aquila Pacific Developments Ltd.	87,752
Axiom Builders Inc	2,102
Axiom Builders Inc.	8,356
Belford (Silver) Properties Limited Partnership	56,075
BOWNESS34 LTD.	338,715
Censorio Pacific (Queensbury) LP	14,939
Cheri Van Patten	13,041
CHP(HABITAT)LP	260,152
Clark Builders	952,916
Collins Interiors Inc.	38,780
DARCIE DOUGLAS	6,046
DENNIS CARTER	- 1,776
EAGLE CREST	5,081
ECLIPSE DEVELOPMENTS	35,439
ELLIS DON	39,936
ELLISDON CONSTRUCTION SERVICES INC.,	42,719
Focus Project Management Ltd.	8,499
Greytop Commercial Construction	6,764
HB Nelson Limited Partnership	263,462
HOUSING ONE 10TH AVENUE CORP.	175,201
INTERGULF TATLA DEVELOPMENTS (SEYMOUR) LP	53,463
Ishan Salim	1,289
ITC COMMERCIAL BC INC.	187,573
ITC Construction AB Inc.	- 1,522
ITC Construction BC Ltd.	- 7,875
ITC CONSTRUCTION GROUP	48,586
ITC Construction Management BC Inc.	46,613
ITC Constructors BC Ltd.	12,538
ITC Constructors BC Ltd. (VIEWSTAR)	18,519
ITC-Parkade & Podium	1,083
JEFF FARWELL	7,206
Kalu Interiors	38,351
Kanin Construction Management	177,689
KARA & DON MACDONALD	695
Lisa Maria	5,918
LTC Tower 1 LP and Col Tower 1 Limited Paternship	224,133
LTC Tower 2 LP and Col Tower 2 Limited Paternship	278,124
LTC Tower 3 LP and Col Tower 3 Limited Paternship	30,500
LTC Tower 4 LP and Col Tower 4 Limited Paternship	80,323
Malvern Contract Interiors	203,022
Malvern Contract Interiors - BMO Mumford Road	9,412
Malvern Contract Interiors- BMO Clayton Park	9,709

Malvern Contract Interiors:2566 - Last Spike Brewery	1,520
Martini Construction Ltd.:2151 - S&P Realty	15,742
McIntyre Bills Corp.	4,732
McVicar Court LP	2,609
Meypro Construction Ltd.	31,307
Modus Structures- JMR units	9,806
Mosaic Avenue Construction Ltd.	699
Norsco Construction Ltd.	25,353
Northernorca-Westland Osoyoos	15,071
Novacom Building Partners	500
Okanagan Custom Homes	21,466
OVIS 1511 PARTNERSHIP	13,401
PARC ELISE PROJECT INC.	2,074
Polygon Townsend Homes Ltd.	57,695
PROVINCEWIDE HOLDINGS LTD.	- 367
Quality Sterling Group (customer)	2,835
Quality Sterling Group 2393 - The Maclaren	70,968
RCS CONSTRUCTION INC	4,472
RYSON INTERIOR CONSTRUCTION	26,694
S.Larade Custom Home Builders Ltd.	- 3,937
SC3 Limited Partnership	89,133
Seagate Construction Inc	934
SOUTHWEST CONSTRUCTION MANAGEMENT	6,634
Southwest Construction Management Ltd.	37,158
Southwest Properties Limited	21,502
TL HOUSING SOLUTIONS	144,643
TL HOUSING SOLUTIONS LTD.	33,852
Urban One Builders	330,880
Vancouver Retail 2021	5,268
WESGROUP CONTRACTING LTD.	177,189
Westmark Installations	1,956
Wolfpack Holdings Ltd.	7,161
Woodhaven Cabinets	3,732
(blank)	
Grand Total	5,277,189

A/R Aged Trial Balance by Document Date (ARTBALSJ)

Account Type [All Customers]
 Age Transactions As Of [2023-09-30]
 Cutoff by Document Date [2023-09-30]
 Print Transactions In [Summary]
 Transaction Types [Invoice, Debit Note, Credit Note, Interest, Unapplied Cash, Prepayment, Receipt, Refund]
 Include Contact/Phone/Credit Limit [No]
 Include Space For Comments [No]
 Include Only Customers Over Their Credit Limits [No]
 Include Zero-Balance Customers [No]

Customer No.	Customer Name	Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total	
A E C	D E F G H I J K L M N O P Q R S T	U V W X	Y Z	AA AB	AC AC AE	AI AG		
331301	3313021 NS LIMITED	H-NS	0.00	0.00	0.00	0.00	80,857.18	80,857.18
3314808N	3314808 NOVA SCOTIA LIMITED	H-NS	0.00	0.00	0.00	0.00	-6,857.08	-6,857.08
4405NS	4405967 NOVA SCOTIA LTD	R-NS	0.00	0.00	0.00	0.00	1,316.22	1,316.22
ANDR06	ANDREA DELAHUNTRY	R-NS	0.00	0.00	0.00	0.00	-136.82	-136.82
ANTH01	Anthem Coyote Creek Three Developments LP	L-BC	0.00	0.00	0.00	0.00	52,663.83	52,663.83
APMC05	APM CONSTRUCTION SERVICES INC.	R-NS	0.00	0.00	0.00	0.00	555.56	555.56
APMC06	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	3,010.46	3,010.46
APMC07	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	3,302.91	3,302.91
APMC08	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	618.99	618.99
APMC09	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	0.00	0.00	0.00	1,303.86	1,303.86
APMC10	APM CONSTRUCTION SERVICES INC.	C-NS	0.00	51,380.94	0.00	0.00	107,481.17	158,862.11
AQUI01	Aquila Pacific Developments Ltd.	L-AB	0.00	0.00	0.00	0.00	87,751.65	87,751.65
AXIO52	Axiom Builders Inc	H-BC	0.00	0.00	0.00	0.00	2,102.14	2,102.14
AXIO53	Axiom Builders Inc.	H-BC	0.00	0.00	0.00	0.00	8,355.84	8,355.84
BELF54	Belford (Silver) Properties Limited Partnership	H-BC	0.00	0.00	0.00	0.00	56,075.12	56,075.12
BMPC01	1199599 BC LTD.	H-BC	0.00	36,826.66	0.00	0.00	2,632.00	39,458.66
CENS70	Censorio Pacific (Queensbury) LP	L-BC	0.00	0.00	0.00	0.00	14,939.40	14,939.40
CHER05	Cheri Van Patten	L-AB	0.00	0.00	0.00	0.00	13,041.00	13,041.00
CHPL02	CHP(HABITAT)LP	C-BC	0.00	0.00	0.00	50,591.69	209,560.49	260,152.18
CLAR02	Clark Builders	H-AE	0.00	0.00	0.00	0.00	952,916.31	952,916.31
COLL02	Collins Interiors Inc.	L-BC	0.00	0.00	0.00	0.00	38,779.61	38,779.61
DARC01	DARCIE DOUGLAS	L-AB	0.00	0.00	0.00	0.00	6,045.81	6,045.81
DENN02	DENNIS CARTER	R-NS	0.00	0.00	0.00	0.00	-1,776.41	-1,776.41
EAGL01	EAGLE CREST	H-AE	0.00	0.00	0.00	0.00	5,081.12	5,081.12
EAGL04	BOWNESS34 LTD.	H-AE	0.00	0.00	0.00	0.00	338,715.30	338,715.30
ECLI08	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	2,525.72	2,525.72
ECLI10	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	16,225.01	16,225.01

ECLI11	ECLIPSE DEVELOPMENTS	L-NS	0.00	0.00	0.00	0.00	16,688.06	16,688.06
ELLI01	ELLIS DON	H-AE	0.00	21,869.54	18,066.14	0.00	0.00	39,935.68
ELLI03	ELLISDON CONSTRUCTION SERVICES INC.	H-AE	0.00	42,719.25	0.00	0.00	0.00	42,719.25
FOCU24	Focus Project Management Ltd.	H-BC	0.00	8,499.13	0.00	0.00	0.00	8,499.13
GREY50	Greytop Commercial Construction	C-NS	0.00	6,764.36	0.00	0.00	0.00	6,764.36
HBNE01	HB Nelson Limited Partnership	H-BC	0.00	0.00	0.00	0.00	263,462.03	263,462.03
HOUS01	HOUSING ONE 10TH AVENUE CORP.	L-AB	0.00	73,330.09	79,205.49	0.00	22,665.88	175,201.46
ISHA01	Ishan Salim	L-NS	0.00	1,288.88	0.00	0.00	0.00	1,288.88
ITC04	ITC CONSTRUCTION GROUP	C-BC	0.00	0.00	0.00	0.00	48,586.00	48,586.00
ITCC01	ITC Constructors BC Ltd. (VIEWSTAR)	H-BC	0.00	0.00	0.00	0.00	18,518.97	18,518.97
ITCC05	ITC COMMERCIAL BC INC.	C-BC	0.00	1,153.75	0.00	0.00	186,419.25	187,573.00
ITCC06	ITC Construction BC Ltd.	H-BC	0.00	0.00	0.00	0.00	-7,874.87	-7,874.87
ITCC09	ITC-Parkade & Podium	H-BC	0.00	0.00	0.00	0.00	1,082.81	1,082.81
ITCC10	ITC Construction Management BC Inc.	H-BC	0.00	0.00	46,612.95	0.00	0.00	46,612.95
ITCC42	ITC Constructors BC Ltd.	L-BC	0.00	0.00	0.00	0.00	12,538.29	12,538.29
ITCG02	ITC Construction AB Inc.	H-AE	0.00	0.00	0.00	0.00	-1,521.57	-1,521.57
JEFF02	JEFF FARWELL	L-NS	0.00	0.00	0.00	0.00	7,206.42	7,206.42
KALU11	Kalu Interiors	C-BC	0.00	0.00	38,351.25	0.00	0.00	38,351.25
KANI01	Kanin Construction Management	C-BC	0.00	0.00	0.00	0.00	177,689.29	177,689.29
KARA2	KARA & DON MACDONALD	L-NS	0.00	694.59	0.00	0.00	0.00	694.59
LISA04	Lisa Maria	R-AE	0.00	0.00	0.00	0.00	5,917.80	5,917.80
LTCT01	LTC Tower 3 LP and Col Tower 3 Limited Part	H-BC	0.00	0.00	0.00	-7,896.16	38,396.61	30,500.45
LTCT02	LTC Tower 2 LP and Col Tower 2 Limited Pate	H-BC	0.00	0.00	100,210.15	15,544.59	162,368.77	278,123.51
LTCT03	LTC Tower 1 LP and Col Tower 1 Limited Pate	H-BC	0.00	0.00	0.00	155,797.81	68,335.61	224,133.42
LTCT06	LTC Tower 4 LP and Col Tower 4 Limited Pate	H-BC	0.00	0.00	55,949.25	0.00	24,374.10	80,323.35
MALV01	Malvern Contract Interiors	C-IN	0.00	0.00	0.00	0.00	1,654.86	1,654.86
MALV03	Malvern Contract Interiors	C-IN	0.00	0.00	0.00	0.00	8,153.74	8,153.74
MALV04	Malvern Contract Interiors	R-IN	0.00	0.00	0.00	0.00	1,202.25	1,202.25
MALV05	Malvern Contract Interiors	C-IN	0.00	0.00	0.00	0.00	630.00	630.00
MALV06	Malvern Contract Interiors	C-IN	0.00	0.00	0.00	0.00	90,850.00	90,850.00
MALV50	Malvern Contract Interiors	H-IN	0.00	0.00	0.00	0.00	14,729.50	14,729.50
MALV51	Malvern Contract Interiors	H-IN	0.00	0.00	0.00	0.00	85,802.14	85,802.14
MALV55	Malvern Contract Interiors:2566 - Last Spike Br	C-IN	0.00	0.00	0.00	0.00	1,519.95	1,519.95
MALV62	Malvern Contract Interiors- BMO Clayton Park	C-IN	0.00	0.00	0.00	0.00	9,709.24	9,709.24
MALV63	Malvern Contract Interiors - BMO Mumford Ro	C-IN	0.00	0.00	0.00	0.00	9,411.74	9,411.74
MART56	Martini Construction Ltd.:2151 - S&P Realty	C-BC	0.00	0.00	0.00	0.00	15,741.60	15,741.60
MCIN50	McIntyre Bills Corp.	R-BC	0.00	0.00	0.00	0.00	4,731.72	4,731.72
MEYP52	Meypro Construction Ltd.	L-BC	0.00	0.00	0.00	0.00	31,307.36	31,307.36
MODU02	Modus Structures- JMR units	C-AE	0.00	0.00	0.00	0.00	9,805.80	9,805.80
MOSA90	Mosaic Avenue Construction Ltd.	H-BC	0.00	0.00	0.00	0.00	698.88	698.88
NORS02	Norsco Construction Ltd.	C-BC	0.00	0.00	0.00	0.00	19,130.53	19,130.53
NORS05	Norsco Construction Ltd.	C-BC	0.00	0.00	6,222.30	0.00	0.00	6,222.30
NORT67	Northernorca-Westland Osoyoos	C-AE	0.00	0.00	0.00	0.00	15,070.74	15,070.74
NOVA03	Novacom Building Partners	C-BC	0.00	500.00	0.00	0.00	0.00	500.00

OKAN01	Okanagan Custom Homes	L-BC	0.00	0.00	0.00	0.00	21,466.13	21,466.13
OVIS02	OVIS 1511 PARTNERSHIP	L-AB	0.00	12,235.66	0.00	0.00	0.00	12,235.66
OVIS03	OVIS 1511 PARTNERSHIP	H-AE	0.00	751.91	0.00	0.00	0.00	751.91
OVIS04	OVIS 1511 PARTNERSHIP	L-AB	0.00	5,639.65	0.00	0.00	0.00	5,639.65
OVIS15	OVIS 1511 PARTNERSHIP	L-AB	0.00	-5,225.85	0.00	0.00	0.00	-5,225.85
PARC50	PARC ELISE PROJECT INC.	L-BC	0.00	2,074.45	0.00	0.00	0.00	2,074.45
POLY04	Polygon Townsend Homes Ltd.	L-BC	0.00	57,695.28	0.00	0.00	0.00	57,695.28
PROV01	PROVINCEWIDE HOLDINGS LTD.	R-NS	0.00	0.00	0.00	0.00	-366.85	-366.85
QUAL55	Quality Sterling Group (customer)	H-IN	0.00	0.00	0.00	0.00	2,835.00	2,835.00
QUAL56	Quality Sterling Group 2393 - The Maclaren	H-IN	0.00	0.00	0.00	0.00	70,967.56	70,967.56
RCSC52	RCS CONSTRUCTION INC	C-NS	0.00	0.00	0.00	0.00	4,472.00	4,472.00
RYSO06	RYSON INTERIOR CONSTRUCTION	C-NS	0.00	26,693.60	0.00	0.00	0.00	26,693.60
SC3L01	SC3 Limited Partnership	H-AE	0.00	15,591.04	0.00	0.00	0.00	15,591.04
SC3L02	SC3 Limited Partnership	H-AE	0.00	23,356.53	18,644.07	0.00	0.00	42,000.60
SC3L03	SC3 Limited Partnership	H-AE	0.00	31,541.77	0.00	0.00	0.00	31,541.77
SEAG01	Seagate Construction Inc	C-NS	0.00	934.13	0.00	0.00	0.00	934.13
SLAR04	S.Larade Custom Home Builders Ltd.	L-NS	0.00	0.00	0.00	0.00	-3,937.16	-3,937.16
SOUT02	Southwest Properties Limited	L-NS	0.00	0.00	0.00	0.00	21,501.55	21,501.55
SOUT04	SOUTHWEST CONSTRUCTION MANAGEME	H-NS	0.00	0.00	0.00	0.00	6,634.35	6,634.35
SOUT65	Southwest Construction Management Ltd.	H-NS	0.00	0.00	0.00	0.00	37,158.21	37,158.21
TATL50	INTERGULF TATLA DEVELOPMENTS (SEYM	L-BC	0.00	0.00	0.00	0.00	53,463.09	53,463.09
TLHO01	TL HOUSING SOLUTIONS	L-BC	0.00	0.00	0.00	0.00	564.38	564.38
TLHO04	TL HOUSING SOLUTIONS	H-BC	0.00	128,656.34	15,422.40	0.00	0.00	144,078.74
TLHO05	TL HOUSING SOLUTIONS LTD.	H-BC	0.00	22,557.25	11,294.40	0.00	0.00	33,851.65
TLHO06	McVicar Court LP	H-BC	0.00	0.00	2,609.25	0.00	0.00	2,609.25
URBA54	Urban One Builders	H-BC	0.00	0.00	0.00	330,880.02	0.00	330,880.02
VANC01	Vancouver Retail 2021	R-BC	0.00	0.00	0.00	0.00	5,268.44	5,268.44
WESG04	WESGROUP CONTRACTING LTD.	H-BC	0.00	140,108.98	0.00	0.00	0.00	140,108.98
WESG05	WESGROUP CONTRACTING LTD.	H-BC	0.00	0.00	0.00	8,613.21	28,467.25	37,080.46
WEST07	Westmark Installations	R-BC	0.00	0.00	0.00	0.00	1,955.97	1,955.97
WOLF02	Wolfpack Holdings Ltd.	C-AE	0.00	0.00	0.00	0.00	7,161.01	7,161.01
WOOD07	Woodhaven Cabinets	C-BC	0.00	0.00	0.00	0.00	1,411.20	1,411.20
WOOD08	Woodhaven Cabinets	C-BC	0.00	0.00	0.00	0.00	2,320.50	2,320.50
Report Total:			0.00	707,637.93	392,587.65	553,531.16	3,623,432.52	5,277,189.26
			0.00%	13.41%	7.44%	10.49%	68.66%	100.00%

**(14) QSG Insolvency - Information Request from the
Monitor and Receiver - #14 Bonded Off Liens -
Supplement 1**

From: [Besant, Chris](#)
To: [Latham, Joe](#); [Kraft, Kenneth](#); [Ken Pearl \(kpearl@fullerllp.com\)](#); [Axell, Erik](#); [Dhanani, Arif](#)
Subject: QSG Insolvency - Information Request from the Monitor and Receiver - #14 Bonded Off Liens - Supplement 1
Date: Wednesday, November 15, 2023 1:13:59 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[RE 346 Davenport QSG Bankruptcy.msg](#)

In point #14 about bonded off liens, I mentioned a builder who issued a supplier guarantee to avoid a lien. The builder is Firstcon; the Owner is Freed and the project is 346 Davenport.

Firstcon/Freed owes QSG about \$702,000.

In response to a request to pay the AR, Firstcon/Freed responded that after the CCAA Initial Order, Stone Tile told them that they were unpaid (\$41,262.68), that their lien rights were expiring, and they would be filing a lien.

So Firstcon gave them a guarantee of payment of that amount net of whatever Stone Tile got out of the claims process.

(Firstcon should have contacted QSG, and they would have been told that Firstcon was not allowed to file a lien due to the CCAA Stay and Lien Notice system in place, but Firstcon/Freed jumped the gun and issued the guarantee without understanding the legal situation.)

Stone Tile filed 4 claims for lien on Sept 29, but none on the 346 Davenport project.

Firstcon/Freed didn't want to pay twice for the \$41K guarantee they issued, so they asked QSG if they could hold back the guaranteed amount from the payment of the AR (even though they issued the guarantee when they didn't have to).

After initially seeming to agree they would pay the 702 less then 41K, Firstcon/Freed asked to review the AR further and determined that all they would pay currently is about 427K. I believe that has been received but you can check with QSG.

[The exact amount is \$427,875.47 (\$469,118.15 less \$41,242.68)]

Hence the remains 275k of the AR still needs to be pursued by the QSG Receiver.

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Besant, Chris
Sent: Tuesday, November 14, 2023 3:04 PM
To: Latham, Joe; Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif
Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Ken K, Joe and Erik

Cc Ken P and Arif

Attached are the responses to the suppliers information request the extent I received the information from QSG, plus the attachments referred to in the responses.

All of the spread sheet info was obtained from the CFO Ross Fletcher.

Where it is noted that information is awaited from an inquiry, it is probably more efficient for the receiver to follow up on those inquiries directly with Ross Fletcher and John/JD Pacione

I trust this assists.

Best
Chris

Chris Besant • Partner

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.4022 | F 416.865.6636 | E cbesant@grllp.com | www.grllp.com/p/christopherbesant

From: Latham, Joe [<mailto:jlatham@goodmans.ca>]

Sent: Tuesday, November 14, 2023 1:06 PM

To: Besant, Chris

Cc: Kraft, Kenneth; Ken Pearl (kpearl@fullerllp.com); Axell, Erik; Dhanani, Arif

Subject: FW: QSG Insolvency - Information Request from the Monitor and Receiver

Chris, you have advised last week and again yesterday that you were collecting some of this information and would send it to us. We have not seen anything yet. Please advise as to the status. Thank you.

Joseph Latham

Goodmans LLP

416.587.2202

jlatham@goodmans.ca

goodmans.ca

From: Murray, Haddon <Haddon.Murray@gowlingwlg.com>

Sent: Wednesday, November 8, 2023 11:23 AM

To: Latham, Joe <jlatham@goodmans.ca>; Kraft, Kenneth <kenneth.kraft@dentons.com>

Cc: cbesant@grllp.com; avohra@ogilvielaw.com; dgoyo@parenteborean.com; 'Gerard C. Borean, J.D.' <gborean@parenteborean.com>; tsabharwal@dakllp.com; Geoffrey Cullwick <gcullwick@brazeauseller.com>; danny.nunes@dlapiper.com; howard.krupat@dlapiper.com;

Champagne, Pierre <pierre.champagne@gowlingwlg.com>; Aston, James <James.Aston@gowlingwlg.com>; arif.dhanani@rsmcanada.com; Ken Pearl (kpearl@fullerllp.com) <kpearl@fullerllp.com>

Subject: QSG Insolvency - Information Request from the Monitor and Receiver

Please see the attached correspondence.

Thank you,

Haddon

Haddon Murray

Partner

T +1 416 862 3604

haddon.murray@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

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From: [Dhanani, Arif](#)
To: [Tony Falcone](#); [John Pacione](#)
Cc: [Ross Fletcher](#); [Besant, Chris](#); [Latham, Joe](#); [Martin Katz](#)
Subject: RE: 346 Davenport / QSG Bankruptcy
Date: Thursday, October 12, 2023 6:11:43 PM
Attachments: [image001.gif](#)
[image002.jpg](#)
[image003.gif](#)
[image004.jpg](#)
[image005.jpg](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[346_Davenport.pdf](#)
[FW_346_Davenport_QSG_Bankruptcy.msg](#)

Ok. Thanks Tony.

Based on the listing of invoices attached hereto, it appears that the \$469,118.15 to the end of August 2023 set out in Ms. Crossland's email is accurate. I guess this means making a decision (for QSG and IB) on payment now of \$427,875.47 (\$469,118.15 less \$41,242.68 – see attached email to Marty with Stonetile's invoices that are claimed to be unpaid) and dealing with the \$41,242.68 later.

Can QSG confirm that it has sent to Firstcon/Freed the balance of the invoices after August 2023 totaling \$233,868.00 and if not, can it please do so in order to avoid any future delay in respect of payment when they receive their next draw for payment of invoices from September 1, 2023 forward? Since the balance of these invoices are for retainage (holdback), is there anything else that needs to be done now, such as publication of substantial completion in the Daily Commercial News?

Arif Dhanani
Vice-President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 | **F:** 416.480.2646 | **E:** arif.dhanani@rsmcanada.com | **W:** www.rsmcanada.com



From: Tony Falcone <tfalcone@qsg.ca>
Sent: Thursday, October 12, 2023 5:04 PM
To: John Pacione <jpacione@qsg.ca>

Cc: Dhanani, Arif <arif.dhanani@rsmcanada.com>; Ross Fletcher <rfletcher@qsg.ca>; Besant, Chris <cbesant@grllp.com>; jlatham@goodmans.ca

Subject: Re: 346 Davenport / QSG Bankruptcy

I'll be back in the office on Thursday.

Marty can follow up with Anna if she has anything else to add.

Tony

Sent from my iPhone

On Oct 12, 2023, at 2:00 PM, John Pacione <jpacione@qsg.ca> wrote:

I requested back up for the outstanding balance internally. Please see attached. Tony is away I believe until Monday....

By the looks of it there was a lot of holdback (Retainage) that was been invoiced on September 19th

Tony, if there is anything in addition to this let us know

From: Dhanani, Arif <arif.dhanani@rsmcanada.com>

Sent: Thursday, October 12, 2023 4:51 PM

To: Tony Falcone <tfalcone@qsg.ca>

Cc: Ross Fletcher <rfletcher@qsg.ca>; Besant, Chris <cbesant@grllp.com>; John Pacione <jpacione@qsg.ca>; jlatham@goodmans.ca

Subject: FW: 346 Davenport / QSG Bankruptcy

EXTERNAL SENDER

Tony,

FYI below on 346 Davenport. Please let me know if a discussion with Firstcon/Freed takes place and whether: (i) the amounts they are claiming are due and payable to the end of August are accurate; and (ii) if the additional information they are seeking (i.e. invoices from September 1 forward) has been supplied to them.

Thanks,

Arif

Arif Dhanani
Vice-President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 | **F:** 416.480.2646 | **E:** arif.dhanani@rsmcanada.com | **W:** www.rsmcanada.com<[image002.gif](#)><[image003.jpg](#)><[image004.gif](#)><[image005.jpg](#)><[image006.jpg](#)>

<image007.png>

<image008.png>

<image009.png>

From: Elaine Crossland <elainec@freeddevelopments.com>**Sent:** Thursday, October 12, 2023 3:52 PM**To:** Dhanani, Arif <arif.dhanani@rsmcanada.com>**Cc:** jlatham@goodmans.ca; Ken Tran <ken.tran@freeddevelopments.com>**Subject:** RE: 346 Davenport / QSG Bankruptcy

Mr Dhanani,

My apologies for the delay; we have spent the day trying to track down and reconcile the \$700K claimed by QSG. Unfortunately, we have not been successful. We have reached out to QSG for a complete statement but we have not yet received a response.

At this time, I confirm that we have received invoices from QSG totalling \$571,341.15. We are hopeful that QSG's statement will shed some light on the difference between the amount claimed and the invoices received.

The construction draw authorized by the lender covers invoices dated up to August 31st. For QSG, this equates to \$469,118.15. We understand that the Stone Tile invoices are part of this amount, based upon the date of the subtrade's invoices that were provided to us.

There will be a subsequent construction draw for invoices dated September 1st

onwards and it will be subject to the lender's usual review and approval process.

If you are able to assist us in obtaining the requisite invoice(s) and back-up for the additional amount claimed, we would be pleased to include it in the review process for the next construction draw.

Kind regards,
Elaine

Elaine Crossland, VICE PRESIDENT LEGAL & GENERAL COUNSEL.

552 WELLINGTON STREET WEST | SUITE 1500 | TORONTO, ON | M5V 2V5

E ELAINEC@FREEDDEVELOPMENTS.COM

P (647) 362-6317 O (416)-781-5699 EXT 142

FREEDDEVELOPMENTS.COM

[<image010.png>](#)

From: Dhanani, Arif <arif.dhanani@rsmcanada.com>

Sent: Thursday, October 12, 2023 11:17 AM

To: Elaine Crossland <elainec@freeddevelopments.com>

Cc: jlatham@goodmans.ca

Subject: RE: 346 Davenport / QSG Bankruptcy

Ms. Crossland,

If you would please be kind enough to get back to the Monitor and its counsel on an urgent basis with regard to the claimed discrepancy referred to in your email below, that would be most helpful. The Monitor will need to review the information you provide and liaise with QSG in order to fully understand the issues/discrepancy.

You confirmed that funds are now available to pay QSG and the Monitor would like to facilitate (to the extent possible) payment by Firstcon/Freed to QSG as quickly as possible.

We look forward to hearing from you forthwith.

Regards,

Arif

Arif Dhanani
Vice-President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 | F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W:

www.rsmcanada.com

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[<image008.png>](#)

[<image009.png>](#)

From: Elaine Crossland <elainec@freeddevelopments.com>

Sent: Wednesday, October 11, 2023 7:44 PM

To: Dhanani, Arif <arif.dhanani@rsmcanada.com>; jlatham@goodmans.ca

Subject: Re: 346 Davenport / QSG Bankruptcy

Mr Dhanani,

I have been alerted by the finance group that there may be a discrepancy between the \$700K claimed as owed by QSG for this project and the back-up we have on hand. I have asked them to investigate and get back to me but, at this point, it will likely only be tomorrow.

I am providing this note solely for the purposes of transparency, particularly given our call this afternoon.

I will be back to you tomorrow as soon as I have the information confirmed.

Have a good evening,

Elaine

Get [Outlook for Android](#)

From: Elaine Crossland <elainec@freeddevelopments.com>

Sent: Wednesday, October 11, 2023 3:40:00 p.m.

To: Dhanani, Arif <arif.dhanani@rsmcanada.com>; jlatham@goodmans.ca
<jlatham@goodmans.ca>

Subject: FW: 346 Davenport / QSG Bankruptcy

Dear Mr. Dhanani,

Thank you very much for the call this afternoon. Attached are the invoices which Stone Tile claims are unpaid and this is consistent with our understanding.

I am checking the guarantee for confidentiality provisions and will be back to you.

Kind regards,
Elaine

Elaine Crossland, VICE PRESIDENT LEGAL & GENERAL COUNSEL.

552 WELLINGTON STREET WEST | SUITE 1500 | TORONTO, ON | M5V 2V5

E ELAINEC@FREEDDEVELOPMENTS.COM

P (647) 362-6317 O (416)-781-5699 EXT 142

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<image010.png>

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Any advice or information in the body of this email is subject to, and limited by, the terms in the applicable engagement letter or statement of work, including provisions regarding tax advice. RSM Canada is not responsible for, and no person should rely upon, any advice or information in the body of this email unless such advice or information relates to services contemplated by an engagement letter or statement of work in effect between such person and RSM Canada. [0xC3D2]

<346 Davenport.pdf>

Oct 12 2023				
346 Davenport (Yorkville) Development Limited- Q-FIRS06				
Inv Number	Lot #	PO Number	Invoice Date	Orig Amt
IN00730918	0203	203-346D	9/15/2022	\$ 9,998.64
IN00730919	0204	304-346D	9/15/2022	\$ 11,362.38
IN00347968	PB#7		4/11/2023	\$ 23,214.04
SVC00348108	MULTIPLE UNITS	348	4/28/2023	\$ 4,056.70
IN00348159	PB#8 H		5/15/2023	\$ 103,813.33
IN00348160	PB#8 C		5/15/2023	\$ 22,251.96
IN00739354	0601	601-346D-FLOO	5/15/2023	\$ 9,729.30
IN00739356	0302	302-346D-FLOO	5/15/2023	\$ 5,229.92
SVC00348215	0603	356	5/17/2023	\$ 1,317.58
IN00348372	PB#009		6/13/2023	\$ 28,909.24
IN00740496	0801	801-346D-FLOO	6/13/2023	\$ 9,586.92
IN00348509	PB#10		7/17/2023	\$ 52,123.28
IN00741815	0402	402-346D-TILE	8/10/2023	\$ 3,858.10
IN00741816	0504	504-346D-TILE	8/10/2023	\$ 10,026.15
IN00741817	0602	602-346D-FLOO	8/10/2023	\$ 17,639.98
IN00741818	0703	703-346D-FLOO	8/10/2023	\$ 15,759.32
IN00741819	0802	802-803-346D-F	8/10/2023	\$ 30,663.79
IN00741820	0901	346D-901-TILE	8/10/2023	\$ 847.50
IN00348684	PB#11		8/15/2023	\$ 108,730.02
IN00348812	PB#12		9/18/2023	\$ 13,353.21
IN00742371	0801	801-346D-TILE	9/18/2023	\$ 19,694.21
IN00742372	0802	802-803-346D-T	9/18/2023	\$ 48,384.45
IN00742373	0902	902-346D-TILE	9/18/2023	\$ 20,791.13
RIN00005480	Retainage	IN00346509	9/19/2023	\$ 10,317.35
RIN00005481	Retainage	IN00346751	9/19/2023	\$ 9,027.68
RIN00005482	Retainage	IN00347233	9/19/2023	\$ 3,869.01
RIN00005483	Retainage	IN00347418	9/19/2023	\$ 30,759.50
RIN00005484	Retainage	IN00347431	9/19/2023	\$ 2,579.34
RIN00005485	Retainage	IN00347432	9/19/2023	\$ 2,956.42
RIN00005486	Retainage	IN00347648	9/19/2023	\$ 1,289.67
RIN00005487	Retainage	IN00347649	9/19/2023	\$ 7,689.88
RIN00005488	Retainage	CO#76 IN00347650	9/19/2023	\$ 792.41
RIN00005489	Retainage	CO#31 IN00347651	9/19/2023	\$ 13,919.62
RIN00005490	Retainage	IN00347652	9/19/2023	\$ 5,420.10
RIN00005491	Retainage	IN00347742	9/19/2023	\$ 3,869.01
RIN00005492	Retainage	IN00347968	9/19/2023	\$ 2,579.34
RIN00005493	Retainage	IN00348159	9/19/2023	\$ 11,534.81
RIN00005494	Retainage	IN00348160	9/19/2023	\$ 2,472.44
RIN00005495	Retainage	IN00348372	9/19/2023	\$ 3,212.14
RIN00005496	Retainage	IN00348509	9/19/2023	\$ 5,791.48
RIN00005497	Retainage	IN00348684	9/19/2023	\$ 12,081.11
RIN00005498	Retainage	IN00348812	9/19/2023	\$ 1,483.69
Customer Total				\$ 702,986.15

From: [Dhanani, Arif](#)
To: [Martin Katz](#)
Cc: [Latham, Joe](#)
Subject: FW: 346 Davenport / QSG Bankruptcy
Attachments: [image001.png](#)
[image002.gif](#)
[image003.jpg](#)
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[30157640.pdf](#)
[30159349.pdf](#)
[30155855.pdf](#)
[30157077.pdf](#)
[30157163.pdf](#)
[30157164.pdf](#)

Marty,

This is further to our discussion re Firstcon and payment of its account. As discussed, the events as they relate to Firstcon and the Monitor's involvement are briefly summarized below:

- QSG has been chasing Firstcon for payment of its account since roughly June 2023;
- Tony Falcone reached out to me on October 6th to advise that Firstcon indicated that they would not pay based on the fact that they had to guarantee payment to Stonetile so that it would not register a lien claim against the 346 Davenport property;
- Tony advised that Firstcon owes QSG \$702,986.15;
- I wrote to Firstcon asking them to provide us with a copy of the guarantee and if they didn't respond or pay up, we would raise the matter in Court;
- We were told that their in-house counsel would respond;
- Joe and I just got off a call with Firstcon's in-house counsel, Elaine Crossland, who is with Freed Developments;
- Ms. Crossland advised us that: (i) they knew about the CCAA proceedings; (ii) they did not reach out to the Monitor; (iii) they provided a form of guarantee to Stonetile;
- We asked for copies of Stonetile's invoices, which are attached hereto and total \$41,242.68;
- Ms. Crossland advised us that she would need to review the guarantee and would send it to us if there was no confidentiality clause in it and if there was then she would have to have a discussion with Firstcon (and possibly Stonetile);
- She asked whether we would take the net balance of \$661,743.47 (\$702,986.15 - \$41,242.68) and wait for the remaining balance pending sorting this out with the various parties. We indicated that we, as the Monitor, could not make decisions on behalf of QSG.

The purpose of this email is to provide you with the foregoing background and to ask if QSG considers it reasonable to accept the \$661,743.47 for now and then to make a decision on how it wants to deal with the remaining \$41,242.68. Please advise as soon as possible as Ms. Crossland indicated that cheques were being processed for release tomorrow.

Thanks,

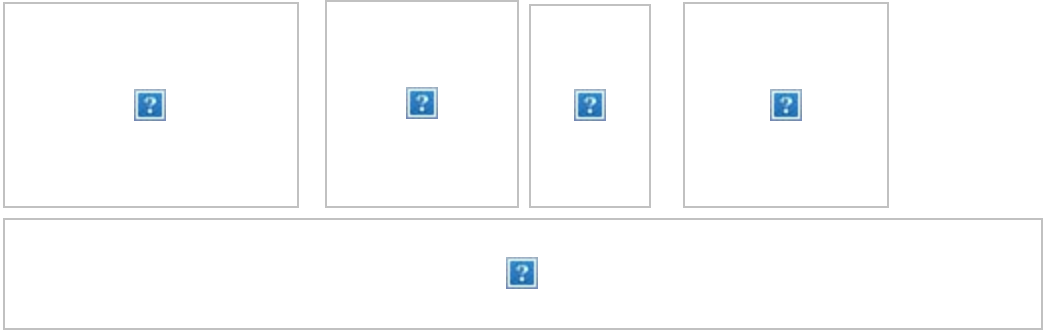
Arif

Arif Dhanani
Vice-President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 | **F:** 416.480.2646 | **E:** arif.dhanani@rsmcanada.com | **W:** www.rsmcanada.com



From: Elaine Crossland <elainec@freeddevelopments.com>

Sent: Wednesday, October 11, 2023 3:41 PM

To: Dhanani, Arif <arif.dhanani@rsmcanada.com>; jlatham@goodmans.ca

Subject: FW: 346 Davenport / QSG Bankruptcy

Dear Mr. Dhanani,

Thank you very much for the call this afternoon. Attached are the invoices which Stone Tile claims are unpaid and this is consistent with our understanding.

I am checking the guarantee for confidentiality provisions and will be back to you.

Kind regards,
Elaine

Elaine Crossland, VICE PRESIDENT LEGAL & GENERAL COUNSEL.

552 WELLINGTON STREET WEST | SUITE 1500 | TORONTO, ON | M5V 2V5

E ELAINEC@FREEDDEVELOPMENTS.COM

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Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

1 of 2

Invoice

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Rugs of Canada Limited (Quality Sterling (Quality Rugs of Canada Ltd.) 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	
Fax Number:	Terms Amount:: 0.00	Job Name:: 346 Davenport Suite 901 WO T
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Number:: 30157165
P.O. No./Job: 871294	Disc. Due Date:: 2023-07-15	Invoice Date: June,15,2023
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Number: 10080639
Salesperson: Ruth Benaim	F.O.B.:: Origin	Order Date: May,10,2022
Shipping Route: 2STI	Tracking #	Pick Ticket: 20080382
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disp	Unit Price	Extended Price
MARBLE	BUY-SIVEC-1224-P SIVEC 12"x24" POLISHED Lot / Shade: BLK1-121022-P Qty: 500.00 SF	500.00SF	500.00SF	0	0.00SF		16.81 SF	8,405.00
MARBLE	MA-VOLA-1224-H VOLAKAS 12"x24"x1cm honed Lot / Shade: BLK1-110722-H Qty: 242.00 SF	242.00SF	242.00SF	0	0.00SF		12.09 SF	2,925.78
PORCELAIN	PRO2-FT-GRIG-03000600-010-NATU-RE Pav Roc 2 Grigio SM04 30x60x1cm natural rect Lot / Shade: RH53F Qty: 80.00 SF	80.00SF	80.00SF	5	0.00SF		4.16 SF	332.80

Total Lines: 3

SUB-TOTAL:	11,663.58
Ontario HST:	1,516.26
TOTAL DUE:	13,179.84
	Canadian Dollar
	GST Number: 134404524RT0001

*** REPRINT ***


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 901 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157165
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Date: June, 15, 2023
P.O. No./Job: 871294	Disc. Due Date: 2023-07-15	Order Number: 10080639
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: May, 10, 2022
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080382
Shipping Route: 2STI	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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Terms and Conditions

1. All sales are final subject to the following Terms and Conditions:
 - a. Returns are not accepted on any Stone Slabs, Stone Tile or Wood products
 - b. Returns are not allowed on any non-stock or special-order items
 - c. Returns are not allowed on setting materials or sealing products
 - d. Material sold from our sale outlet is sold "as is" and cannot be returned or exchanged
 - e. Stock items of porcelain and ceramic may be returned subject to the following conditions:
 - i. No returns will be accepted without a return material authorization number. To obtain a return material authorization number please contact your sales rep or customer service
 - ii. Since every stone and wood product is unique regarding colour, veining, texture, etc., samples are intended to be merely suggestive of the final product. Variations are due to nature and unavoidable. They must be returned in its original packaging and is subject to STI inspection to ensure it is in resalable condition.
 - iii. Returns will not be accepted after 60 days of invoice date.
 - iv. Returns within 30 days of invoice date will be subject to a 50% restocking charge, while returns within 30 to 60 days of invoice date will be subject to a 70% restocking charge.
2. All materials are in good condition at time of pickup or STI delivery. All material must be inspected prior to installation. Use or installation constitutes acceptance. Absolutely no claims will be considered after material has been installed.
3. STI shall not be held liable for use of any material or product and makes no expressed or implied warranty of suitability for any particular purpose or application.
4. All non-credit clients must provide payment in full prior to pickup or delivery. All material remains the property of STI until paid in full. Deposits are non-refundable nor transferable. All pickups are by appointment. No walk-in pickups allowed.
5. Wood - STI bears no responsibility for environmental acclimatization once wood product is delivered on site.
6. Sealers are required for all-natural stones. Polished porcelain tiles should be sealed when using a contrasting grout color.
7. All prices are FOB Stone Tile (STI) warehouse at Toronto, ON M6B 3X9
8. All agreements are subject to strikes, delays of carriers, quarry conditions, weather, and factors beyond the control of STI.
9. All orders must be picked up within 30 days of the original required date or storage fees may be applied.
 - a. Slab orders must be shipped out within 30 days
 - i. If order is 60 days past required date:
 - i. Stone Tile requires the remaining balance be paid in full within 30 days
 - ii. Upon full payment, material must be picked up or delivered within 30 days
 - a. Failure to do so will result in the following storage fees
 1. \$0.50 per SF for the first 60 days from full payment
 2. \$1.00 per SF for the next 60 days after that
 3. If not taken at this point your order will be released back to stock and amount will be credited to use toward any available stock at its current price point
 - b. Failure to pay balance in full within 30 days will result in material being released back to stock
 - i. Loss of deposit on material and/or deposit being allocated to other material
 - i. \$0.50 per SF for the first 30 days past the original required date
 - ii. If material is not picked up or delivered after 60 days of the original required date, Stone Tile reserves the right to return the material back to stock. Your deposit is non-refundable and may be used toward purchase and material at its current price point.

* * * REPRINT * * *


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

1 of 2

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Rugs of Canada Limited (Quality Sterling (Quality Rugs of Canada Ltd.) 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 902 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157514
Email: accountspayable@qsg.ca	Net Due Date:: 2023-07-20	Invoice Date: June,20,2023
P.O. No./Job: 890439	Disc. Due Date:: 2023-07-20	Order Number: 10107433
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: June,13,2023
Salesperson: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080390
Shipping Route: 2STI	Tracking #	
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
MARBLE	MA-VOLA-1224-P VOLAKAS 12"x24" x 1CM POLISHED Lot / Shade: BLK1-181022-P Qty: 294.00 SF	294.00SF	294.00SF	0	0.00SF		12.09 SF	3,554.46

Total Lines: 1

SUB-TOTAL:	3,554.46
Ontario HST:	462.08
TOTAL DUE:	4,016.54
	Canadian Dollar
	GST Number: 134404524RT0001

*** REPRINT ***


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 902 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157514
Email: accountspayable@qsg.ca	Net Due Date:: 2023-07-20	Invoice Date: June,20,2023
P.O. No./Job: 890439	Disc. Due Date: 2023-07-20	Order Number: 10107433
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: June,13,2023
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080390
Shipping Route: 2STI	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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 - iii. Returns will not be accepted after 60 days of invoice date.
 - iv. Returns within 30 days of invoice date will be subject to a 50% restocking charge, while returns within 30 to 60 days of invoice date will be subject to a 70% restocking charge.
2. All materials are in good condition at time of pickup or STI delivery. All material must be inspected prior to installation. Use or installation constitutes acceptance. Absolutely no claims will be considered after material has been installed.
3. STI shall not be held liable for use of any material or product and makes no expressed or implied warranty of suitability for any particular purpose or application.
4. All non-credit clients must provide payment in full prior to pickup or delivery. All material remains the property of STI until paid in full. Deposits are non-refundable nor transferable. All pickups are by appointment. No walk-in pickups allowed.
5. Wood - STI bears no responsibility for environmental acclimatization once wood product is delivered on site.
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 - a. Slab orders must be shipped out within 30 days
 - i. If order is 60 days past required date:
 - i. Stone Tile requires the remaining balance be paid in full within 30 days
 - ii. Upon full payment, material must be picked up or delivered within 30 days
 - a. Failure to do so will result in the following storage fees
 1. \$0.50 per SF for the first 60 days from full payment
 2. \$1.00 per SF for the next 60 days after that
 3. If not taken at this point your order will be released back to stock and amount will be credited to use toward any available stock at its current price point
 - b. Failure to pay balance in full within 30 days will result in material being released back to stock
 - i. Loss of deposit on material and/or deposit being allocated to other material
 - i. \$0.50 per SF for the first 30 days past the original required date
 - ii. If material is not picked up or delivered after 60 days of the original required date, Stone Tile reserves the right to return the material back to stock. Your deposit is non-refundable and may be used toward purchase and material at its current price point.

*** REPRINT ***


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

1 of 2

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Group 505 Cityview Blvd Vaughan , ON L4h 0I8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	
Fax Number:	Terms Amount:: 0.00	Job Name:: 346 Davenport 801
Email: BGraham@qsg.ca	Net Due Date:: 2023-07-21	Invoice Number:: 30157640
P.O. No./Job: 890729	Disc. Due Date:: 2023-07-21	Invoice Date: June,21,2023
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Number: 10107978
Salesperson: Ruth Benaim	F.O.B.:: Origin	Order Date: June,20,2023
Shipping Route: 1P/U	Tracking #	Pick Ticket: 20080734
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
Delivery Instructions: Braedan 905-252-7454 bgraham@qsg.ca								
OTHER NATUR MC-1MB15-3030H	MARE BIANCO HEX MOSAIC ASMM-15 1"x1"/12"x12" mesh vein-cut, honed	28.00SF	28.00SF	0	0.00SF		13.89 SF	388.92
	Lot / Shade: BLK2 Qty: 28.00 SF							

Total Lines: 1

SUB-TOTAL:	388.92
Ontario HST:	50.56
TOTAL DUE:	439.48
	Canadian Dollar
	GST Number: 134404524RT0001

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 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport 801
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157640
Email: BGraham@qsg.ca	Net Due Date:: 2023-07-21	Invoice Date: June,21,2023
P.O. No./Job: 890729	Disc. Due Date: 2023-07-21	Order Number: 10107978
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: June,20,2023
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080734
Shipping Route: 1P/U	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA

phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

1 of 2

Invoice

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Rugs of Canada Limited (Quality Sterling (Quality Rugs of Canada Ltd.) 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 901 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30159349
Email: MGulino@qsg.ca	Net Due Date:: 2023-08-09	Invoice Date: July,10,2023
P.O. No./Job: 871294	Disc. Due Date:: 2023-08-09	Order Number: 10080639
Order Taker:: R DAMMAN	Ship Via:: STI Truck	Order Date: May,10,2022
Salesperson: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080383
Shipping Route:	Tracking #	
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
MARBLE	CUT-VOLAKAS-22MOS-HONE VOLAKAS 2x2"/12x12" MOSAIC honed Lot / Shade: C-BLK1-110722 Qty: 17.00 SF	17.00SF	17.00SF	0	0.00SF		23.09 SF	392.53
MARBLE	CUT-SIVEC-0202-H SIVEC 2"X2" HONED & MESHED Lot / Shade: C-BLK1-110722-H Qty: 42.00 SF	42.00SF	42.00SF	0	0.00SF		27.81 SF	1,168.02

Total Lines: 2

SUB-TOTAL:	1,560.55
Ontario HST:	202.87
TOTAL DUE:	1,763.42
	Canadian Dollar
	GST Number: 134404524RT0001

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 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 901 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30159349
Email: MGulino@qsg.ca	Net Due Date:: 2023-08-09	Invoice Date: July, 10, 2023
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Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: May, 10, 2022
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080383
Shipping Route:	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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* * * REPRINT * * *


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

1 of 2

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Group 505 Cityview Blvd Vaughan , ON l4h 0l8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim
Phone Number:		Payment Terms::	Net 30
Fax Number:		Terms Amount::	0.00
Email:	BGraham@qsg.ca	Net Due Date::	2023-07-05
P.O. No./Job:	890030	Disc. Due Date::	2023-07-05
Order Taker::	RDAMMAN	Ship Via::	Pickup
Salesperson::	Ruth Benaim	F.O.B.::	Origin
Shipping Route:	1P/U	Tracking #	
Customer ID:	19378	Job Name::	346 Davenport Suite 802-Additi
		Invoice Number::	30155855
		Invoice Date:	June,05,2023
		Order Number:	10106606
		Order Date:	June,01,2023
		Pick Ticket:	20079732

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disp	Unit Price	Extended Price
Delivery Instructions: Braedan 905-252-7454 BGraham@qsg.ca								
MARBLE	MA-VOLA-1224-H VOLAKAS 12"x24"x1cm honed Lot / Shade: BLK1-110722-H Qty: 160.00 SF	160.00SF	160.00SF	0	0.00SF		14.01 SF	2,241.60
MARBLE	MA-POWH-1224-H POLAR WHITE 12"x24"x3/8" honed microbeveled Lot / Shade: BLK1-041022-H Qty: 90.00 SF	90.00SF	90.00SF	0	0.00SF		14.68 SF	1,321.20
MARBLE	MA-NGRL1224H1 NORDIC GREY LIGHT 12"x24"x1/2" honed/micro bevel epoxy/mesh back Lot / Shade: BLK2-240322 Qty: 100.00 SF	100.00SF	100.00SF	0	0.00SF		22.51 SF	2,251.00

Total Lines: 3

SUB-TOTAL:	5,813.80
Ontario HST:	755.80
TOTAL DUE:	6,569.60
	Canadian Dollar
	GST Number: 134404524RT0001

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Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 802-Additi
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30155855
Email: BGraham@qsg.ca	Net Due Date:: 2023-07-05	Invoice Date: June,05,2023
P.O. No./Job: 890030	Disc. Due Date: 2023-07-05	Order Number: 10106606
Order Taker:: RDAMMAN	Ship Via:: Pickup	Order Date: June,01,2023
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20079732
Shipping Route: 1P/U	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

1 of 2

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Rugs of Canada Limited (Quality Sterling (Quality Rugs of Canada Ltd.) 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 801 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157077
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Date: June,15,2023
P.O. No./Job: 871290	Disc. Due Date:: 2023-07-15	Order Number: 10080633
Order Taker:: RDAMMAN	Ship Via:: Pickup	Order Date: May,10,2022
Salesperson: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080431
Shipping Route: 1P/U	Tracking #	
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
MARBLE	CUT-VOLAKAS-22MOS-HONE VOLAKAS 2x2"/12x12" MOSAIC honed Lot / Shade: C-BLK1 Qty: 140.00 SF	140.00SF	140.00SF	0	0.00SF		23.09/SF	3,232.60

Total Lines: 1

SUB-TOTAL:	3,232.60
Ontario HST:	420.24
TOTAL DUE:	3,652.84
	Canadian Dollar
	GST Number: 134404524RT0001

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Invoice

2 of 2

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1 of 2

Invoice

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Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	
Fax Number:	Terms Amount:: 0.00	Job Name:: 346 Davenport Suite 902 WO T
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Number:: 30157163
P.O. No./Job: 873548	Disc. Due Date:: 2023-07-15	Invoice Date: June,15,2023
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Number: 10085071
Salesperson: Ruth Benaim	F.O.B.:: Origin	Order Date: July,06,2022
Shipping Route: 2STI	Tracking #	Pick Ticket: 20080378
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
MARBLE	BUY-SIVEC-1224-P SIVEC 12"x24" POLISHED Lot / Shade: BLK1-121022-H Qty: 32.00 SF Lot / Shade: BLK1-121022-P Qty: 172.00 SF	204.00SF	204.00SF	0	0.00SF		16.81 SF	3,429.24
MARBLE	MA-VOLA-1224-P VOLAKAS 12"x24" POLISHED Lot / Shade: BLK1-181022-P Qty: 494.00 SF	494.00SF	494.00SF	0	0.00SF		12.09 SF	5,972.46
PORCELAIN	PRO2-FT-NEBB-03000600-010-NATU-RE Pav Roc 2 Nebbia SM03 30x60x1cm natural rect Lot / Shade: RT69F Qty: 96.00 SF	96.00SF	96.00SF	6	0.00SF		4.14 SF	397.44

Total Lines: 3

SUB-TOTAL:	9,799.14
Ontario HST:	1,273.89
TOTAL DUE:	11,073.03
	Canadian Dollar
	GST Number: 134404524RT0001

*** REPRINT ***


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 902 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157163
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Date: June, 15, 2023
P.O. No./Job: 873548	Disc. Due Date: 2023-07-15	Order Number: 10085071
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: July, 06, 2022
Salesperson:: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080378
Shipping Route: 2STI	Tracking #	

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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Terms and Conditions

1. All sales are final subject to the following Terms and Conditions:
 - a. Returns are not accepted on any Stone Slabs, Stone Tile or Wood products
 - b. Returns are not allowed on any non-stock or special-order items
 - c. Returns are not allowed on setting materials or sealing products
 - d. Material sold from our sale outlet is sold "as is" and cannot be returned or exchanged
 - e. Stock items of porcelain and ceramic may be returned subject to the following conditions:
 - i. No returns will be accepted without a return material authorization number. To obtain a return material authorization number please contact your sales rep or customer service
 - ii. Since every stone and wood product is unique regarding colour, veining, texture, etc., samples are intended to be merely suggestive of the final product. Variations are due to nature and unavoidable. They must be returned in its original packaging and is subject to STI inspection to ensure it is in resalable condition.
 - iii. Returns will not be accepted after 60 days of invoice date.
 - iv. Returns within 30 days of invoice date will be subject to a 50% restocking charge, while returns within 30 to 60 days of invoice date will be subject to a 70% restocking charge.
2. All materials are in good condition at time of pickup or STI delivery. All material must be inspected prior to installation. Use or installation constitutes acceptance. Absolutely no claims will be considered after material has been installed.
3. STI shall not be held liable for use of any material or product and makes no expressed or implied warranty of suitability for any particular purpose or application.
4. All non-credit clients must provide payment in full prior to pickup or delivery. All material remains the property of STI until paid in full. Deposits are non-refundable nor transferable. All pickups are by appointment. No walk-in pickups allowed.
5. Wood - STI bears no responsibility for environmental acclimatization once wood product is delivered on site.
6. Sealers are required for all-natural stones. Polished porcelain tiles should be sealed when using a contrasting grout color.
7. All prices are FOB Stone Tile (STI) warehouse at Toronto, ON M6B 3X9
8. All agreements are subject to strikes, delays of carriers, quarry conditions, weather, and factors beyond the control of STI.
9. All orders must be picked up within 30 days of the original required date or storage fees may be applied.
 - a. Slab orders must be shipped out within 30 days
 - i. If order is 60 days past required date:
 - i. Stone Tile requires the remaining balance be paid in full within 30 days
 - ii. Upon full payment, material must be picked up or delivered within 30 days
 - a. Failure to do so will result in the following storage fees
 1. \$0.50 per SF for the first 60 days from full payment
 2. \$1.00 per SF for the next 60 days after that
 3. If not taken at this point your order will be released back to stock and amount will be credited to use toward any available stock at its current price point
 - b. Failure to pay balance in full within 30 days will result in material being released back to stock
 - i. Loss of deposit on material and/or deposit being allocated to other material
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* * * REPRINT * * *


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Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

1 of 2

Bill To:	Quality Rugs of Canada Limited (Quality Sterling C Quality Rugs of Canada Ltd. 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA	Ship To:	Quality Rugs of Canada Limited (Quality Sterling (Quality Rugs of Canada Ltd.) 505 Cityview Boulevard Vaughan , ON L4H 0L8 CA
Attention:	Attn: Lisa Culmone		Ruth Benaim

Phone Number:	Payment Terms:: Net 30	Job Name:: 346 Davenport Suite 902 WO T
Fax Number:	Terms Amount:: 0.00	Invoice Number:: 30157164
Email: MGulino@qsg.ca	Net Due Date:: 2023-07-15	Invoice Date: June,15,2023
P.O. No./Job: 873548	Disc. Due Date:: 2023-07-15	Order Number: 10085071
Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: July,06,2022
Salesperson: Ruth Benaim	F.O.B.:: Origin	Pick Ticket: 20080379
Shipping Route:	Tracking #	
Customer ID: 19378		

Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
MARBLE	CUT-VOLAKAS-22MOS-HONE VOLAKAS 2x2"/12x12" MOSAIC honed Lot / Shade: C- BLK1-110722 Qty: 21.00 SF	21.00SF	21.00SF	0	0.00SF		23.09 SF	484.89

Total Lines: 1

SUB-TOTAL:	484.89
Ontario HST:	63.04
TOTAL DUE:	547.93
	Canadian Dollar
	GST Number: 134404524RT0001

*** REPRINT ***


Stone Tile International Inc.

Branch: (010) Stone Tile International Inc.
 1451 Castlefield Avenue, Toronto, ON M6M 1Y3, CA
 phone: 416-515-9000 fax: 416-534-1782 www.stone-tile.com

Invoice

2 of 2

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Order Taker:: RDAMMAN	Ship Via:: STI Truck	Order Date: July, 06, 2022
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Material	Item ID Item Description	Ordered	Shipped	Boxes	Remaining	Disc	Unit Price	Extended Price
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* * * REPRINT * * *

Additional Summary of AP at August 4th

From: [Ross Fletcher](#)
To: [Besant, Chris](#)
Subject: Summary of A/P at August 4th
Date: Friday, October 20, 2023 5:02:54 PM
Attachments: [image002.png](#)
[QSG AP list.xlsx](#)

Chris,

Attached is the listing of A/P at August 4th with a break-down by materials (carpet/tile/wood surfaces, underlayment, glues/adhesives, grout, etc.) suppliers and other (services). In summary it looks like this:

A/P at August 4th					
\$000s		Quality	Timeline	Malvern	Total
	Total A/P	16,192	1,931	1,162	19,284
	Materials suppliers	15,510	1,784	1,084	18,378
	other	682	147	77	906

As discussed, there has been modest pay-down of the materials A/P; more pay-down of the other with some parties being critical (e.g. Matthews Dinsdale).

Still working on the A/R and collections info – will have something over to you tonight.

Hope this is helpful. Please call if you have questions.

Thanks,
Ross

Ross G. Fletcher
 Executive Vice President, Finance & Corporate Development
 Quality Sterling Group
 505 Cityview Blvd., Unit# 1, Vaughan, ON L4H 0L8
 T: 905 585-4800 x288 | E: rfletcher@qsg.ca

A/P at August 4th

\$000s	Quality	Timeline	Malvern	Total
Total A/P	16,192	1,931	1,162	19,284
Materials suppliers	15,510	1,784	1,084	18,378
other	682	147	77	906

QSG Materials Suppliers Summary

(\$000s) 15,510 1,784 1,084 18,378

Supplier Name	Aug. 4th Balances			Total	cumulative	Updates
	Q	T	M			
Metropolitan	2,451	143	15	2,609	2,609	14%
Fuzion	1,547	335	46	1,927	4,536	25%
Olympia	1,251	125	212	1,588	6,125	33%
Vintage	1,444	91	-	1,535	7,659	42%
Torlys	1,362	6	7	1,375	9,034	49%
Prosol	871	121	354	1,346	10,380	56%
Mohawk	983	19	28	1,030	11,410	62%
Ceratec	887	14	-	901	12,311	67%
Anatolia	815	-	15	830	13,141	72%
Lauzon	757	4	-	760	13,901	76%
Beaulieu	474	46	16	535	14,437	79%
Vifloor	469	-	-	469	14,906	81%
CDS Dist'n	357	-	23	380	15,286	83%
Gesco	268	66	-	334	15,621	85%
Stone	279	1	37	316	15,937	87%
Ames	-	274	-	274	16,211	88%
CLOT	202	-	22	224	16,435	89%
Centura	79	44	78	202	16,636	91%
Polyfloor	94	-	38	131	16,768	91%
2 Stone	-	117	-	117	16,885	92%
Premier Ceramic	116	-	-	116	17,001	93%
DalTile	47	21	33	101	17,102	93%
Interface	75	-	25	100	17,202	94%
Carpenter	94	-	-	94	17,296	94%
Bimbrook	84	-	-	84	17,380	95%
Axiom	35	35	-	69		
Escalnaso	-	65	-	65		
Pacific Stone	-	59	-	59		
Shaw	22	33	-	55		since fully paid
Tapattec	51	-	-	51		
Goodfellow	29	22	-	51		
Biyork	43	-	5	48		
European Touch	-	43	-	43		
Forbo	-	-	39	39		
Twelve Oaks	-	39	-	39		
Pliteq	38	-	-	38		
Tarkett	21	2	11	33		
GO Resilient	-	-	31	31		
Weston Wood Sol'ns	29	-	-	29		
Wolfpack Pkg	29	-	-	29		
Combina	-	25	-	25		
Royal Building Supplies	24	-	-	24		
Rex Building Material	24	-	-	24		
Crownhill	23	-	-	23		
Gerflor	-	-	19	19		
York Flooring	18	-	-	18		
Action Paper	16	-	-	16		
Altro	10	-	5	15		
Montreal Paper	14	-	-	14		
Maple Terrazzo	1	-	12	13		
Marble Plus	12	-	-	12		
Grandeur	11	-	-	11		
Atlas Corrugated	10	-	-	10		
Dantra	-	8	-	8		
North Dalton Carpet W/H	7	-	-	7		
Deco-Tile	-	-	7	7		
Fontile	-	6	-	6		
Ceragres	3	3	-	6		
Sika	6	-	-	6		
DC Flooring	-	6	-	6		
Foam Solutions	6	-	-	6		
XL Flooring	5	-	-	5		
Crispo	5	-	-	5		
Canada Building Materials	5	-	-	5		
C & S Ceramic	-	4	-	4		
Canada Base	-	-	3	3		
Bentley Mills	-	3	-	3		
Engineered Floors	-	-	3	3		
Mercier	2	-	-	2		
Gym-Con	-	-	2	2		
Stanton	2	-	-	2		
Levey	2	-	-	2		
City Tile	-	2	-	2		
Super Saver	-	1	-	1		
Cousins	-	1	-	1		
Grip Clinch	0	-	-	0		
Unifloor	-	0	-	0		
Milliken	-	-	0	0		
First Class Flooring	0	-	-	0		
Torcan	0	-	-	0		
Mondo	-	-	-	-		
Tandus	-	-	-	-		

some payments - in total less than \$5K

now approximately \$20K higher (late shipment before Aug 4th not reflected in the \$84K figure)

since fully paid

Supplier Name	Ref	Qty	Unit	Rate	Amount	16,192,026	Type	materials	15,510,070	Pivot Supplier Name
407 ETR	ISC	PC	SR	5J8	g	743.33	other			
407 ETR Acct 500561255		PC	SR	5J8	g	6,820.69	other			
407 ETR Acct 531491281		PC	SR	5J8	g	1,950.74	other			
407 ETR Acct 893924938		PC	SR	5J8	g	774.83	other			
Action Paper & Packaging Co.L		10	SR	3(4)	g	15,617.00	materials	15,617		Action Paper
ACTUALISATION IDH, INC.		66	DK	218	g	122,794.88	other			
ALECTRA UTILITIES CORPORATION		PC	DR	5N2	g	6,066.39	other			
ALTRO CANADA INC.		62	DR	143	g	10,372.27	materials	10,372		Altro
ANATOLIA TILE & STONE INC.		83	DR	4905	g	814,763.04	materials	814,763		Anatolia
ASCA		10	DR	744	g	8,862.22				
ASTLEY GILBERT LTD.	A04	42	DR	244	g	271.61	other			
ATLAS CORRUGATED BOX		31	DR	3(9)	g	10,197.12	materials	10,197		Atlas Corrugated
AXIOM (timeline)		12	DR	71	g	34,635.69	materials	34,636		Axiom
BEAULIEU	380	33	DR	118	g	473,910.47	materials	473,910		Beaulieu
BELL MOBILITY INC. A/C 510315213		P	BR	41888	g	22,372.28	other			
BIMBROOK		96	DR	490	g	84,305.26	materials	84,305		Bimbrook
BIOCHEM	STE	91	DR	1(4)	g	1,226.72	other			
BIYORK		74	DR	1905	g	43,353.93	materials	43,354		Biyork
BLAKE CASSELS and GRAYDON LLP		19	DR	144	g	1,602.41	other			
Britec Computer	Al	SP	DR	111	g	339.00	other			
CANADA BUILDING MATERIALS COMPANY		11	ST	DR	(800)	4,762.03	materials	4,762		Canada Building Materials
CAPITAL STAFFING	Age	PC	DR	(41)	g	13,022.22	other			
CARBON NEUTRAL SHREDDING		PC	DR	2(4)	g	549.18	other			
CARPENTER CANADA CO.	SR	P	DR	1K1	g	93,702.41	materials	93,702		Carpenter
CASSELS BROCK & BLACKWELL LLP		5	DR	4(4)	g	16,241.29	other			
CDS DISTRIBUTION INC.		42	DR	143	g	357,363.35	materials	357,363		CDS Dist'n
CDW CANADA CORP		P	DR	5905	g	7,630.99	other			
CENTURA		95	DR	144	g	79,403.50	materials	79,404		Centura
Ceragres Tile Group Inc.		82	DR	1	g	3,359.73	materials	3,360		Ceragres
Ceratec Inc.	TILE	41	DR	3800	g	886,588.01	materials	886,588		Ceratec
CIOT		85	DR	2(4)	g	201,600.40	materials	201,600		CIOT
CONCORD HARDWARE		37	DR	1905	g	8,931.18	other			
CONSTRUCT CONNECT	614	DR	DR	2187	g	452.00	other			
Crispo Canada		61	DR	4E3	g	4,800.24	materials	4,800		Crispo
CROWNHILL PACKAGING LTD	TILE	89	DR	01905	g	23,083.31	materials	23,083		Crownhill
Dal-Tile of Canada Inc.	TILE	40	DR	5(905)	g	46,774.53	materials	46,775		DalTile
DJA LOGISTICS		83	DR	WADA	g	27,735.85	other			
Document Direction Limited	763	DR	DR	2416	g	1,622.40	other			
Dodds Garage Door Systems, Inc.		60	DR	2	g	572.91	other			
DOOR DOCTOR		4	DR	4416	g	2,455.50	other			
Durox (PROSOL INC.)	TILE	43	DR	2905	g	870,974.68	materials	870,975		Prosol
EIO SOLUTIONS		91	DR	0G7	g	2,125.53	other			
EVK EAST INC.	k	Se	DR	1647	g	24,973.00	other			
FIBERNETICS		96	DR	218	g	1,001.78	other			
First Class Flooring		10	DR	14	g	63.28	materials	63		First Class Flooring
FIS CAPITAL		34	DR	1SA	g	2,560.58	other			
FOAM SOLUTIONS		25	DR	2(1)	g	5,613.84	materials	5,614		Foam Solutions
GESCO		50	DR	51	g	268,093.29	materials	268,093		Gesco
GIANT DISPOSAL		50	DR	1(41)	g	21,220.08	other			
GO SMOOTH Transportation LTD	ISC	7	DR	49	g	6,406.42	other			
Goodfellow Inc.	W	22	DR	1	g	29,261.25	materials	29,261		Goodfellow
GRANDEUR		63	DR	1905	g	11,282.91	materials	11,283		Grandeur
GREAT CANADIAN OIL CHANGE (Tony's Oil Inc)		90	DR	2	g	107.34	other			
GRIP CLINCH CANADA		73	DR	6416	g	406.81	materials	407		Grip Clinch
INTERFACE		23	DR	5(6)	g	75,054.28	materials	75,054		Interface
JOBS TO GO		25	DR	5905	g	8,196.20	other			
JOSEF GAS		20	DR	14(4)	g	35.68	other			
LANETCO COMPUTER NETWORKS INC.	112	DR	DR	13N8	g	75,280.59	other			
LAUZON	DW	21	DR	1819	g	756,921.81	materials	756,922		Lauzon
LEVY INDUSTRIES, INC.		21	DR	5905	g	1,572.91	materials	1,573		Levey
LIFTOW LIMITED	520	P	DR	34	g	36,709.94	other			
MACRO-UNIVERSE ENTERPRISE LTD.	DW	67	DR	7187	g	1,546,942.26	materials	1,546,942		Fuzion
MAPLE TERRAZZO		16	DR	1K3	g	655.40	materials	655		Maple Terrazzo
MARBLE PLUS		11	DR	-1905	g	5,601.34	materials	5,601		Marble Plus
MARBLE PLUS INC.	TILE	11	DR	1905	g	6,162.07	materials	6,162		Marble Plus
Mathews Dinsdale & Clark LLP		TH	DR	044	g	75,717.37	other			
MAXI-RISE		4	DR	244	g	2,017.05	other			
Mercier Wood Flooring Inc.	W	33	DR	4800	g	2,400.42	materials	2,400		Mercier
METROPOLITAN		63	DR	1487	g	2,451,341.76	materials	2,451,342		Metropolitan
MNP LLP		50	DR	344	g	2,521.30	other			
MOHAWK CANADA CORPORATION	PC	DR	DR	7(1)	g	983,102.28	materials	983,102		Mohawk
MONTREAL PAPER CUTTING INC		18	DR	1878	g	14,339.70	materials	14,340		Montreal Paper
NORTH DALTON CARPET WAREHOUSE		66	DR	1	g	7,354.41	materials	7,354		North Dalton Carpet W/H
OAKHILL DISTRIBUTIONS INC		80	DR	2544	g	1,064.04	other			
OLYMPIA TILE INTERNATIONAL INC		10	DR	14	g	1,250,674.69	materials	1,250,675		Olympia
People 2.0 (all may & June Invoices)		PC	DR	5905	g	59,165.08	other			
PERFORMANCE PLUS		54	DR	2416	g	14,946.09	other			
Pliteq Inc.	RRP	13	DR	1X9	g	38,389.83	materials	38,390		Pliteq
POLYFLOR Canada Inc		32	DR	1905	g	93,773.40	materials	93,773		Polyfloor
PREMIER CERAMIC	E01	50	DR	044	g	116,249.13	materials	116,249		Premier Ceramic
REX BUILDING Material		40	DR	1416	g	23,804.10	materials	23,804		Rex Building Material
ROYAL BUILDING SUPPLIES LTD.	W	12	DR	2905	g	23,971.56	materials	23,972		Royal Building Supplies
RUGGIERI BROS		66	DR	3(9)	g	2,059.86	other			
RUSSO FIRE PROTECTION		15	DR	4416	g	568.39	other			
SHAW INDUSTRIES		LC	DR	800	g	21,994.69	materials	21,995		Shaw
SIKA		55	DR	0490	g	5,932.50	materials	5,933		Sika
STANTON CARPET	RP	PC	DR	5516	g	1,637.59	materials	1,638		Stanton
STONE TILE		14	DR	1416	g	278,950.16	materials	278,950		Stone
TAKE O By Clarimar Estudio, SRL	SG	C	DR	N	g	2,908.00	other			
Tapattec inc		36	DR	1905	g	51,351.27	materials	51,351		Tapattec
TARKETT		17	DR	706	g	20,624.22	materials	20,624		Tarkett

Creditor Name	Province	City	Address	Phone	Amount	1,930,595	Type	materials	1,783,855	Pivot Supplier Name
2 STONE DESIGNER CONCRETE, INC.	BC	Abbotsford	18835		117,003.43		materials	117,003		2 Stone
Air Liquide Canada Inc.	QC	Montreal	833		37.79		other			
Ames Tile & Stone	BC	Abbotsford	604		273,769.25		materials	273,769		Ames
Aqua Valley Water	BC	Abbotsford	902		54.00		other			
Axiom Surface Protection Inc.	AB	Calgary	1-866		34,635.69		materials	34,636		Axiom
BC Hydro Acct 1 0273 864	BC	Abbotsford	800		2,029.37		other			
Beaulieu Canada	QC	Montreal	311		45,886.92		materials	45,887		Beaulieu
Bell Aliant	QC	Montreal	CANA		264.44		other			
Bentley Mills Inc.	QC	Montreal	626		2,918.17		materials	2,918		Bentley Mills
BHappy Enterprises inc.	ELIN	Abbotsford	604		43,160.60		materials	43,161		European Touch
C & S Ceramic Tile Distributors	BC	Abbotsford	604		3,998.94		materials	3,999		C & S Ceramic
Centura Western	BC	Abbotsford	604		44,405.74		materials	44,406		Centura
Ceragres Tile Group Inc.	ITV	Abbotsford	902		2,695.31		materials	2,695		Ceragres
Ceratec	BC	Abbotsford	604		14,478.77		materials	14,479		Ceratec
City Tile	BC	Abbotsford	604		1,512.99		materials	1,513		City Tile
Collins Interiors Inc.	BC	Abbotsford	CANA		11,130.00		other			
Combina Global Inc.	QC	Montreal	403		25,414.48		materials	25,414		Combina
Cousins Flooring Accessories Ltd.	BC	Abbotsford	902		893.26		materials	893		Cousins
Dal-Tile of Canada	663	Abbotsford	902		20,904.55		materials	20,905		DalTile
Dan's Forklifts Ltd	BC	Abbotsford	604		1,250.04		other			
Dantra	L9	Abbotsford	902		8,461.92		materials	8,462		Dantra
Daro Flooring Constructions Inc. Halifax	NS	Halifax	905		1,508.71		other			
DC Flooring Supplies Ltd.	BC	Abbotsford	778		5,614.18		materials	5,614		DC Flooring
Diamond Delivery Group	BC	Abbotsford	902		12,788.04		other			
Don Brenton's	BC	Abbotsford	902		109.26		other			
Escalnaso Industries, Inc	BC	Abbotsford	604		65,445.43		materials	65,445		Escalnaso
Fontile Kitchen & Bath	BC	Abbotsford	64		6,079.77		materials	6,080		Fontile
Gesco Limited Parnetship	BC	Abbotsford	604		48,546.68		materials	48,547		Gesco
Goodfellow Inc.	BC	Abbotsford	800		21,812.79		materials	21,813		Goodfellow
Independent Security Services Atlantic	NS	Halifax	906		5,589.87		other			
LAUZON	BC	Abbotsford	877		3,524.52		materials	3,525		Lauzon
Lemar Enterprises Inc	BC	Abbotsford	506		965.76		other			
Macro Universe Enterprises Ltd.	127	Abbotsford	879		334,624.75		materials	334,625		Fuzion
McCarran's Carpet Finishing Co. Ltd.	BC	Abbotsford	604		666.40		other			
MCINNES COOPER LEGAL	BC	Abbotsford	866		2,556.04		other			
Metropolitan Hardwood Floors	BC	Abbotsford	604		142,751.15		materials	142,751		Metropolitan
MNP LLP	BC	Abbotsford	900		3,559.50		other			
Mohawk Canada Corportion	BC	Abbotsford	800		18,940.82		materials	18,941		Mohawk
NATURE PRINTS FLOORS INC.	BC	Abbotsford	778		1,029.00		other			
Nova Scotia Power Inc. 2100686-1 (Tenant)	NS	Halifax	877		2,240.00		other			
Office Move Pro	BC	Abbotsford	877		14,634.42		other			
Olympia Tile and Stone	Cc	Abbotsford	477		125,326.73		materials	125,327		Olympia
Pacific Coast Warehousing	BC	Abbotsford	604		16.28		other			
Pacific Stone Tile Limited	BC	Abbotsford	604		59,364.15		materials	59,364		Pacific Stone
Park Avenue Contracting Ltd.	BC	Abbotsford	CANAD		42,000.00		other			
Prosol Inc (AB)	45	Edmonton	515	dtrelle@prosol.ca	-		materials	-		Prosol
Prosol Inc (BC)	45	Edmonton	515		121,389.08		materials	121,389		Prosol
Prosol Inc (NS)	45	Edmonton	515	dtrelle@prosol.ca	-		materials	-		Prosol
Robert Mallinson	BC	Abbotsford	CANAD		2,149.88		other			
Roberts Company Canada Ltd	QC	Montreal	CANA		5,455.26		other			
RSC Incorporated	BC	Abbotsford	866		1,524.32		other			
Shaw Industries	BC	Abbotsford	800		32,691.19		materials	32,691		Shaw
Stack Lifts Inc	BC	Abbotsford	778		1,272.05		other			
Steelhead Business Products Ltd.	1007	Abbotsford	604		596.97		other			
Stewart Mckelvey	BC	Abbotsford	902		2,851.68		other			
STINGRAY RADIO INC/RADIO	L-FN	Abbotsford	902		6,359.50		other			
Stone Tile West, AB	4	Calgary	1-866		774.14		materials	774		Stone
Super Saver	BC	Abbotsford	604		1,332.35		materials	1,332		Super Saver
Tarkett Inc	QC	Montreal	706		1,942.32		materials	1,942		Tarkett
Tierrasol	BC	Abbotsford	604		17,523.45		materials	17,523		Gesco
Torlys	502	Abbotsford	905		6,462.04		materials	6,462		Torlys
Twelve Oaks Floors Inc.	BC	Abbotsford	587		38,667.53		materials	38,668		Twelve Oaks
Uline Canada Corporation	BC	Abbotsford	800		2,671.81		other			
Unifloor	BC	Abbotsford	604		391.43		materials	391		Unifloor
Vancouver Fire	BC	Abbotsford	604		302.40		other			
Vintage / BOAFRANC/ MIRAGE	BC	Abbotsford	416		90,510.26		materials	90,510		Vintage
Waste Connections of Canada	012	Abbotsford	844		529.21		other			
WhiteLaw Twining	BC	Abbotsford	604		9,729.55		other			
Winners Waterjet Cutting LTD.	BC	Abbotsford	604		535.50		other			
Workers' Compensation Board - NS	HN	Halifax	877		499.99		other			
Xpress Transport Solution Ltd.	BC	Abbotsford	403		9,833.25		other			

APPENDIX Q

From: [Latham, Joe](#)
To: [Renner, Natalie](#)
Cc: [Ricci, Derek](#); [Dhanani, Arif](#); [Tannenbaum, Bryan](#); [Axell, Erik](#)
Subject: RE: QSG - With Prejudice
Date: Wednesday, November 15, 2023 5:28:04 PM
Attachments: [Balances.msg](#)
[23.10.26 DIP Term Sheet Variance Analysis\(152292.1\).pdf](#)
[23.10.19 DIP Term Sheet Variance Analysis\(151364.1\).pdf](#)
[QSG-DIP Term Sheet Variance analysis 2023.10.12\(150738.1\).pdf](#)
[23.10.05 DIP Term Sheet Variance Analysis\(149783.1\).pdf](#)
[23.09.28 DIP Term Sheet Variance Analysis\(149193.2\).pdf](#)
[23.09.21 DIP Term Sheet Variance Analysis\(148391.1\).pdf](#)
[23.09.14 DIP Term Sheet Variance Analysis\(147331.1\).pdf](#)
[23.09.07 DIP Term Sheet Variance Analysis\(147333.1\).pdf](#)

Thank you, Natalie. Please find below the Monitor's responses to the questions which you posed. Our responses are in red.

Let us know if you have any further questions.

Joseph Latham

Goodmans LLP

416.597.4211
jlatham@goodmans.ca
goodmans.ca

From: Renner, Natalie <nrenner@dwpv.com>
Sent: Wednesday, November 15, 2023 2:25 PM
To: Latham, Joe <jlatham@goodmans.ca>
Cc: Ricci, Derek <dricci@dwpv.com>
Subject: QSG - With Prejudice

Joe,

We were hoping you and the Monitor could answer the following questions for Ironbridge in its capacity as DIP Lender. In our view, the following matters are relevant to the upcoming motion scheduled for November 24, 2023.

1. With respect to the Approved Cash Flows (as defined in the DIP Term Sheet and appended thereto):
 - a. Were the accounts receivable collections available for use only on a project by project basis?

No. QSG management advised the Monitor that accounts receivable collections received by Timeline, Malvern and Quality Rugs were pooled in the Quality Rugs receipts account and then transferred to whichever of the Timeline, Malvern and Quality Rugs' disbursements accounts where funds were needed, and not on a project by project basis.

- b. Were the accounts receivable collections commingled and available for general working capital purposes?

Yes. As stated above, accounts receivable collections were pooled in the Quality Rugs' receipts account and used where needed, whether this was for the purchase of materials, costs of installation, payroll costs and/or other overhead costs, and regardless which entity those expenses were incurred in.

- c. If the accounts receivable collections were available for use only on a project by project basis, what impact, if any, would there be on the quantum of the Ironbridge DIP?

If the cash flows had been prepared on the basis of receivables only being available for use on a project by project basis, there would have been pools of unused cash where projects did not require installations or materials, and there would have been a more significant contemplated need for DIP funds to fund those projects where expenditures were required and no accounts receivable collections to fund same. This would have meant that the size of the DIP would have had to be materially larger – just how large we cannot say.

2. Did you work with QSG to understand if it had the ability to track accounts receivable and payables on a project by project basis, either before or after August 4, 2023, which is the date of the initial stay of proceedings in this matter?

During the week after the ARIO was issued, in the context of discussions about the form of proposed Lien Regularization Order, QSG management advised the Monitor that, while QSG's accounting systems allowed them to track accounts receivable collections on a project by project basis, their accounting systems did not allow QSG to track payments on a project by project basis. Accounts receivable collections on a project by project basis were never provided to the Monitor. The only information regarding accounts receivable collections and disbursements that was provided to the Monitor on a regular basis were the weekly and cumulative variance analysis spreadsheets. (see response to question 5)

3. Were QSG's accounts receivable collections used in the manner contemplated in the Approved Cash Flows?

To the extent that accounts receivable were collected, yes, the Monitor is of the view that they were used in the manner contemplated in the Approved Cash Flows, together with the DIP funds, and a weekly and cumulative variance analysis report was provided to the Monitor (see response to question 5).

4. Apart from QSG's accounts receivable collections, what other assets did QSG have at the time of the CCAA filing on August 25, 2023?

The Monitor understands that the only other significant asset of QSG as at the time of the CCAA Initial Order on August 25, 2023 was inventory with a book value of approximately \$6.6 million. This information is confirmed in the email of Ross Fletcher dated October 4, 2023, a copy of which is attached hereto.

5. We understand that QSG prepared weekly cash flow variance reports under the DIP facility. Can you please provide us with copies of any such reports?

Copies of each of the weekly variance analysis reports which were delivered to the Monitor are attached hereto.

Thanks in advance,

Natalie

Natalie Renner

T 416.367.7489

nrenner@dwpv.com

[Bio](#) | [vCard](#)

DAVIES

155 Wellington Street West

Toronto, ON M5V 3J7

dwpv.com

DAVIES WARD PHILLIPS & VINEBERG LLP

This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies.

A/R, Holdback and Inventory balances

From: [Ross Fletcher](#)
To: [Ken Pearl \(kpearl@fullerlp.com\)](#); [Dhanani Arif](#)
Subject: Balances
Date: Wednesday, October 4, 2023 6:49:54 PM
Attachments: [image003.png](#)

Ken and Arif,

Here is the progression of the A/R, holdback and inventory balances:

Quality Sterling Group

(\$000s)	Aug 13	Aug 20	Aug 27	Sep 3	Sep 10	Sep 17	Sep 24	Oct 1
Accounts receivable	31,764	31,362	34,142	32,287	31,626	31,828	35,075	33,831
Holdbacks	6,936	7,028	7,197	7,197	7,237	7,129	6,751	6,561
Inventory	6,573	6,573	6,573	6,573	6,573	6,573	6,573	6,573
	<u>45,273</u>	<u>44,963</u>	<u>47,911</u>	<u>46,057</u>	<u>45,436</u>	<u>45,530</u>	<u>48,399</u>	<u>46,965</u>

23.09.07 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	Forecast	Actual	Variance		Cumulative Forecast	Cumulative Actual	Cumulative Variance	Cumulative Notes
Week Week Ended	Week 1 Sept 1	Week 1 Sept 1	Week 1 Sept 1					
Receipts								
Accounts receivable collections	\$ 1,748	\$ 2,421	\$ 673		\$ 1,748	\$ 2,421	\$ 673	1
Other collections	-	-	-		-	-	-	
Net cash receipts	\$ 1,748	2,421	\$ 673		\$ 1,748	\$ 2,421	\$ 673	
Disbursements								
Purchases of materials	\$ 1,335	\$ 1,758	\$ (423)		\$ 1,335	\$ 1,758	\$ (423)	2
Repayment of Waygar Obligations	1,500	884	616		1,500	884	616	3
Payments to subcontractors	627	592	35		627	592	35	
Payroll and benefits	496	441	55		496	441	55	4
Employee Commissions	-	-	-		-	-	-	
Rent	125	125	-		125	125	-	
Selling, general & admin.	78	80	(2)		78	80	(2)	
Sales taxes	-	-	-		-	-	-	
Professional fees	326	-	326		326	-	326	5
Financing expenses	12	-	12		12	-	12	
Contingency	50	-	50		50	-	50	
Total disbursements	\$ 4,548	\$ 3,880	\$ 668		\$ 4,548	\$ 3,880	\$ 668	
Net cash flow	\$ (2,799)	\$ (1,459)	\$ 1,340		\$ (2,799)	\$ (1,459)	\$ 1,340	
DIP funding required/received	2,799	3,000	201		2,799	3,000	201	
Opening cash balance	-	-	-		-	-	-	
Ending cash balance	\$ -	\$ 1,541	\$ 1,541		\$ -	\$ 1,541	\$ 1,541	
DIP Facility								
Opening DIP Facility balance	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Draws (repayments)	2,799	3,000	(201)		2,799	3,000	(201)	
Ending Interim DIP Facility balance	\$ 2,799	\$ 3,000	\$ (201)		\$ 2,799	\$ 3,000	\$ (201)	

Notes:

1. Accounts receivable collections are forecast conservatively by management. The receipt of accounts receivable collections greater than forecast is a timing difference.
2. On the basis that QSG had insufficient funds to purchase required quantities of materials to complete projects prior to August 25, 2023, QSG's management and procurement department ordered and paid for more material than forecast in order to be able to try and catch up on projects where deadlines had past or were pending for completion of work.
3. In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.
4. Payroll and benefits are forecast conservatively by management. This is favourable variance is a permanent difference.
5. On the basis that DIP funds were only advanced on August 31, 2023, QSG has not paid any professional fees as at September 1, 2023. This is a timing difference.

23.09.14 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	<i>Week</i>	Week 2	Week 2	Week 2	Cumulative			Notes
	<i>Week Ended</i>	Week 2 Sep 8	Week 2 Sep 8	Week 2 Sep 8	<i>to end of Week 2</i>			
		Forecast	Actual	Variance	Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 3,936	\$ 956	(\$ 2,980)	\$ 5,684	\$ 3,377	(\$ 2,307)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		3,936	956	(2,980)	5,684	3,377	(2,307)	
Disbursements								
Purchases of materials		1,467	589	878	2,802	1,434	1,368	2
Payments to subcontractors		627	478	149	1,254	1,076	178	3
Payroll and benefits		25	1	24	521	442	79	4
Employee commissions		-	0	(0)	-	0	(0)	
Rent		-	-	-	125	81	44	
Selling, general & admin.		78	155	(77)	156	303	(147)	
Sales taxes		-	-	-	-	0	(0)	
Professional fees		130	228	(98)	456	228	228	5
Repayment of Waygar obligations		-	-	-	1,500	884	616	6
Financing expenses		6	-	6	18	-	18	
Contingency		50	-	50	100	-	100	
Total disbursements		2,383	1,451	932	6,931	4,447	2,483	
Net cash flow		1,553	(495)	(2,048)	(1,246)	(1,070)	176	
DIP funding required/received		-	-	-	2,799	3,000	201	
Opening cash balance		-	5,100		-	2,674		
Ending cash balance		1,553	4,604		1,553	4,604		
DIP Facility								
Opening DIP Facility balance		2,799	3,000		-	-		
Draws (repayments)		-	-		2,799	3,000		
Ending Interim DIP Facility balance		\$ 2,799	\$ 3,000		\$ 2,799	\$ 3,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 Accounts receivable collections vary considerably from week to week and, further, the August 16, 2023 letter sent by LiUNA Local 183 to QSG's customers has been cited by numerous of them as reason for delaying payment to QSG. Accordingly, management believes that the variance is a timing difference.
- 2 The additional procedures necessitated by the filing process (previously issued purchase orders were cancelled and in need of replacement; exact payment details requiring supplier confirmation in advance to facilitate cash-before/cash-on-delivery terms) have slowed the ability of QSG's procurement department to re-establish the flow of materials. This situation is gradually being alleviated and the variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials prior to the August 25, 2023 due to insufficient funds and the procurement delays referenced in note 2 above have adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 Payroll and benefits are forecast conservatively by management. This is favourable variance is a permanent difference.
- 5 On the basis that DIP funds were only advanced on August 31, 2023, QSG had not fully paid professional fees as at September 8, 2023. This is a timing difference.
- 6 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.

23.09.21 DIP Term Sheet Variance Analysis

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

	<i>Week</i>	Week 3	Week 3	Week 3	Cumulative			Notes
	<i>Week Ended</i>	Sep 15	Sep 15	Sep 15	<i>to end of Week 3</i>			
		Forecast	Actual	Variance	Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 3,006	\$ 934	(\$ 2,072)	\$ 8,690	\$ 4,311	(\$ 4,379)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		3,006	934	(2,072)	8,690	4,311	(4,379)	
Disbursements								
Purchases of materials		1,553	2,239	(686)	4,355	3,673	682	2
Payments to subcontractors		756	796	(40)	2,010	1,871	139	3
Payroll and benefits		496	483	13	1,017	925	92	
Employee commissions		39	3	36	39	4	35	
Rent		-	-	-	125	81	44	
Selling, general & admin.		78	200	(122)	234	502	(268)	4
Sales taxes		325	184	141	325	184	141	
Professional fees		251	531	(280)	707	759	(53)	
Repayment of Waygar obligations		-	-	-	1,500	884	616	
Financing expenses		6	-	6	24	-	24	
Contingency		25	76	(51)	125	76	49	
Total disbursements		3,529	4,512	(983)	10,460	8,959	1,501	
Net cash flow		(523)	(3,578)	(3,055)	(1,769)	(4,648)	(2,879)	
DIP funding required/received		-	-	-	2,799	3,000	201	
Opening cash balance		1,553	4,604		-	2,674		
Ending cash balance		1,030	1,026		1,030	1,026		
DIP Facility								
Opening DIP Facility balance		2,799	3,000		-	-		
Draws (repayments)		-	-		2,799	3,000		
Ending Interim DIP Facility balance		\$ 2,799	\$ 3,000		\$ 2,799	\$ 3,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 Accounts receivable collections vary considerably from week to week and, further, the August 16, 2023 letter sent by LiUNA Local 183 to QSG's customers has been cited by numerous of them as reason for delaying payment to QSG. Accordingly, management believes that the variance is a timing difference.
- 2 The additional procedures necessitated by the filing process (previously issued purchase orders were cancelled and in need of replacement; exact payment details requiring supplier confirmation in advance to facilitate cash-before/cash-on-delivery terms) have slowed the ability of QSG's procurement department to re-establish the flow of materials. This situation is gradually being alleviated (as shown by the actual exceeding forecast in week 3) and the variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials prior to the August 25, 2023 due to insufficient funds and the procurement delays referenced in note 2 above have adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 Management believes that the variance is primarily a timing difference.

23.09.28 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	<i>Week</i>	Week 4	Week 4	Week 4	Cumulative			Notes
	<i>Week Ended</i>	Forecast	Actual	Variance	<i>to end of Week 4</i>			
					Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 1,606	\$ 1,030	(\$ 575)	\$ 10,296	\$ 5,341	(\$ 4,955)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		1,606	1,030	(575)	10,296	5,341	(4,955)	
Disbursements								
Purchases of materials		1,483	1,289	194	5,838	4,961	877	2
Payments to subcontractors		945	604	341	2,955	2,476	479	3
Payroll and benefits		25	29	(4)	1,042	982	60	4
Employee commissions		-	58	(58)	39	104	(65)	5
Rent		-	3	(3)	125	127	(2)	
Selling, general & admin.		78	82	(4)	312	472	(160)	6
Sales taxes		-	-	-	325	184	141	7
Professional fees		90	10	80	797	769	28	
Repayment of Waygar obligations		-	-	-	1,500	884	616	8
Financing expenses		6	-	6	30	-	30	
Contingency		25	107	(82)	150	183	(33)	9
Total disbursements		2,653	2,182	471	13,112	11,140	1,972	
Net cash flow		(1,047)	(1,151)	(104)	(2,816)	(5,799)	(2,983)	
DIP funding required/received		17	2,000	1,983	2,816	5,000	2,184	
Opening cash balance		1,030	1,026		-	2,674		
Ending cash balance		-	1,875		(0)	1,875		
DIP Facility								
Opening DIP Facility balance		2,799	3,000		-	-		
Draws (repayments)		17	2,000		2,816	5,000		
Ending Interim DIP Facility balance		\$ 2,816	\$ 5,000		\$ 2,816	\$ 5,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 Accounts receivable collections vary considerably from week to week and, further, the August 16, 2023 letter sent by LiUNA Local 183 to QSG's customers has been cited by numerous of them as reason for delaying payment to QSG. The court endorsement of September 22nd is expected to help to rectify this situation. Accordingly, management believes that the variance is a timing difference.
- 2 The additional procedures necessitated by the filing process have slowed the ability of QSG's procurement department to re-establish the flow of materials. In addition, the negative collections variance noted above has caused QSG to be more conservative in purchasing materials. This "additional procedures" situation is gradually being alleviated and collections are expected to improve so that this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds and the procurement delays referenced in note 2 above have adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 Payroll and benefits are forecast conservatively by management. This favourable variance is a permanent difference.
- 5 Commissions are salesperson and project specific. This variance is considered to be a timing difference.
- 7 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 8 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.
- 9 Management did not forecast payment of pre-CCAA unpaid professional fees to its labour counsel; however, management, in consultation with the Monitor, considers the continuity and participation of existing labour counsel in discussions with the various unions essential to ongoing business operations. Payment of labour counsel's fee arrears is deemed to be a critical payment. This is a permanent variance.

23.10.05 DIP Term Sheet Variance Analysis

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

	<i>Week</i>	Week 5	Week 5	Week 5	Cumulative			Notes
	<i>Week Ended</i>	Sep 29	Sep 29	Sep 29	<i>to end of Week 5</i>			
	Forecast	Actual	Variance	Forecast	Actual	Variance		
Receipts								
Accounts receivable collections	\$ 1,497	\$ 3,704	\$ 2,207	\$ 11,793	\$ 9,046	(\$ 2,747)	1	
Other receipts	-	-	-	-	-	-		
Net cash receipts	1,497	3,704	2,207	11,793	9,046	(2,747)		
Disbursements								
Purchases of materials	1,492	792	700	7,330	5,753	1,577	2	
Payments to subcontractors	945	547	398	3,900	3,023	877	3	
Payroll and benefits	496	501	(5)	1,538	1,483	55		
Employee commissions	-	32	(32)	39	136	(97)	4	
Rent	-	-	-	125	139	(14)		
Selling, general & admin.	78	71	7	390	531	(141)	5	
Sales taxes	-	-	-	325	184	141	6	
Professional fees	115	250	(135)	912	1,019	(108)		
Repayment of Waygar obligations	-	-	-	1,500	884	616	7	
Financing expenses	10	-	10	40	-	40		
Contingency	25	-	25	175	183	(8)		
Total disbursements	3,161	2,193	968	16,273	13,334	2,939		
Net cash flow	(1,664)	1,511	3,175	(4,480)	(4,288)	192		
DIP funding required/received	1,664	-	(1,664)	4,480	5,000	520		
Opening cash balance	-	1,875		-	2,674			
Ending cash balance	-	3,386		-	3,386			
DIP Facility								
Opening DIP Facility balance	2,816	5,000		-	-			
Draws (repayments)	1,664	-		4,480	5,000			
Ending Interim DIP Facility balance	\$ 4,480	\$ 5,000		\$ 4,480	\$ 5,000			

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 The August 16, 2023 letter sent by LiUNA Local 183 to QSG's customers was cited by numerous of them as reason for delaying payment to QSG. The court endorsement of September 22nd helped to rectify this situation as evidenced by Week 5's positive variance. Accordingly, management believes that the cumulative variance is a timing difference.
- 2 The additional procedures necessitated by the filing process have slowed the ability of QSG's procurement department to re-establish the flow of materials. In addition, the negative collections variance noted above caused QSG to be more conservative in purchasing materials. This "additional procedures" situation is gradually being alleviated and collections have started to improve so that this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds and the procurement delays referenced in note 2 above have adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 The forecast cash flow reflected commissions being paid monthly whereas commissions are actually paid quarterly. The above actual payments relate to commissions earned in June, July and August. The variance is therefore considered to be a timing difference.
- 5 Includes some payments of annual amounts; adjustment therefor is approximately \$46.5K. Also includes payment of credit card balances which are classified in the weekly cash management report as "SG&A". Review of the underlying charges indicates that approximately \$34.8K relates to materials purchases (as QSG no longer has terms with suppliers, some immediate materials requirements are paid on credit card). The balance of the variance (~\$59K) is considered to be a permanent difference.
- 6 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 7 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.

23.10.12 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	<i>Week</i>	Week 6	Week 6	Week 6	Cumulative			Notes
	<i>Week Ended</i>	Oct 6	Oct 6	Oct 6	<i>to end of Week 6</i>			
		Forecast	Actual	Variance	Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 3,350	\$ 2,459	(\$ 891)	\$ 15,143	\$ 11,504	(\$ 3,639)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		3,350	2,459	(891)	15,143	11,504	(3,639)	
Disbursements								
Purchases of materials		1,501	2,211	(710)	8,831	7,964	867	2
Payments to subcontractors		945	604	341	4,845	3,627	1,218	3
Payroll and benefits		25	28	(3)	1,563	1,511	52	
Employee commissions		-	5	(5)	39	141	(102)	4
Rent		125	131	(6)	250	270	(20)	
Selling, general & admin.		78	114	(36)	468	645	(177)	5
Sales taxes		-	-	-	325	184	141	6
Professional fees		115	233	(118)	1,027	1,252	(226)	
Repayment of Waygar obligations		-	-	-	1,500	884	616	7
Financing expenses		10	-	10	50	-	50	
Contingency		10	-	10	185	183	2	
Total disbursements		2,809	3,326	(517)	19,082	16,660	2,422	
Net cash flow		541	(867)	(1,408)	(3,939)	(5,155)	(1,216)	
DIP funding required/received		-	-	-	4,480	5,000	520	
Opening cash balance		-	3,386		-	2,674		
Ending cash balance		541	2,519		541	2,519		
DIP Facility								
Opening DIP Facility balance		4,480	5,000		-	-		
Draws (repayments)		-	-		4,480	5,000		
Ending Interim DIP Facility balance		\$ 4,480	\$ 5,000		\$ 4,480	\$ 5,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 The August 16, 2023 letter sent by LiUNA Local 183 to QSG's customers was cited by numerous of them as reason for delaying payment to QSG. The court endorsement of September 22nd helped to rectify this situation as evidenced by Week 5's positive variance. Accordingly, management believes that the cumulative variance is a timing difference.
- 2 The additional procedures necessitated by the filing process have slowed the ability of QSG's procurement department to re-establish the flow of materials. In addition, the negative collections variance noted above caused QSG to be more conservative in purchasing materials. This "additional procedures" situation is gradually being alleviated and collections have started to improve so that this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds and the procurement delays referenced in note 2 above have adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 The forecast cash flow reflected commissions being paid monthly whereas commissions are actually paid quarterly. The above actual payments relate to commissions earned in June, July and August. The variance is therefore considered to be a timing difference.
- 5 Includes some payments of annual and monthly amounts; adjustment therefor is approximately \$36K. Also includes payment of Monthly Insurance, WSIB, Monthly Logistics companies and credit card balances which are classified in the weekly cash management report as "SG&A". Review of the underlying charges indicates that approximately \$19K relates to monthly insurance payment and 13K WSIB. The balance of the variance (~\$59K) is considered to be a permanent difference.
- 6 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 7 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.

23.10.19 DIP Term Sheet Variance Analysis

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

	<i>Week</i>	Week 7	Week 7	Week 7	Cumulative			Notes
	<i>Week Ended</i>	Oct 13	Oct 13	Oct 13	<i>to end of Week 7</i>			
	Forecast	Actual	Variance	Forecast	Actual	Variance		
Receipts								
Accounts receivable collections	\$ 2,191	\$ 568	(\$ 1,623)	\$ 17,334	\$ 12,073	(\$ 5,261)	1	
Other receipts	-	-	-	-	-	-		
Net cash receipts	2,191	568	(1,623)	17,334	12,073	(5,261)		
Disbursements								
Purchases of materials	1,413	776	637	10,244	8,739	1,505	2	
Payments to subcontractors	966	563	403	5,811	4,134	1,677	3	
Payroll and benefits	496	424	72	2,059	1,902	157		
Employee commissions	39	-	39	78	142	(64)	4	
Rent	-	-	-	250	266	(16)		
Selling, general & admin.	78	103	(25)	546	804	(258)	5	
Sales taxes	325	170	155	650	353	297	6	
Professional fees	101	160	(59)	1,128	1,168	(41)		
Repayment of Waygar obligations	-	-	-	1,500	884	616	7	
Financing expenses	12	-	12	62	-	62		
Contingency	10	190	(180)	195	373	(178)	8	
Total disbursements	3,440	2,386	1,054	22,522	18,766	3,756		
Net cash flow	(1,249)	(1,817)	(568)	(5,188)	(6,693)	(1,505)		
DIP funding required/received	708	-	(708)	5,188	5,000	(188)		
Opening cash balance	541	2,799		-	2,674			
Ending cash balance	-	981		0	981			
DIP Facility								
Opening DIP Facility balance	4,480	5,000		-	-			
Draws (repayments)	708	-		5,188	5,000			
Ending Interim DIP Facility balance	\$ 5,188	\$ 5,000		\$ 5,188	\$ 5,000			

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 QSG experienced significant liquidity issues prior to its CCAA filing, which resulted in QSG's inability to procure sufficient materials for installation. This resulted in delayed and missed installations. Consequently, QSG has recently had a number of discussions with various customers regarding additional costs incurred by them for, among other things, completion of installations by third parties and penalties levied against them by Tarion Warranty Corporation, which they have advised they intend to set-off against amounts payable to QSG. QSG has advised customers of the stay provisions in the Amended and Restated Initial Order. However, with a view to: (i) working with these customers in a productive manner and continuing ongoing relationships with them; (ii) understanding their concerns and specifically any additional costs incurred by them; and (iii) avoiding costly and unnecessary litigation, QSG has requested that they provide written evidence of their claimed additional costs and reasons therefor. Management believes that the primary reason for the negative variance in week 7 results from customers holding back payment until the documentation relating to their additional claimed costs is compiled and sent to QSG for review. Management is of the view that a significant portion of the cumulative variance in accounts receivable collections is a timing difference; however, some portion of the variance, which cannot be quantified at this time, will be a permanent difference if customers' claims of additional costs incurred by them are validated and accepted by QSG.
- 2 The negative collections variance noted above has caused QSG to be more conservative in purchasing materials. As access to funds allows, materials purchases will increase. Accordingly, this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds has adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 The forecast cash flow reflected commissions being paid monthly whereas commissions are actually paid quarterly. The above actual payments relate to commissions earned in June, July and August. The variance is therefore considered to be a timing difference.
- 5 Includes some payments of annual and monthly amounts; adjustment therefor is approximately \$60K. The figures also includes credit card balances which are classified in the weekly cash management report as "SG&A". Review of the underlying card charges indicates that approximately \$35K relates to materials purchases (as QSG no longer has terms with suppliers, some immediate materials requirements are paid on credit card). It now appears that management's forecast for SG&A was under-estimated and that the balance of the variance (i.e., ~\$163K) should be considered to be a permanent difference.
- 6 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 7 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.
- 8 Amount in Week 7 reflects funds paid to the Monitor in respect of LiUNA and Carpenters' unions holdbacks. These funds are being held by the Monitor in separate trust accounts.

23.10.26 DIP Term Sheet Variance Analysis

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)

	<i>Week</i>	Week 8	Week 8	Week 8	Cumulative			Notes
	<i>Week Ended</i>	Oct 20	Oct 20	Oct 20	<i>to end of Week 8</i>			
		Forecast	Actual	Variance	Forecast	Actual	Variance	
Receipts								
Accounts receivable collections		\$ 2,166	\$ 2,027	(\$ 139)	\$ 19,499	\$ 14,100	(\$ 5,400)	1
Other receipts		-	-	-	-	-	-	
Net cash receipts		2,166	2,027	(139)	19,499	14,100	(5,400)	
Disbursements								
Purchases of materials		1,404	197	1,207	11,648	8,936	2,712	2
Payments to subcontractors		773	783	(10)	6,584	4,917	1,667	3
Payroll and benefits		25	19	6	2,084	1,921	163	
Employee commissions		-	-	-	78	142	(64)	4
Rent		-	-	-	250	266	(16)	
Selling, general & admin.		78	94	(17)	624	898	(275)	5
Sales taxes		-	-	-	650	353	297	6
Professional fees		50	72	(22)	1,178	1,241	(63)	
Repayment of Waygar obligations		-	-	-	1,500	884	616	7
Financing expenses		12	-	12	74	-	74	
Contingency		10	-	10	205	373	(168)	8
Total disbursements		2,353	1,166	1,187	24,875	19,931	4,943	
Net cash flow		(187)	861	1,048	(5,375)	(5,832)	(457)	
DIP funding required/received		-	-	-	5,188	5,000	(188)	
Opening cash balance		-	981		-	2,674		
Ending cash balance		(187)	1,842		(187)	1,842		
DIP Facility								
Opening DIP Facility balance		5,188	5,000		-	-		
Draws (repayments)		-	-		5,188	5,000		
Ending Interim DIP Facility balance		\$ 5,188	\$ 5,000		\$ 5,188	\$ 5,000		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT PROCEEDING OF QUALITY STERLING GROUP
DIP TERM SHEET CASH FLOW VARIANCE REPORT
(IN \$000'S)**

Notes:

- 1 QSG experienced significant liquidity issues prior to its CCAA filing, which resulted in QSG's inability to procure sufficient materials for installation. This resulted in delayed and missed installations. Consequently, QSG has recently had a number of discussions with various customers regarding additional costs incurred by them for, among other things, completion of installations by third parties and penalties levied against them by Tarion Warranty Corporation, which they have advised they intend to set-off against amounts payable to QSG. QSG has advised customers of the stay provisions in the Amended and Restated Initial Order. However, with a view to: (i) working with these customers in a productive manner and continuing ongoing relationships with them; (ii) understanding their concerns and specifically any additional costs incurred by them; and (iii) avoiding costly and unnecessary litigation, QSG has requested that they provide written evidence of their claimed additional costs and reasons therefor. Management believes that the primary reason for the negative variance in weeks 7 and 8 results from customers holding back payment until the documentation relating to their additional claimed costs is compiled and sent to QSG for review. Management is of the view that a significant portion of the cumulative variance in accounts receivable collections is a timing difference; however, some portion of the variance, which cannot be quantified at this time, will be a permanent difference if customers' claims of additional costs incurred by them are validated and accepted by QSG.
- 2 The negative collections variance noted above has caused QSG to be more conservative in purchasing materials. As access to funds allows, materials purchases will increase. Accordingly, this variance is considered to be a timing difference.
- 3 Subcontractors are paid almost entirely based on installation volume (piecework). The inability to secure materials due to insufficient funds has adversely impacted QSG's installation activity. This variance is considered to be a timing difference.
- 4 The forecast cash flow reflected commissions being paid monthly whereas commissions are actually paid quarterly. The above actual payments relate to commissions earned in June, July and August. The variance is therefore considered to be a timing difference.
- 5 Includes some payments of annual and monthly amounts; adjustment therefor is approximately \$60K. The figures also includes credit card balances which are classified in the weekly cash management report as "SG&A". Review of the underlying card charges indicates that approximately \$35K relates to materials purchases (as QSG no longer has terms with suppliers, some immediate materials requirements are paid on credit card). It now appears that management's forecast for SG&A was under-estimated and that the balance of the variance (i.e., ~\$180K) should be considered to be a permanent difference.
- 6 Sales taxes were forecast conservatively. This variance is considered to be a permanent difference.
- 7 In negotiating the repayment of the Waygar Obligations, Waygar agreed to a reduction of \$707,000 from the original principal amount borrowed by QSG of \$1.5 million. The difference of \$91,000 relates to the payment of Waygar's counsel and financial advisor's fees of \$84,750, including HST, and approximately \$6,250 of interest.
- 8 The cumulative actual figure includes ~\$190K re legal fees for labour/union matters plus funds paid to the Monitor in respect of LiUNA and Carpenters' unions holdbacks (~\$183K; these funds are being held by the Monitor in separate trust accounts).

APPENDIX R

**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 QUALITY RUGS OF CANADA LIMITED AND THE
OTHER COMPANIES LISTED IN SCHEDULE "A" HERETO**

(collectively, the "**Applicants**")

**AFFIDAVIT OF ARIF DHANANI
(Sworn November 17, 2023)**

I, Arif Dhanani, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Vice President of RSM Canada Limited ("**RSM**"), the Court appointed Monitor in these proceedings (the "**Monitor**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and, whereso stated, I verily believe it to be true.
2. RSM was appointed as Monitor pursuant to the Initial Order (as amended and restated, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 25, 2023. The Monitor retained Goodmans LLP as its counsel in these proceedings.
3. Pursuant to paragraph 36 of the Initial Order, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the proceedings. Pursuant to paragraph 37 of the Initial Order, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are referred to the Court.
4. Attached hereto and marked as Exhibit "A" to this my Affidavit is a summary of the invoices rendered by RSM (the "**RSM Accounts**") in respect of these proceedings for the period

from August 4, 2023 to November 12, 2023 (the “RSM Application Period”), together with copies of the RSM Accounts.

5. RSM expended a total of 421.3 hours in connection with this matter during the RSM Application Period, giving rise to fees and disbursements totalling \$249,230.25, comprised of fees of \$214,227.00, disbursements of \$6,330.74, and HST of \$28,672.51.

6. Attached hereto and marked as Exhibit “B” to this my Affidavit is a summary of the hours incurred and standard hourly rates of the RSM personnel involved in this matter.

7. To the best of my knowledge, RSM’s rates and disbursements are consistent with those in the market for these types of matters and the hourly billing rates charged by RSM are comparable to the rates charged by RSM for services rendered in similar proceedings. RSM has had its rates and disbursements, including the rates of various professionals who provided services in these proceedings, approved by this Court in respect of similar services provided in a number of insolvency and restructuring files.

8. This Affidavit is sworn in connection with a motion for an Order to approve the Monitor’s fees and disbursements, and those of its legal counsel, in connection with these proceedings, approved by this Court and for no improper purpose.

SWORN BEFORE ME over videoconference on this 17th day of November, 2023. The affiant was located in the Town of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, Province of Ontario.

Erik Axell

A Commissioner for taking affidavits
Name: Erik Axell
LSO#: 853450

Arif Dhanani

ARIF DHANANI

**THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF ARIF DHANANI
SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2023**

Erik Apell

Commissioner for Taking Affidavits

**In the Matter of the CCAA Proceeding of Quality Sterling Group
RSM Canada Limited Fee Summary
for the Period August 5, 2023 to November 12, 2023**

Invoice No.	Billing Period	Total Fees	Disbursements	HST	Hours	Average Hourly Rate	Total
7	August 5 to 31, 2023	\$ 55,070.00	\$ 6,110.74	7,953.50	112.10	\$ 491.26	\$ 69,134.24
8	September 1 to 22, 2023	68,422.50	-	8,894.93	127.20	\$ 537.91	77,317.43
9	September 23 to 30, 2023	16,468.50	220.00	2,169.51	34.90	\$ 471.88	18,858.01
10	October 1 to 7, 2023	14,525.00	-	1,888.25	28.40	\$ 511.44	16,413.25
11	October 8 to 14, 2023	14,697.50	-	1,910.68	28.00	\$ 524.91	16,608.18
12	October 15 to 20, 2023	14,717.00	-	1,913.21	29.00	\$ 507.48	16,630.21
13	October 21 to 28, 2023	14,652.50	-	1,904.83	29.30	\$ 500.09	16,557.33
14	October 29 to November 12, 2023	15,674.00	-	2,037.62	32.40	\$ 483.77	17,711.62
	RSM Total	\$ 214,227.00	\$ 6,330.74	\$ 28,672.51	421.30	\$ 508.49	\$ 249,230.25



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date September 12, 2023

Client File 8734196
Invoice 7
No. CI-10085244

For professional services rendered for the period August 5, 2023 to August 31, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
8/8/2023	Arif Dhanani	Review of email from C. Besant of Gardiner Roberts LLP with August 4, 2023 Order and Endorsement of the Court; call with K. Pearl of Fuller Landau LLP ("Fuller Landau"), R. Fletcher of Quality Sterling Group ("QSG") and P. Zammit; review of script drafted by K. Pearl, amend same and call with K. Pearl; call with J. Latham of Goodmans LLP ("Goodmans") re [REDACTED]; call with J. Latham, H. Rowan-Legg and J. Sim of Alvarez & Marsal (A&M).
8/9/2023	Arif Dhanani	Review of emails sent by R. Fletcher on August 8, 2023, including bank statements and spreadsheet; email to R. Fletcher to schedule call to discuss; review and respond to emails from J. Sim re rescheduling call; call with K. Pearl and R. Fletcher (a.m.); further call with K. Pearl and R. Fletcher (p.m.); call with C. Besant, J. Pacione and R. Fletcher.
8/9/2023	Bryan Tannenbaum	Various emails re cashflow, loss of customer, stay of proceedings.
8/9/2023	Anne Baptiste	Post receipt; post disbursement.
8/10/2023	Arif Dhanani	Review of emails sent by R. Fletcher and attachments thereto; review of email sent by K. Pearl; call with R. Fletcher and K. Pearl re outstanding cheques and disbursements; review and respond to email from C. Besant; review of email from R. Fletcher with critical payments and cash flow and respond to R. Fletcher with request for walkthrough of schedules; review of email from K. Pearl with request for clarification on [REDACTED]; review of voicemail from K. Pearl; call with K. Pearl and R. Fletcher re required payments, DIP maximum and Oakridge project; review of revised cash flow provided by R. Fletcher; further call with K. Pearl, R. Fletcher and J. Pacione to come to agreement on payments to be made and DIP funding to be made available on August 11, 2023; update call with C. Besant.

Date	Professional	Description
8/10/2023	Bryan Tannenbaum	Receipt and review of C. Besant email reporting on meeting with Waygar and Ironbridge.
8/11/2023	Arif Dhanani	Review of bank statements sent by R. Fletcher and set up daily bank account tracking spreadsheet; review of email from QSG re HST refund cheque, email to K. Pearl re same and respond to QSG; call from K. Pearl re borrowing certificate signature for DIP and contact with R. Fletcher; review of email from A&M requesting Waygar and QSG court materials; assemble same and send to A&M.
8/11/2023	Bryan Tannenbaum	Email from J. Latham on status; receipt and review of C. Besant email regarding a communication plan and email to developers and suppliers; receipt and review of J. Sim email to C. Besant re email from Fuller Landau on alternative structure.
8/12/2023	Bryan Tannenbaum	Receipt and review of C. Besant email re [REDACTED] C. Besant email to N. MacParland of Davies Ward Phillips & Vineberg LLP ("Davies") regarding follow up; J. Latham email; review C. Besant email responding to S. Graff of Aird & Berlis LLP ("Aird & Berlis").
8/12/2023	Arif Dhanani	Review various emails from C. Besant re ongoing developments; email to B. Tannenbaum in this regard.
8/14/2023	Arif Dhanani	Review and respond to email from R. Fletcher re funding; call with K. Pearl; prepare draft email and send same to K. Pearl; review of response from K. Pearl, further discussion with same; re-draft email and send to K. Pearl for comments; email exchange with K. Pearl; review and respond to email from R. Fletcher re utilities and gas expenses; email to R. Fletcher re automatic approvals and future funding requests; complete documentation for receipt of further retainer funds from QSG and payment of retainer to Goodmans in accordance with the August 4, 2023 Court Order and email to J. Latham and R. Chadwick re same; review of emails from C. Besant.
8/14/2023	Anne Baptiste	Post disbursements; post receipt.
8/15/2023	Arif Dhanani	Review of emails sent by C. Besant and respond to email re supplemental report; review of bank statements sent by R. Fletcher and update bank account tracker; review of email sent by R. Fletcher to K. Pearl and K. Pearl response; review various emails sent by C. Besant re revised deal offer by potential purchaser; discussion with J. Latham re proposed Monitor's supplemental pre-filing report; commence drafting supplemental pre-filing report; call with R. Fletcher re funding and variance analysis requested; review of additional emails sent by C. Besant and respond thereto; call with J. Sim; review and respond to email from J. Sim; review of further emails amongst QSG and C. Besant re Oakridge project.
8/16/2023	Bryan Tannenbaum	[REDACTED] CCAA terms, Monitor issues, 10 day stay, cash flow, fees, Mohawk claim, Ellis Don; receipt and review of Fuller Landau's second supplementary report; receipt and review of Waygar Factum; review of revised draft Order.
8/16/2023	Arif Dhanani	Review and respond to email from C. Besant re Oakridge project; review of email from C. Besant re professional fees; review WIP and attend call with J. Latham to discuss fees, retainers and go forward estimates and email to J. Latham in this regard; review of email from J. Sim, review emails and documents of August 3, 2023, email to J. Latham in this regard and respond to

Date	Professional	Description
		<p>J. Sim; email to R. Fletcher requesting receipts and disbursements comparison to forecast amounts and variance explanations for the period August 4, 2023 to date; review of Fuller Landau's Supplement to Pre-Filing Report and emails to/from J. Latham in this regard; email to R. Fletcher and J. Pacione re assignability of customer contracts and review of J. Latham response on same; review of cash flow variance analysis prepared by R. Fletcher and send email with questions on same; [REDACTED] [REDACTED] [REDACTED] further call with J. Latham re [REDACTED] [REDACTED] [REDACTED]</p>
8/17/2023	Arif Dhanani	<p>Review of variance analysis spreadsheet sent by R. Fletcher and email to R. Fletcher re accounting for Interim Financing borrowings from Waygar; discussion with J. Latham; draft various sections of RSM's Supplemental Pre-Filing Report; review and respond to email from K. Pearl re segregation of Mohawk funds; review numerous emails from C. Besant and J. Latham, including status of [REDACTED] finalize draft of report and send same to J. Latham for comment; call with J. Latham to discuss comments and amendments, review same and incorporate as appropriate; finalize report, assemble appendices and send all to J. Latham for service.</p>
8/17/2023	Bryan Tannenbaum	<p>Various emails re LiUNA position, Davies email, emails from A&M re negotiation status; A&M sale process overview; affidavits; review of draft order and endorsement.</p>
8/18/2023	Arif Dhanani	<p>Review materials for and attend Court; discussion with J. Latham and C. Besant after court re status of [REDACTED]; brief review of affidavit of Maheen Merchant representing LiUNA 183; email to K. Pearl re including professional fees of RSM, Goodmans and Gardiner Roberts as critical payments and review of response thereto; forward response to J. Latham; review of email from C. Besant re Order of August 18th and Endorsement and initial order related issues and respond to same.</p>
8/21/2023	Arif Dhanani	<p>Review of August 18, 2023 bank statements sent by R. Fletcher; review of revised draft LOI from purchaser; call with J. Latham; draft initial version of the Proposed Monitor's Second Supplemental RSM Pre-Filing Report; reviewing various emails sent by C. Besant and J. Latham; review initial order drafted by J. Latham.</p>
8/21/2023	Bryan Tannenbaum	<p>Receipt and review of emails from C. Besant regarding revised LOI; review emails relating to redraft of Order and union concerns raised by M. Dinsdale; receipt and review of Endorsement; email from C. Besant [REDACTED] [REDACTED]</p>
8/22/2023	Bryan Tannenbaum	<p>Receipt and review of H. Rowan-Legg email; review A. Dhanani response; review A. Dhanani emails to J. Latham re Waygar's comments; receipt and review of A. Dhanani email to R. Fletcher regarding setting up bank accounts and prepare for Order; receipt and review of A&M Factum; various emails with R. Fletcher and A. Dhanani for further information; receipt and review of C. Horsten of Aird & Berlis email with endorsement and issued order; various emails relating to tomorrow's hearing; email from R. Fletcher re cashflow;</p>

Date	Professional	Description
		email re second supplementary affidavit of J. Pacione, factum; C. Besant email to service list re purpose of tomorrow's hearing.
8/22/2023	Arif Dhanani	Review of email from R. Fletcher re bank account balances on August 21, 2023 and transfer of funds; respond to email from R. Fletcher with request for listing of critical payments; review of responding email from R. Fletcher and request for call with K. Pearl to go through schedules; review and respond to email from H. Rowan-Legg; review email from J. Latham on email from S. Graff; respond to and exchange emails with J. Latham re HST input tax credit issue; email to R. Fletcher re separate bank account re Mohawk receipts, reporting regime go forward and management representation letters for future funding; multiple calls with and emails to/from J. Latham re status of [REDACTED]; update call with B. Tannenbaum; review of emails amongst J. Latham, S. Graff and K. Pearl regarding funding of further retainers for Goodmans and RSM and call with R. Fletcher in this regard; email to R. Fletcher with request for retainers to be paid as critical payments under the August 18, 2023 Order of the Court.
8/22/2023	Donna Nishimura	Prepare cheque requisition for payment of invoice and submit paperwork for processing.
8/22/2023	Anne Baptiste	Post disbursement.
8/23/2023	Bryan Tannenbaum	Several emails from A. Dhanani and J. Latham re today's court attendance; receipt and review of J. Latham email attaching the draft DIP agreement; attend Court and further adjourned to August 25, 2023; review C. Besant email to J. Latham re union, developer and supplier issues from court today; email from J. Latham to C. Besant re A&M position; receipt and review of Judge's Endorsement and Order; receipt and review of A. Dhanani email to J. Latham re cash flow; receipt and review of J. Latham email providing the final draft Ironbridge LOI; receipt and review of J. Latham comments to DIP term sheet; conference call with J. Latham and A. Dhanani re status and court report.
8/23/2023	Arif Dhanani	Review of email from R. Fletcher re bank statements and respond thereto; emails to/from J. Latham re court hearing, retainers and other matters; attend court hearing; review draft order and endorsement for August 23rd hearing and comment thereon; review email exchange between S. Graff and J. Latham; email to J. Latham re points with respect to union position; emails from/to K. Pearl and R. Fletcher re deposit amounts and transfer of funds; email to J. Latham with details of QSG collections and critical disbursements; call with R. Fletcher re small disbursements; review of email from C. Besant re installer and pieceworker payments and withholdings and response to same from J. Latham and comment on same; review of draft DIP term sheet circulated by N. MacParland; review of updated LOI sent by N. MacParland and email to J. Latham in this regard; email to J. Latham with copies of QSG bank statements and bank account tracking sheet with explanation on QSG cash management system.
8/24/2023	Bryan Tannenbaum	Various emails with A. Dhanani and J. Latham regarding availability of final LOI and other documentation; receipt and review of C. Besant email with comments on the DIP Term Sheet; receipt and review of N. MacParland email re DIP Term Sheet comments; review various emails regarding cashflow and DIP, LOI, CCAA Order; J. Latham email to all regarding email to Judge re

Date	Professional	Description
		documents to be served this evening; review of our second supplemental pre-filing report; various emails continue through the evening regarding status and execution of documents (LOI, side letter, DIP); adjustments to cashflow.
8/24/2023	Arif Dhanani	Email exchange with J. Latham re status of final documents and timing for same; review of email from C. Besant re DIP reporting regime and cash flows and send email to J. Latham and R. Fletcher to schedule call; review of bank account statements sent by R. Fletcher and request for transfer of funds and respond thereto; update bank account tracking spreadsheet; call with R. Fletcher and J. Latham re cash flow to be appended to DIP term sheet and reporting required thereunder; review blackline of DIP Term Sheet circulated by Aird & Berlis and send email to J. Latham with comments thereon; complete and send initial draft of Proposed Monitor's Second Supplemental Pre-Filing report to J. Latham and B. Tannenbaum for comments; call with R. Fletcher re cash flow to be appended to DIP Term Sheet; circulate initial draft of cash flow to counsel for comments; review of amended draft cash flow circulated by R. Fletcher based on comments from J. Latham; further amend format of cash flow and send same to R. Fletcher for finalization; amend LOI and DIP Facility Term Sheet summaries for report and re-insert same; review and respond to further emails from Goodmans and Davies; update email to B. Tannenbaum.
8/25/2023	Bryan Tannenbaum	Receipt and review and reading of many emails leading up to court at 10 am regarding finalization of documents; attend court at 10 am and adjourned to 11 am; [REDACTED] J. Latham email to C. Besant re signature pages required minutes before return to court; attend court hearing at 11 am to 11:50 and adjourned to 12:30 pm; back in court at 12:30 pm to 1:45 to review the CCAA Order.
8/25/2023	Arif Dhanani	Call with J. Latham; call with all counsel; insert language in report to address cash flow appended to DIP Term Sheet and remove reference to LOI attachment and send track changes version of report to Goodmans; call with J. Latham and E. Axell; review additional comments from J. Latham on report and accept same, as appropriate; finalize report and send to Goodmans for service; attend court hearing; emails to/from R. Fletcher and Ironbridge re call for August 28th to discuss reporting templates; review of emails re liens; discussion with R. Fletcher re communication to be sent to employees, amend draft communication and send same to R. Fletcher; review and respond to J. Pacione re final communication sent to employees.
8/27/2023	Arif Dhanani	Review emails from various parties re liens; review and respond to email from Goodmans re GG Eight Cumberland Inc. ("GG Eight").
8/28/2023	Arif Dhanani	Review various emails received from counsel; call with D. Nishimura re creditor mailing; call with B. Tannenbaum re Comeback Hearing report; email to R. Fletcher re timing of delivery of spreadsheet with names, addresses and amounts owed to creditors; update bank account tracking spreadsheet; call with J. Latham; draft preamble and structure for Monitor's website and send same, including documents to be posted to D. Nishimura; draft newspaper advertisement for CCAA proceedings and email to Globe and Mail re timing of posting same and cost; draft notice to creditors to be sent; call with R. Fletcher, T. Schiappa of Ironbridge and B. Tannenbaum; emails from/to Globe and Mail; review of payout statement sent by Waygar and email to

Date	Professional	Description
		J. Latham re same; call with R. Fletcher to discuss various different issues and send copy of Initial Order, go through same and link to Monitor's website.
8/28/2023	Bryan Tannenbaum	Draft first report to Court for the comeback hearing; teams meeting with R. Fletcher, T. Schiappa and A. Dhanani to discuss cash flow reporting; review legal notice for newspaper for A. Dhanani.
8/28/2023	Donna Nishimura	Prepare information to activate new client website page with shortened URL and upload court documents.
8/29/2023	Arif Dhanani	Review of emails sent by R. Fletcher and K. Pearl re banking; update bank account tracker; call with GG Eight representatives and its counsel and Goodmans; prepare Form 1 to be sent to the Office of the Superintendent of Bankruptcy ("OSB"); prepare Form 2 to be sent to the OSB and email same to R. Fletcher to complete certain areas of Form 2; call with R. Fletcher; email to company and counsel with details of call with GG Eight; review of email from Olympia Tile and forward same to E. Axell; review of draft sealing order and Monitor's certificate re Waygar Obligations and respond to email from E. Axell; email exchange with N. MacParland re Waygar Obligations and fees of Aird & Berlis and Fuller Landau attached to payout statement; review of draft email from A. Horlick to be sent to GG Eight, amend same and send to A. Horlick with request to forward final copy of email to the Monitor; complete Form 1 and 2 for filing with the OSB; email to the OSB with Form 1, Form 2 and Initial Order; review of email to Geranium and amend same and send to R. Fletcher, J. Pacione and JD Pacione.
8/29/2023	Bryan Tannenbaum	Draft first report.
8/30/2023	Bryan Tannenbaum	Various emails re suppliers, liens.
8/30/2023	Donna Nishimura	Revise information, fill in missing information; format Excel spreadsheet re creditors and import into Ascend.
8/30/2023	Arif Dhanani	Review of numerous emails from J. Latham and respond thereto; review of draft email from E. Axell re SugarWharf project and respond thereto; review of email from E. Axell re Amended and Restated Order and blocked accounts and respond thereto; format creditors list for posting on Monitor's website and send same with updated Service List to D. Nishimura for posting; review of letter from counsel to Fuzion re S. 39 and forward same to E. Axell and J. Cosentino; revise Form 1 and 2 pursuant to email from the OSB and send revisions and application record to the OSB; call with N. MacParland and E. Axell; call with R. Fletcher re form of Advance Notice, US supplier refusing to supply, Blocked Accounts and other matters; email to N. MacParland re form of Advance Notice and Blocked Accounts; email to M. Cooper with Monitor's website; review of draft messaging to certain suppliers forwarded by R. Fletcher, amend same and send to R. Fletcher; email to J. Pacione and JD Pacione re Housing One 10th Avenue Corp.; review of initial draft of Monitor's First Report, track changes thereto and send same to B. Tannenbaum; call with J. Cosentino, J. Latham, E. Axell and C. Besant re liens and hold on TD accounts.
8/31/2023	Arif Dhanani	Call with R. Fletcher re Blocked Accounts; review of emails sent/forwarded by R. Fletcher, J. Latham and C. Besant; call with representative of Stone Tile, a creditor, requesting details of the Initial Order and other documents; email to Stone Tile with link to the Monitor's website; review of draft ARIO sent by

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Date	Professional	Description
		Goodmans and emails to Goodmans with questions on same; review and respond to email from J. Pacione re message to builders; review of email from C. Besant re lien claims and respond thereto; schedule call with Goodmans, C. Besant and B. Tannenbaum for September 1, 2023 to discuss lien claims; update Monitor's First Report and send same to B. Tannenbaum.
8/31/2023	Bryan Tannenbaum	Review various emails; edit and review first report.
8/31/2023	Donna Nishimura	Prepare labels and mail out CCAA Notice to creditors; prepare draft Affidavit of Mailing; post documents to the client webpage on the website.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	25.1	\$ 625	\$ 15,687.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	79.5	\$ 485	38,557.50
Anne Baptiste/Donna Nishimura	Estate Administrator	7.5	\$ 110	825.00
Total hours and professional fees		<u>112.1</u>		\$ 55,070.00
Disbursements				
Postage			\$ 222.50	
Photocopies			118.00	
Globe and Mail Ads			<u>5,770.24</u>	
Total disbursements				6,110.74
Total professional fees and disbursements				\$ 61,180.74
HST @ 13%				7,953.50
Total payable				\$ 69,134.24

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date September 25, 2023

Client File 8734196
Invoice 8
No. CI-10099246

For professional services rendered for the period September 1, 2023 to September 22, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
9/1/2023	Bryan Tannenbaum	Teams call with Goodmans LLP (J. Latham/E. Axell/J. Cosentino) and C. Besant of Gardiner Roberts LLP and A. Dhanani to discuss treatment of lien claims and amendment to the Order, joined part way by Aird & Berlis LLP (S. Graff/D. Muise); various emails re funding confirmation, bonding, Union holdback, Monitor's certificate, requesting court approval for increased DIP; receipt and review of C. Besant email to Court requesting extension of time on September 5 th for lien claim issues; review Goodmans comments on draft first report and various emails re same; [REDACTED]; receipt and review of service list email re Monitor's certificate; further emails from lien lawyers.
9/1/2023	Arif Dhanani	Review of various emails circulated by J. Latham and C. Besant; attend call with C. Besant, Goodmans and B. Tannenbaum with S. Graff and D. Muise of Aird & Berlis joining later; calls with J. Latham; review of emails from lien claimants' counsel; update and finalize Monitor's First Report, assemble appendices thereto and send to Goodmans for service; review draft notice of application sent by C. Besant and comment thereon.
9/2/2023	Bryan Tannenbaum	Receipt and review of revised Lien Regularization Order with comments from J. Latham; responded with our comments; receipt and review of updated service list from Goodmans; email to D. Nishimura to post same on our website; receipt and review of C. Besant email attaching full set of revised materials for motion record; receipt and review of C. Besant email to service list with Amended and restated Initial Order; various emails regarding lien claims and Lien Regularization Order; receipt and review of Motion Record circulated to service list.
9/2/2023	Arif Dhanani	Review and comment on draft Lien Regularization Order circulated by Goodmans.

Date	Professional	Description
9/4/2023	Bryan Tannenbaum	Review of numerous emails on the Lien Regularization Order/issue and Union holdback and September 5 th hearing including receipt and review of the Motion Record and factum.
9/5/2023	Bryan Tannenbaum	Review of numerous emails prior to Court updating documents for corrections, comments on liens, dealing with Union holdback request; attend Court; Teams call with J. Latham and A. Dhanani to debrief and discuss accounting; various emails re same; receipt and review of J. Penny Endorsement, Amended and Restated Initial Order ("ARIO") and Waygar dismissal order; receipt and review of Housing One affidavit.
9/5/2023	Arif Dhanani	Review and respond to various emails from J. Latham and C. Besant; attend Court hearing on ARIO; call with R. Fletcher and M. Katz of Quality Sterling Group ("QSG"); call with J. Latham; call with J. Latham and B. Tannenbaum; commence setting up variance analysis template; review and respond to emails from various creditors (Royal Building Supplies; Zap Courier; Door Doctor; Metropolitan Hardwood Flooring); email to D. Nishimura re uploading various documents to Monitor's website; call with R. Fletcher and J. Pacione; call with J. Latham.
9/5/2023	Donna Nishimura	Post documents to the client webpage on the R&R website; change titles on website as suggested by counsel.
9/6/2023	Bryan Tannenbaum	Receipt and review of Notice of Default from One Housing; forward same to QSG; receipt and review of revised endorsement of August 25 from the Court; receipt and review of C. Besant email re bringing critical installations current; receipt and review of C. Besant email re Ames Tile; email to C. Besant that we need to respond to the various creditor letters; receipt and review of J. Latham email re daily calls and responses; attend teams call with counsel Goodmans, Davies Ward Phillips & Vineberg LLP ("Davies"), Gardner Roberts to discuss line trust issue and Lien Regularization Order; receipt and review of Brazeau Seller Law letter re CDS.
9/6/2023	Arif Dhanani	Draft variance analysis template, populate same with forecast amounts for weeks 1-5 and actual amounts for week 1, format same and send to R. Fletcher; call with R. Fletcher re same; reviewing emails from counsel to various parties; review letter received from counsel to CDS Distribution and send email to Goodmans in this regard; review of email from E. Axell re funds sent to Monitor and confirmation of no knowledge of same.
9/6/2023	Donna Nishimura	Post document to the client webpage on the R&R website.
9/7/2023	Bryan Tannenbaum	Receipt and review of J. Sim of Alvarez & Marsal ("A&M") email requesting creditor list; response sent; status call with counsel, J. Latham, E. Axell, J. Cosentino, N. MacParland and N. Renner of Davies, and C. Besant re liens filed and responses to counsel and LRO status; call from J. Sim; review C. Besant email to service list re September 12 th hearing.
9/8/2023	Bryan Tannenbaum	Attend morning call with Goodmans and others; receipt and review of Sotos letter by email re J. Neely as shareholder; various emails re status of LRO circulation and wording; various emails re Union; emails re cashflow and payments; daily teams call with Goodmans (J. Latham/E. Axell/J. Cosentino), C. Besant and N. Renner; subsequent call with J. Latham and E. Axell; dealing with various emails regarding supply; discussion re same with R. Fletcher; email to European Touch Hardwood re supply.

Date	Professional	Description
9/8/2023	Donna Nishimura	Post document to the client webpage on the R&R website; respond to E. Axell email re additional parties on the mailing list.
9/11/2023	Bryan Tannenbaum	Various emails regarding liens, customer job status; attend daily call; conference call with J. Pacione and E. Axell re Geranium, Union, Cumberland, Remington jobs; call with J. Latham re status for tomorrow's hearing; various emails re status for September 12, 2023 court hearing; receipt and review of K. West of Shaw email re continued supply and payment; discuss with R. Fletcher; email letter to K. West and receipt and review of confirmation of supply.
9/11/2023	Donna Nishimura	Prepare labels and mail out additional supplementary CCAA Notices; re-draft Affidavit of Mailing; post document to the client webpage on the R&R website.
9/12/2023	Bryan Tannenbaum	Attend Court Hearing; subsequent discussion with Goodmans and A. Dhanani; receipt and review of Endorsement; discussion with R. Fletcher and A. Dhanani on status of various matters including collections and payments, Union letter impeding collections; various emails relating to getting information to Mr. Farace re Cumberland GG8.
9/12/2023	Arif Dhanani	Attend court hearing; follow up call with Goodmans; update call with B. Tannenbaum; review of invoices received from Goodmans and A&M; email to R. Fletcher with copies of Goodmans, A&M and RSM invoices with request to pay same; email to R. Fletcher with Service List and request to identify counsel for builders vs. suppliers; review and respond to various emails from counsel; call with B. Tannenbaum and R. Fletcher; review Service List with identification by R. Fletcher of builders and suppliers and forward same to Goodmans; email to G. Bowden of Lee Bowden Nightingale LLP ("LBN") to ask who LBN is representing; review and respond to further emails from counsel; review and respond to emails from Crown Hill Packaging.
9/12/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
9/13/2023	Bryan Tannenbaum	Attend daily call with lawyers to discuss status per September 13 agenda; receipt and review of R. Fletcher email re LiUNA letter; email to R. Fletcher re Shaw and Flatiron project; email to R. Fletcher re Menkes; email to European Touch re supply status; various emails re Union; receipt and review of European Touch email re supply; email re Cathedral project; receipt and review of J. Pacione email re Remington status; forward same to Goodmans; receipt and review of M. Cooper second letter re Remington; call to E. Axell re same.
9/13/2023	Arif Dhanani	Email to R. Fletcher re Union payment on September 15, 2023 and review response thereto; call with Goodmans, Davies, C. Besant and B. Tannenbaum re issues to be resolved; email to Goodmans with details of Union remittances and builders holding back account payments as a result of the Union's August 16, 2023 letter; email to A. Horlick re Wilkinson Construction email; call with J. Pacione re Wilkinson Construction response; review of email from Canada Revenue Agency ("CRA") and forward same to R. Fletcher; review of C. Besant draft reply to counsel to GG Eight Cumberland Inc. and respond thereto; review of email from E. Axell re special purpose entities by builder and call with E. Axell re letters to certain builders; review of letter from counsel to Remington and forward same to C. Besant.

Date	Professional	Description
9/14/2023	Bryan Tannenbaum	Email from M. Katz re CRA; receipt and review of J. Pacione email re Geranium; various emails re GG8 project; review of various draft letters regarding Union to customers from E. Axell; review Goodmans email with updated liens schedule; attend daily call re Union meeting, collection letters, LRO; several emails regarding collections and customers wanting Union letter; emails re European Touch Hardwood; receipt and review of contract listing from A. Dhanani; various emails re collection and lien letter from Union; various emails re messaging to builder/customers; email from A. Dhanani re Remington contract; receipt and review of A. Kudyba response re European Hardwood position.
9/14/2023	Arif Dhanani	Email to E. Axell re emails to go out to builders; email to Wilkinson Construction regarding QSG staff not being let on site; send 7 emails to various builders re payment of accounts receivable; attend daily update call with counsel; further email to Wilkinson Construction; call with Baycliffe Homes re payment of A/R balance and Union letter and email to counsel regarding same; call with J. Wilkinson; review of Matthew Dinsdale invoices; call with R. Fletcher and J. Pacione re same; emails regarding ViFloor lien; call with A. Iqbal of Miller Thomson LLP; email to M. Sighla of Miller Thomson; review of email from Wilkinson Construction re project schedule and respond thereto; further call with J. Wilkinson; discussion with J. Pacione regarding Cathedral project; emails amongst counsel regarding QSG communication with builders; responding email to CRA with contact information for QSG; emails from/to counsel regarding Remington project; draft further detailed email to J. Wilkinson and send same.
9/15/2023	Bryan Tannenbaum	Various emails re customers and status of projects and collections; email to review draft email to builder customers from the Monitor; various emails with comments to edit this letter; various letters to customers re Union withdrawal of notice; attend daily call; email to company as to date when the customer letters were sent; response from JD Pacione; email re security opinion; review R. Erickson response to European Hardwood; review draft letter comments to customers.
9/15/2023	Arif Dhanani	Review week 2 variance report sent by R. Fletcher; send emails to 13 builders re outstanding A/R; review email from Metropia, forward same to QSG and send correcting email to Metropia; emails from/to QSG and counsel re payment of labour counsel's bills; attend daily call with counsel; email to T. Falcone requesting comprehensive list of builders and contact information; review and respond to email from Marlin Spring; follow up email to Wilkinson Construction due to non-reply; review and respond to email from Rosehaven Homes; review email from J. Wilkinson and respond to same; review draft email to counsel for Halifax landlord and comment on same; send email to Metropia with corrected accounts receivable balance; update call with B. Tannenbaum.
9/18/2023	Arif Dhanani	Review of email from T. Falcone with remaining builders contact and accounts receivable details for email to be sent re Union and forward to E. Axell to set up same; review of updated service list and send to D. Nishimura for posting; emails with D. Nishimura re converting QSG file to Estate status in Ascend; review of email from counsel to Union forwarded by J. Latham; review various emails from counsel on numerous matters; attend daily call with counsel;

Date	Professional	Description
		emails to/from J. Pacione re Cathedral project; attend call with Marlin Spring and E. Axell; email to counsel with summary of call; review of Lien Regularization Order; review of draft affidavit of J. Pacione; emails to/from Goodmans in this regard; attend call with counsel to discuss affidavit, LRO and Union issue; commence drafting Monitor's second report; call with J. Latham to discuss report.
9/18/2023	Bryan Tannenbaum	Receipt and review of J. Latham email reporting on call with the Union; receipt and review of R. Erikson email to A. Kudyba of European Touch and her response; receipt and review of C. Besant email re GG8 status; review email from J. Latham to C. Besant on LRO group; J. Latham email to C. Besant re Union response required; review of E. Axell email with checklist of issues; attend daily teams call; review correspondence from Lancaster Homes regarding non-payment due to Union letter; receipt and review of J. Pacione draft affidavit; receipt and review of J. Latham email with C. Fiore of Matthew Dinsdale input on Union; teams call with group on LRO wording/issues.
9/18/2023	Anne Baptiste	Prepare bank reconciliation.
9/18/2023	Donna Nishimura	Post document to the client webpage on the R&R website.
9/19/2023	Arif Dhanani	Review and respond to email from Controller at Waste Connections of Canada; draft letter to Bell Mobility and send draft to M. Katz; finalize Bell Mobility letter pursuant to M. Katz email and send same; completing documentation re retainer payment from QSG and send same to A. Baptiste; complete documentation for payment of retainer amount to Goodmans and send same to B. Tannenbaum to effect transfer of funds; review responses from various account debtors and forward to T. Falcone and/or counsel as appropriate; facilitate release of accounts receivable emails to builders; further email to R. Buchholz of Wilkinson Construction; email to Bromont Homes as requested by J. Pacione; attend daily meeting with counsel; discussion with M. Castelli of Kingsmen re lien and email to counsel in this regard; email to J. Pacione with spreadsheets of emails sent to builders and total accounts owed by them; emails to/from T. Falcone re letters to builders and integrity of data being provided to the Monitor; attend call with counsel to discuss LRO; review of affidavit of general counsel to LiUNA 183 and calls with J. Latham re same; continue drafting Monitor's second report.
9/19/2023	Bryan Tannenbaum	Process retainer payment to Goodmans; attend daily call; receipt and review of simplified lien chart from E. Axell; attend teams call to discuss LRO wording.
9/20/2023	Bryan Tannenbaum	Receipt and review of C. Besant email with quantum of holdback; receipt and review of LiUNA responding motion record; receipt and review of J. Latham email to J. Penny re status; review of various emails with comments on LiUNA material; attend daily call; receipt and review of B. Derek email regarding distraint of Halifax landlord; receipt and review of C. Fiore email reporting on arbitration and holdback issue put over; review C. Besant email with details for LRO position; team meeting with lien creditors lawyers to review the wording of the LRO (H. Murray leading for the lien claimants); subsequent call with J. Latham, E. Axell and A. Dhanani to debrief and further discussion on Union issue; receipt and review of M. Haddon email with lien claimant comments/ edits on the LRO.

Date	Professional	Description
9/20/2023	Arif Dhanani	Review various responses from builder customers and forward same to T. Falcone and/or counsel as appropriate; review and respond to E. Axell re letter to be included in materials for LiUNA 183; email to E. Axell re Cathedral project update; attend daily call with counsel; email to R. Fletcher re general letter to be sent to customers and suppliers; review of banking documents as requested by M. Katz and email to M. Katz in this regard; call with Goodmans, B. Tannenbaum and counsel for lien claimants to discuss Lien Regularization Order; post meeting call with J. Latham and B. Tannenbaum; complete initial draft of Monitor's second report and send to J. Latham for comments; update discussion with B. Tannenbaum; review and respond to J. Latham re status of company materials for hearing on September 22, 2023; further emails from and to J. Latham re counsel call on September 21, 2023 and agenda therefor.
9/21/2023	Arif Dhanani	Review of email from C. Besant to Service List; review of email from counsel to LiUNA 183 forwarded by J. Latham; review of comments from J. Latham on Monitor's second report and incorporate same as appropriate; make further amendments to report and send to J. Latham; review and respond to email from T. Schiappa of Ironbridge; review and respond to email from A&M and call with R. Fletcher re same; review of draft affidavit of J. Pacione; review and respond to E. Axell re lien claims and vetting of same; further call with J. Latham; review and respond to N. Renner re variance analysis covenant; make further amendments to second report and send same to J. Latham; review additional changes from J. Latham, incorporate same as appropriate, finalize and sign report, assemble appendices and send all to Goodmans for service.
9/21/2023	Bryan Tannenbaum	Review second report; receipt and review of LiUNA notice of motion, factum and brief of authorities; receipt and review of J. Latham email reporting on our call with lien claimants on the LRO input; attend daily Teams call; receipt and review of T. Schiappa of Ironbridge email re transition plans; review A. Dhanani response to same; emails re confidentiality of disclosing builders names in court report; emails with comments on J. Pacione affidavit; review and edit second court report.
9/22/2023	Bryan Tannenbaum	Review final version of Monitor's second report to court; various emails before court hearing, including various transmissions from Union's lawyer; receipt and review of A. Dhanani email to C. Besant re cash flow and needing to deal with the Union today; attend Court Hearing from 10am to 12:55 pm.
9/22/2023	Arif Dhanani	Review various emails from C. Besant with Motion Record and Factum; review further emails from counsel; call with J. Latham; email to C. Besant re Order today; attend Court hearing; update QSG bank account tracker; post hearing call with J. Latham; post hearing call with B. Tannenbaum; draft letter to VDC Paralegal Professional Corporation re Staffing Solutions and advise of CCAA proceeding pursuant to email from M. Katz; email to M. Katz re Bell Mobility.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

September 25, 2023
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	53.7	\$ 625	\$ 33,562.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	71.4	\$ 485	34,629.00
Anne Baptiste/Donna Nishimura	Estate Administrator	2.1	\$ 110	231.00
Total hours and professional fees		<u>127.2</u>		\$ 68,422.50
HST @ 13%				8,894.93
Total payable				\$ 77,317.43

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date October 3, 2023

Client File 8734196
Invoice 9
No. CI-10104440

For professional services rendered for the period September 23, 2023 to September 30, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
9/19/2023*	Tanveel Irshad	Send emails to Quality Sterling Group ("QSG") customer builders regarding overdue amounts and payment thereof for QSG; update QSG bank account tracker up to September 19, 2023.
9/25/2023	Arif Dhanani	Update QSG bank account tracker for September 22, 2023 and amend entries for September 21, 2023; daily call with counsel; email to J. Pacione to schedule call to discuss builder issues; call with J. Latham of Goodmans LLP; filing various emails.
9/26/2023	Arif Dhanani	Review email from E. Axell of Goodmans to be sent to builder customers of QSG with September 22, 2023 Endorsement of J. Penny, amend email and send to builders; forward copy of email to T. Falcone, R. Fletcher of QSG and J. Pacione; review and forward email reply from Melrose Investments to T. Falcone; update QSG bank account tracker; follow up email to J. Pacione re builder issues; attend daily call with all counsel; call with J. Sim of Alvarez & Marsal; call with J. Pacione to discuss builder issues; forward responses on builder issues to counsel with copies of statutory declarations on Housing One and GG 8 Cumberland Inc.; review of email from Housing One re payment of accounts receivable and send to counsel; email to J. Latham re status of general letter to be sent out by QSG; email to J. Latham re Monitor's Third Report; email to D. Nishimura with numerous documents to be posted to Monitor's website and details for same.
9/26/2023	Bryan Tannenbaum	Receipt and review of the September 22, 2023 Endorsement of J. Penny; attend daily teams call; review A. Dhanani email to Builder/Owners attaching Endorsement and request to pay accounts; receipt and review of A. Dhanani email to J. Latham regarding [REDACTED] review J. Latham's emails with C. Fiore comments on Union grievances.
9/27/2023	Arif Dhanani	Review email from Borden Ladner Gervais LLP ("BLG") re Housing One; review and respond to email from T. Falcone re Housing One's request for Monitor to sign statutory declarations; review and respond to email from

Date	Professional	Description
		J. Latham re draft Order filed with the Court by QSG on September 21, 2023; attend daily call with counsel; review of email from K. Pearl of Fuller Landau LLP to R. Fletcher re transfers and response from R. Fletcher; review of email from Habitat for Humanity and forward same to T. Falcone; review and respond to email from T. Schiappa at Ironbridge re post-closing insurance; call with T. Schiappa; emails to/from J. Latham in this regard; review opinion sent by Goodmans on Waygar security; call with J. Latham to discuss security opinion, Lien Regularization Order ("LRO"), trust claims, materials to be filed by QSG and timing of same.
9/27/2023	Bryan Tannenbaum	Attend daily teams call; review J. Latham email to group re D. Alexou on LRO; review N. Renner email with comments on approval and vesting order; receipt and review of Goodmans security opinion; review of J. Latham email to C. Besant of Gardiner Roberts LLP with comments on draft reply to Union counsel; various subsequent emails from C. Besant and others on same including draft affidavit of J. Pacione; various emails to the service list re Union hearing on September 28, 2023; email from J. Latham re [REDACTED]; subsequent teams call with Goodmans to debrief as to status of matters.
9/27/2023	Donna Nishimura	Post numerous documents to the client webpage on the R&R website.
9/28/2023	Anne Baptiste	Review reconciliation report re bank charges.
9/28/2023	Arif Dhanani	Review of supplementary affidavit of J. Pacione dated September 27, 2023; email to D. Nishimura re posting of supplementary affidavit and factum of the Applicants dated September 27, 2023 to Monitor's webpage; update QSG bank account tracker; review of emails forwarded by C. Besant in respect of counter offers made to LiUNA 183 and the Carpenters Union Local 27; review of draft variance analysis sent by R. Fletcher and comment on same; attend court at 2 pm and 4:30 pm; attend counsel calls to discuss offer to Union between court hearings; call with R. Vafa of DJA Logistics; emails to/from Canada Revenue Agency re QSG's inability to file HST returns and emails to M. Katz of QSG in this regard; review and respond to emails from R. Fletcher, including variance analysis; call with R. Fletcher in this regard; review of draft purchase and sale agreement and summarize same for Monitor's report; commence drafting third report of the Monitor.
9/28/2023	Bryan Tannenbaum	Email from J. Latham to C. Besant re status of Union offers; responses from C. Besant; receipt of C. Besant factum; C. Besant email to Judge; receipt and review of A. Bonavota email with certificate of publication; receipt and review of Melrose response; various emails regarding Union amendments; attend daily Teams call; various emails trying to settle Union issue; attend Court; review emails re notices; back in court at 4:30 for another adjournment and reschedule of sale approval; receipt and review of C. Besant email to H. Murray re status of LRO; receipt and review of Judge's Endorsement.
9/28/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
9/29/2023	Arif Dhanani	Update QSG bank account tracker; attend call with counsel; review and respond to email from J. Pacione re additional assistance with respect to collection of accounts receivable; review of email from Brazeau Seller LLP and email to Goodmans in this regard; review of security opinions for Alberta and BC; review of security opinion for Nova Scotia; call with R. Fletcher re

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 Page 3

Date	Professional	Description
		publication in Daily Commercial News and amendment to language in notice as advised by counsel; call with J. Pacione re email to Interloq and Halifax situation.
9/29/2023	Bryan Tannenbaum	Attend in part the daily Teams meeting with counsel; receipt and review of Nova Scotia legal security opinion; receipt and review of Alberta and BC security opinion.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	8.0	\$ 625	\$ 5,000.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	21.9	\$ 485	10,621.50
Tanveel Irshad	Associate	3.3	\$ 200	660.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.7	\$ 110	187.00
Total hours and professional fees			34.9	\$ 16,468.50
Disbursements				
Ascend License			\$ 220.00	
Total disbursements				220.00
Total professional fees and disbursements				\$ 16,688.50
HST @ 13%				2,169.51
Total payable				\$ 18,858.01

*Not billed on previous invoice.

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date October 7, 2023

Client File 8734196
Invoice 10
No. CI-10110721

For professional services rendered for the period October 1, 2023 to October 7, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
10/2/2023	Bryan Tannenbaum	Receipt and review of J. Latham of Goodmans LLP email attaching S. Graff of Aird & Berlis LLP email as to Waygar's position; attend daily Teams call re status and recent S. Graff email; Teams meeting with J. Latham, E. Axell of Goodmans and A. Dhanani to discuss S. Graff email; receipt and review of J. Latham email attaching letter from Union lawyer; receipt and review of N. MacParland of Davies Ward Phillips & Vineberg emails.
10/2/2023	Arif Dhanani	Review and respond to email from J. Pacione re stay of proceedings; attend call with all counsel; email to J. Pacione and C. Rhyason re Sunalta Heights; call with Goodmans; email to D. Nishimura re posting September 28, 2023 Endorsement of the Court on Monitor's website; review and respond to email from Crystal Homes; review of responding offer from LiUNA 183 and email to Goodmans in this regard; review and respond to emails from J. Latham re discussion with Aird & Berlis; review of further email from J. Pacione re Sunalta Heights; review of email from T. Schiappa of Ironbridge re assets not being purchased, forward email to J. Latham with questions re Waygar, occupancy and insurance post-closing.
10/2/2023	Donna Nishimura	Post document to the client webpage on the R&R website.
10/3/2023	Arif Dhanani	Review email from J. Latham re rescheduling daily call; review of email from E. Dwyer in connection with lien claim of CDS Distribution; review various emails from counsel received during the evening of October 2, 2023; review and respond to email from T. Falcone re customer's with outstanding accounts to be called by Monitor; daily call with counsel and B. Tannenbaum; emails to/from T. Falcone re Geranium; review and respond to J. Latham re draft email to J. Penny; review and respond to email from R. Fletcher re payment of pre-filing amounts to Cassels Brock LLP; review draft Lien Regularization Order ("LRO"), make comments thereon and send same to J. Latham; review and respond to M. Katz re Halifax landlord.

Date	Professional	Description
10/3/2023	Bryan Tannenbaum	Attend daily Teams call re Union, J. Latham discussion with S. Graff on his email, Ironbridge position, LRO, sale motion; subsequent call with J. Latham and A. Dhanani re status; receipt and review of H. Murray email to C. Besant of Gardiner Roberts LLP re LRO status; review of J. Latham email to J. Penny re status; review J. Latham email re Halifax landlord issue; review J. Latham email to C. Besant re Union response; E. Axell email re same.
10/4/2023	Bryan Tannenbaum	Receipt and review of C. Besant emails with revised draft LRO; receipt and review of C. Besant email to service list with items for court on October 5, 2023; attend daily Teams call; receipt and review of Koskie Minskie book of authorities; receipt and review of J. Pacione Affidavit; attend LRO Teams call; attend circle up call with counsel; receipt and review of J. Latham email to J. Penny re status for October 5, 2023 hearing; receipt and review of C. Besant email re supplemental motion record; receipt and review of Carpenters Union Affidavit; receipt and review of Applicant's Factum.
10/4/2023	Arif Dhanani	Daily call with counsel; review of invoice submitted by Goodmans; review of variance analysis for week 5 sent by R. Fletcher and email to R. Fletcher with comments on same; review of email from C. Besant to J. Pacione, JD Pacione and R. Fletcher of Quality Sterling Group ("QSG") re Mohawk; attend call with lien claimants' counsel, counsel to Ironbridge, counsel to the Applicants and counsel to the Monitor; review and respond to email from J. Pacione re Sunalta Heights; reviewing final offers from Applicants, LIUNA 183 and CU-27 in relation to Union Holdback Motion; calls with J. Latham to discuss [REDACTED] [REDACTED] [REDACTED]
10/5/2023	Arif Dhanani	Review of email from K. Pearl of Fuller Landau LLP to R. Fletcher and forward same to C. Besant and J. Latham with comments; emails to/from D. Nishimura re updated Service List; review of email from H. Rowan-Legg of Alvarez & Marsal ("A&M") re transaction fee; attend Court hearing re Union Holdback issue; update QSG bank account tracker for October 3 and 4, 2023; post hearing call with J. Latham; review of numerous emails from counsel regarding a myriad of issues/matters; review email from Osler LLP re Mohawk inventory; email to R. Fletcher requesting update on Mohawk inventory; review of email exchange between counsel for A&M and Goodmans; update call with J. Latham; review of email from Aird & Berlis forwarded by Goodmans re closing documents.
10/5/2023	Donna Nishimura	Post document to the client webpage on the R&R website
10/6/2023	Arif Dhanani	Review of email from M. Katz to K. Pearl and email to M. Katz in this regard; review of email from J. Latham re email to Court and respond thereto; review of email from T. Falcone re Firstcon and email to Firstcon re payment of account; review of email from Firstcon re counsel to respond and copy J. Latham and C. Besant re same; email to C. Besant re Mohawk inventory; emails to J. Pacione, JD Pacione and M. Katz re Mohawk inventory information required; email to D. Bronconnier of Interloq re amended installation schedule; review of various emails from counsel from the evening of October 5, 2023.

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Date	Professional	Description
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	5.9	\$ 625	\$ 3,687.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	22.3	\$ 485	10,815.50
Donna Nishimura	Estate Administrator	0.2	\$ 110	22.00
Total hours and professional fees		<u>28.4</u>		\$ 14,525.00
HST @ 13%				1,888.25
Total payable				\$ 16,413.25

VISA/MASTERCARD

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WIRE PAYMENT DETAILS

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RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date October 16, 2023

Client File 8734196
Invoice 11
No. CI-10116076

For professional services rendered for the period October 8, 2023 to October 14, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
10/9/2023	Arif Dhanani	██████████ email to/from J. Latham of Goodmans LLP re same.
10/10/2023	Arif Dhanani	Review Goodmans' mark up of draft Approval and Vesting Order and Assignment Order; review of numerous emails from Goodmans to counsel for the Applicants and/or Ironbridge; attend daily counsel call; draft Third Report of the Monitor and send draft to J. Latham for review; review invoice from Goodmans for the period ended October 6, 2023 and forward same to M. Katz of Quality Sterling Group; discussion with J. Latham re Lien Regularization Order ("LRO"), Distribution Order, Union requests; review draft affidavit of J. Pacione forwarded by J. Latham, comment on same and send comments to J. Latham.
10/10/2023	Bryan Tannenbaum	Attend daily teams meeting; receipt and review of C. Besant of Gardiner Roberts LLP email to H. Murray re LRO; review of J. Latham email re approval and vesting order; receipt and review of J. Latham email with LiUNA lawyers correspondence; receipt and review of October 5 th Endorsement and comments by J. Latham; various emails re sale and pieceworkers, collective agreements; various emails regarding LRO wording.
10/11/2023	Bryan Tannenbaum	Attend teams meeting with lawyers on LRO; various emails to respond to union on \$2K payment and amounts to be held in trust by Monitor; subsequent teams call with Davies Ward Phillips & Vineberg ("Davies"), Gardner Roberts, Goodmans re LRO wording; teams call regarding APA with Aird & Berlis (S. Graff/M. Lici/D. Muise), Davies (N. MacParland/J. Kuretzky), Gardner Roberts (C. Besant), Goodmans (J. Latham), Fuller Landau LLP (K. Pearl).
10/11/2023	Arif Dhanani	Review of emails from various counsel on the evening of October 10, 2023 and the morning of October 11, 2023; review of comments and changes inserted into the LRO by counsel to the lien claimants; email to M. Katz re transfer of Union holdback amounts to Monitor; attend call with counsel to QSG, the Monitor, and lien claimants to discuss comments inserted into the

Date	Professional	Description
		LRO by counsel to the lien claimants; email to T. Irshad with request to update QSG bank account tracker; call with Davies, Glaholt LLP, C. Besant, J. Latham and B. Tannenbaum to further discuss comments from lien claimants' counsel on LRO; review of mark up of APA from Davies; review of email from J. Latham to Davies re APA changes and call with J. Latham on same; call with Aird & Berlis, Davies, Goodmans, C. Besant and K. Pearl; review and comment on draft affidavit of J. Pacione and send same to J. Latham; review and respond to C. Besant, J. Latham and N. MacParland emails regarding Firstcon.
10/11/2023	Tanveel Irshad	Updating Bank Account Tracker.
10/12/2023	Bryan Tannenbaum	Review draft Third Report; attend daily teams call; receipt and review of S. Graff email summarizing yesterday's call.
10/12/2023	Arif Dhanani	Review and respond to email from C. Besant re Mohawk information; review and accept changes, as appropriate, to comments from Goodmans on Third Report of the Monitor and send further track changes version to J. Latham; daily call with counsel; further call with J. Latham re draft affidavit of J. Pacione; review email exchange between C. Besant and J. Latham re requirement for further claims process; return call from Canada Revenue Agency ("CRA"); email from/to Alectra Utilities re proof of claim; review of email from counsel to Freed/Firstcon and email to QSG in this regard; review list of invoices provided by J. Pacione and reconcile same to amount in Freed's email; further email to QSG with questions; lengthy call with M. Katz re CRA; [REDACTED]; call with J. Latham re various matters; review of most recent version of LRO re priority of Charges and email to J. Latham re same as well as discussion with M. Katz re CRA; [REDACTED]; call with J. Latham re adjournment of LRO motion and rescheduling and adjournment of sale approval motion and rescheduling of same.
10/12/2023	Tanveel Irshad	Updating Bank Account Tracker.
10/13/2023	Arif Dhanani	Review and respond to email from Atradius Collections on behalf of Beaulieu Canada; review of email from J. Pacione re Ellis Don; review of emails amongst counsel re various issues, LRO, APA, AVO and other matters.
10/13/2023	Bryan Tannenbaum	Attend Court; subsequent call with J. Latham to debrief; various emails to reschedule LRO hearing.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 16, 2023
 Invoice 11
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	9.0	\$ 625	\$ 5,625.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	18.5	\$ 485	8,972.50
Tanveel Irshad	Associate	0.5	\$ 200	100.00
Total hours and professional fees		<u>28.0</u>		\$ 14,697.50
HST @ 13%				1,910.68
Total payable				\$ 16,608.18

VISA/MASTERCARD

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RSM CANADA LIMITED
Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date October 23, 2023

Client File 8734196
Invoice 12
No. CI-10120570

For professional services rendered for the period October 15, 2023 to October 20, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
10/16/2023	Bryan Tannenbaum	Attend daily Teams call; attend Lien Regularization Order ("LRO") Teams call with the lien claimants' lawyers.
10/16/2023	Arif Dhanani	Email to D. Nishimura with documents to be posted to Quality Sterling Group ("QSG") webpage; review and respond to email from Atradius Collections; email to T. Falcone and R. Fletcher re outstanding amounts owed from Menkes re Sugar Wharf, Axiom re BC project, Housing One; attend daily Teams counsel call; complete documentation for recording of funds received from QSG for Carpenters' Union and LiUNA 183 holdbacks; complete documentation for payment to Goodmans LLP; attend call with counsel for lien claimants, Applicants and Monitor; email to T. Falcone and J. Pacione re acceptance of reduced funds for 346 Davenport and email to in-house counsel for Freed/Firstcon in this regard; review Goodmans invoice and forward same to R. Fletcher; call with J. Latham of Goodmans; preparing Goodmans fee summary as requested by C. Besant of Gardiner Roberts LLP; call with Lift Tow Limited re leased commercial vehicles.
10/16/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
10/17/2023	Arif Dhanani	Daily Teams call with counsel; call with J. Latham; call with H. Murray (for lien claimants) and J. Latham; call with counsel re LRO progress; follow up email to R. Fletcher re A/R balances for Menkes, Axiom and Housing One; follow up email to J. Pacione re scope of Housing One project; email to C. Besant re Ellis Don; email to J. Pacione re total quantum of holdbacks; further call with counsel to discuss the LRO; review email from R. Fletcher with various outstanding customer balances and email to C. Besant in this regard; review emails between QSG and APM MacLean; draft email to APM MacLean and send same to M. Katz for approval to release; send email to APM MacLean; discussion with T. Irshad re QSG bank statements and QSG bank account tracker; email to J. Pacione and S. Haddock re Ellis Don; review of Mohawk

October 23, 2023

Invoice 12

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Date	Professional	Description
		information and forward same to J. Latham; review various emails amongst counsel on numerous matters.
10/17/2023	Bryan Tannenbaum	Attend daily Teams call; telephone call from A. Gorys of Cassels Brock & Blackwell LLP re lien claim; email re same to T. Falcone; receipt and review of E. Axell of Goodmans email with construction lien chart; subsequent emails re same from C. Besant.
10/18/2023	Arif Dhanani	Review of email from R. Fletcher re Mohawk segregated amounts; review of email from J. Latham in this regard; email to R. Fletcher with questions regarding quantum and rationale for segregated Mohawk funds; email to C. Besant re Union remittances delivered on October 13, 2023; emails from/to B. Wong re Ascend software license; attend daily counsel call; review of email from S. Shamir re request for statement of account; review of various emails and files and respond to S. Shamir; review and respond to email from Aspen Ridge Homes; call with R. Fletcher and M. Katz re Mohawk and other matters; call with C. Besant re Mohawk.
10/19/2023	Arif Dhanani	Review of emails from counsel and others on the evening of October 18, 2023; call with J. Latham; daily Teams call with counsel; exchange of emails with G. McDonald re Sunalta material delivery; call with Davies Ward Phillips & Vineberg LLP and Goodmans re LRO; review email from R. Fletcher re variance analysis and attachment thereto, call with R. Fletcher re same, re-draft Note 1 to variance analysis and send same to R. Fletcher; respond to email from W. Bronconnier of Interloq Capital; review of email from R. Calderwood and response from C. Besant in relation thereto and email to J. Latham in this regard; review of Affidavit of J. Pacione re LRO and provide comments to C. Besant; emails from/to J. Latham re unpaid amounts by builders claiming set-off; email to G. McDonald re cheques to be provided by Interloq Capital.
10/19/2023	Bryan Tannenbaum	Attend daily Teams call.
10/20/2023	Bryan Tannenbaum	Various emails re LRO.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 23, 2023
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 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	6.8	\$ 625	\$ 4,250.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	21.4	\$ 485	10,379.00
Donna Nishimura	Estate Administrator	0.8	\$ 110	88.00
Total hours and professional fees		<u>29.0</u>		\$ 14,717.00
HST @ 13%				1,913.21
Total payable				\$ 16,630.21

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date October 30, 2023

Client File 8734196
Invoice 13
No. CI-10134607

For professional services rendered for the period October 21, 2023 to October 28, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
10/17/2023*	Tanveel Irshad	Update QSG bank account tracking spreadsheet.
10/20/2023*	Arif Dhanani	Review of emails from R. Fletcher of Quality Sterling Group ("QSG") with respect to Union amounts held in trust by Monitor and revised variance analysis; complete documentation for payment of Goodmans LLP ("Goodmans") invoice and send same to B. Tannenbaum; attend Lien Regularization Order ("LRO") pre-call with Goodmans, Davies Ward Phillips & Vineberg LLP ("Davies") and C. Besant of Gardiner Roberts LLP; attend LRO call with counsel to lien claimants; attend post-call debrief with Goodmans, Davies and C. Besant; review of RSM liquidation analysis as at May 31, 2023; email to R. Fletcher re additional information required to roll forward analysis; email to J. Latham of Goodmans re complexity of analysis and further information required; email from/to G. McDonald re cheques picked up from Firstcon/Freed; email to N. Renner re updating liquidation analysis; review of letter from Canada Revenue Agency forwarded by M. Katz of QSG; review of additional information provided by R. Fletcher re liquidation analysis; call with R. Fletcher to discuss missing information in relation to amounts billed to date and completion amount; email to J. Latham and N. Renner re cannot complete analysis without critical information and QSG cannot provide same in time required for completion of roll forward; email to N. Renner re provision of holdback amounts to lien claimants pursuant to request from E. Dwyer.
10/21/2023	Arif Dhanani	Review of emails from C. Besant re liquidation analysis information and respond thereto; emails to/from J. Latham and N. Renner re call; emails to C. Besant re availability at 2:00 pm; attend call with N. Renner and J. Latham; review draft email from J. Latham to lien claimants' counsel and respond regarding same.
10/22/2023	Arif Dhanani	Review of emails from N. Renner and J. Latham and respond to same; review of email from S. Graff of Aird & Berlis LLP ("Aird & Berlis") and email to J. Latham in this regard; review of email from J. Latham to S. Graff.

Date	Professional	Description
10/23/2023	Arif Dhanani	Review of email from C. Besant to S. Graff and response from S. Graff; filing various emails; emails from/to A&M; daily Teams call with counsel; review of email from D. Ford of QSG re Sunalta payments and respond thereto; email to J. Latham re lien claimants.
10/23/2023	Bryan Tannenbaum	Attend daily Teams call.
10/24/2023	Arif Dhanani	Call with J. Latham re position of lien claimants; review and respond to A&M; attend daily Teams call with counsel; prepare spreadsheet of lienable and non-lienable accounts payable pursuant to request from counsel and send same to J. Latham; review of email exchange between Aird & Berlis, C. Besant and Goodmans re case conference to be scheduled for Friday, October 27, 2023.
10/25/2023	Arif Dhanani	Review of various emails amongst counsel; attend daily Teams call with counsel; call with J. Latham re lien claimants' position; call with K. Pearl of Fuller Landau LLP; call with J. Latham; update meeting with B. Tannenbaum; emails from/to R. Fletcher re A/R, inventory and holdback amounts; review of emails from C. Besant and respond thereto in relation to realization analysis.
10/25/2023	Bryan Tannenbaum	Receipt and review of various emails regarding liquidation valuation.
10/26/2023	Arif Dhanani	Review of week 8 variance analysis and explanations thereto; email to R. Fletcher in this regard; review of email from K. Pearl re request for information and send same to J. Latham with request to discuss information to be provided; provision of A/R, inventory and holdback amounts to K. Pearl pursuant to his request; attend daily Teams call with counsel; prepare and send additional information to K. Pearl re lien notices filed, lienable vs. non-lienable A/P; call with K. Pearl on questions re information provided; call with J. Latham re Calderwood; call and leave message for and email to P. Dowse with request to call Waygar; review final variance analysis for week 8.
10/26/2023	Bryan Tannenbaum	Attend daily Teams call to discuss Waygar position, lien claim amounts, Ironbridge limit re lien claims amount.
10/27/2023	Arif Dhanani	Review of emails from counsel on the evening of October 26, 2023; update QSG bank account tracker; review emails from/to G. MacDonald; call with J. Latham re status of matters; review of Applicants' draft notice of motion and stay extension order forwarded by J. Latham; attend daily Teams call with counsel; call with R. Fletcher re funding required for week of October 30, 2023; email to J. Latham in this regard; attend Court hearing; post hearing call with Goodmans and B. Tannenbaum; email to D. Nishimura with request to post October 27, 2023 Endorsement of the Court to the Monitor's website; commence drafting outline to Monitor's Third Report (status of discussions and stay extension); call with R. Fletcher and J. Pacione re funding required for next week.
10/27/2023	Bryan Tannenbaum	Attend Zoom case conference with J. Penny; debriefing teams call with Goodmans (J. Latham/E. Axell) and A. Dhanani; receipt and review of Aird & Berlis aide memoire.
10/27/2023	Donna Nishimura	Post document to the client webpage on the R&R website.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

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 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	4.1	\$ 625	\$ 2,562.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	24.8	\$ 485	12,028.00
Tanveel Irshad	Associate	0.2	\$ 200	40.00
Donna Nishimura	Estate Administrator	0.2	\$ 110	22.00
Total hours and professional fees		<u>29.3</u>		\$ 14,652.50
HST @ 13%				1,904.83
Total payable				\$ 16,557.33

* Not billed on previous invoice.

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To Quality Rugs of Canada Limited
 505 Cityview Blvd.
 Woodbridge, ON L4H 0Z4

Attn: Mr. Joseph Pacione

Date November 13, 2023

Client File 8734196
Invoice 14
No. CI-10148328

For professional services rendered for the period October 29, 2023 to November 12, 2023 in connection with the engagement letter dated February 2, 2023.

Date	Professional	Description
10/29/2023	Arif Dhanani	Call with J. Latham of Goodmans LLP; review draft affidavit of J. Pacione and provide comments to J. Latham on same; review email from N. Renner re accounts receivable and respond thereto; review draft Notice of Motion and Order for Stay Extension; review email exchanges amongst counsel.
10/30/2023	Bryan Tannenbaum	Receipt and review of C. Besant of Gardiner Roberts LLP email to the service list regarding extension of stay application; attend daily Teams call; process payments; receipt and review of draft Third Report and discuss with A. Dhanani.
10/30/2023	Arif Dhanani	Review of revised affidavit of J. Pacione sent by C. Besant; amend Monitor's Third Report, based on revised affidavit; email to D. Nishimura with Quality Sterling Group ("QSG") Notice of Motion for posting on the Monitor's website; update QSG bank account tracker; attend daily Teams call with counsel and B. Tannenbaum; review of emails from J. Pacione re The Courtyard; email to Wilkinson Construction re sign off on completion forms; emails from/to Wilkinson Construction and QSG re The Courtyard; review of Goodmans invoice for the period ended October 27, 2023 and send same to R. Fletcher of QSG for payment; review amendments to Monitor's Third Report; call with J. Latham re same; draft language into Third Report re maturity of the DIP Facility and send current version of report to J. Latham; further call with J. Latham; update call with B. Tannenbaum.
10/30/2023	Donna Nishimura	Posts documents to the client webpage on the R&R website.
10/31/2023	Bryan Tannenbaum	Receipt and review of N. MacParland of Davies Ward Phillips & Vineberg LLP email regarding Ironbridge not proceeding; C. Besant email re DIP will not be extended; attend Court.
10/31/2023	Arif Dhanani	Email to D. Nishimura with request to post Monitor's Third Report on website; update QSG bank account tracker; call with J. Latham prior to Court; attend Court hearing; post-hearing call with Goodmans and B. Tannenbaum; review

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Date	Professional	Description
		email from F. Tayar; call with F. Tayar re Timeline employee; review email exchange amongst Goodmans and C. Besant re \$2,000 to be paid to MRAD; call with K. Pearl of Fuller Landau LLP to discuss transition items.
10/31/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
11/1/2023	Arif Dhanani	Call with Goodmans, C. Besant and B. Tannenbaum; call with J. Latham; call with K. Pearl to discuss Halifax matter; review of various emails amongst counsel re matters to be addressed on November 24, 2023 and setting timetable; review various emails amongst counsel forwarded by J. Latham.
11/2/2023	Arif Dhanani	Review emails amongst counsel on the evening of November 1, 2023; respond to email from K. Pearl re request for call at 4 pm; review further emails forwarded by J. Latham; call with J. Latham, K. Pearl, K. Kraft, D. Muise and M. Lici of Aird & Berlis LLP.
11/3/2023	Arif Dhanani	Draft and send email to B. Tannenbaum and D. Nishimura re November 24, 2023 hearing and preparation of report to the Court for taxation of the Monitor's accounts.
11/3/2023	Donna Nishimura	Post document to the client webpage on the R&R website.
11/6/2023	Arif Dhanani	Review of email and attachments thereto from M. Lici re receivership order; review voicemail from F. Tayar and respond thereto by email with Endorsements of the Court dated October 31 and November 2, 2023 re receivership; call with and email to Bell Mobility re CCAA of QSG, receivership proceedings and contact information for receiver; call with J. Latham to discuss this morning's call with all counsel.
11/6/2023	Bryan Tannenbaum	Receipt and review of Calderwood email.
11/7/2023	Bryan Tannenbaum	Receipt, review and respond to A. Kudyba of European Touch Hardwood Floors ("European Touch") regarding outstanding account.
11/7/2023	Arif Dhanani	Review and respond to email from B. Tannenbaum re European Touch Hardwood; commence drafting outline for Fourth Report of the Monitor; email to J. Latham with numerous questions regarding termination of proceedings and charges.
11/8/2023	Arif Dhanani	Review emails from Goodmans including responses to questions from the Monitor regarding various aspects of the Fourth Report to be completed; review of emails and letter from Gowlings WLG; call with Goodmans and B. Tannenbaum re next steps and emails from Gowlings and Dentons; review Orders of the Court dated October 31, 2023; email to D. Nishimura with request to post Orders on the Monitor's website; commence drafting various sections of the Monitor's Fourth Report; review of emails to/from counsel regarding information requested by Gowlings; review Service List circulated by Dentons and email to Dentons identifying typo; email to F. Tayar with copies of Stay Extension Order and Receiver's Appointment Order.
11/8/2023	Bryan Tannenbaum	Teams call with Goodmans (J. Latham/E. Axell) and A. Dhanani to discuss court report for our discharge, review M. Haddon email letter.
11/8/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
11/9/2023	Arif Dhanani	Review of email from J. Latham with issued and entered Stay Extension and Receivership Orders of the Court; email to D. Nishimura to update Monitor's website; review of email from J. Latham to K. Kraft re funds held by Monitor for LiUNA 183 and Carpenters' Union members and email to J. Latham in this

November 13, 2023
 Invoice 14
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Date	Professional	Description
		regard; email to K. Pearl re transfer of Union Holdback funds; complete first draft of the Monitor's Fourth Report and send same to B. Tannenbaum for comments; incorporate comments from B. Tannenbaum and send Fourth Report to Goodmans for comments; emails to/from Goodmans re response to Dentons email re priority charges and fees.
11/9/2023	Donna Nishimura	Post documents to the client webpage on the R&R website.
11/10/2023	Arif Dhanani	Review email from J. Latham re Receiver's Charge being part of Admin Charge and respond thereto; review of email from N. Renner re timetable; review of email from K. Kraft re meeting on November 13, 2023; review of Monitor's draft notice of motion and provide comments to Goodmans; respond to creditor enquiry regarding status of proceedings and updates; further emails to/from J. Latham; review of notice of motion of Waygar Capital Inc.; review of notice of motion of various lien claimants.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	4.0	\$ 625	\$ 2,500.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	26.8	\$ 485	12,998.00
Donna Nishimura	Estate Administrator	1.6	\$ 110	176.00
Total hours and professional fees			<u>32.4</u>	\$ 15,674.00
HST @ 13%				2,037.62
Total payable				\$ 17,711.62

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

**THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF ARIF DHANANI
SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2023**

Erik Afell

Commissioner for Taking Affidavits

**IN THE MATTER OF THE CCAA PROCEEDING OF QUALITY STERLING GROUP
SUMMARY OF HOURS WORKED AND STANDARD HOURLY RATES OF RSM CANADA LIMITED**

NAME	TITLE	HOURLY RATE	TOTAL HOURS INVOICED	TOTAL FEES
Bryan Tannenbaum	President	\$ 625.00	116.6	\$ 72,875.00
Arif Dhanani	Vice-President	485.00	286.6	139,001.00
Tanveel Irshad	Associate	200.00	4.0	800.00
Anne Baptiste/Donna Nishimura	Estate Administrator	110.00	14.1	1,551.00
Total			421.3	\$ 214,227.00

Schedule “A” – Other Applicants**A.1 QSG Opcos (in addition to QRCL)**

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

**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 QUALITY
RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN SCHEDULE "A"
HERETO**

Court File No: CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**AFFIDAVIT OF ARIF DHANANI
(sworn November 17, 2023)**

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Joseph Latham LSO#: 32326A
jlatham@goodmans.ca

Robert J. Chadwick LSO#: 35165K
rchadwick@goodmans.ca

Erik Axell LSO#: 853450
eaxell@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for the Monitor, RSM Canada Limited

APPENDIX S

**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 QUALITY RUGS OF CANADA
LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

(collectively, the "**Applicants**")

**AFFIDAVIT OF ROBERT J. CHADWICK
(Sworn November 17, 2023)**

I, Robert J. Chadwick, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a partner with the law firm of Goodmans LLP ("**Goodmans**"), which is counsel to RSM Canada Limited ("**RSM**") in its capacity as court-appointed monitor (the "**Monitor**") of the Applicants in the within proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.
2. RSM was appointed as Monitor pursuant to the Initial Order (as amended and restated, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 25, 2023. The Monitor retained Goodmans as its counsel in these proceedings.
3. Pursuant to paragraph 36 of the Initial Order, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the proceedings. Pursuant to paragraph 37 of the Initial Order, the Monitor and its legal counsel are required to pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are referred to the Court.
4. Attached hereto as Exhibit "A" are true copies of the accounts (the "**Goodmans Accounts**") rendered by Goodmans to the Monitor prior to and during the course of the Applicant's

CCAA proceedings, being the period between August 18, 2023 and November 15, 2023, inclusive (the “**Application Period**”). The Goodmans Accounts have been redacted to address matters of confidentiality, privilege or to avoid disclosure of substantive matters which were the subject of without prejudice discussions.

5. Attached hereto as Exhibit “B” is a schedule summarizing the Goodmans Accounts in respect of the Application Period. As shown in the summary, Goodmans incurred fees and disbursements during the Application Period totalling \$644,922.73, comprised of fees of \$565,216.50, costs of \$5,511.56 and taxes of \$74,194.67.

6. The Goodmans Accounts were issued to the Monitor at Goodmans’ standard rates and charges for the professionals involved. Attached hereto as Exhibit “C” is a schedule summarizing billing rates of each of the professionals at Goodmans that rendered services to the Monitor during the Application Period, the hours worked by each such individual, and the average hourly rates for the file.

7. In respect of the Application Period, Goodmans has been paid a total of \$558,392.06, with \$86,530.67 presently billed and unpaid, and Goodmans has a retainer of \$60,000 on hand.

8. I believe that the total hours, fees and disbursements incurred by Goodmans during the Application Period are reasonable and appropriate in the circumstances.

9. This Affidavit is sworn in connection with a motion by the Monitor for the approval of the fees and disbursements of the Monitor and its legal counsel for the Application Period and for no improper purpose.

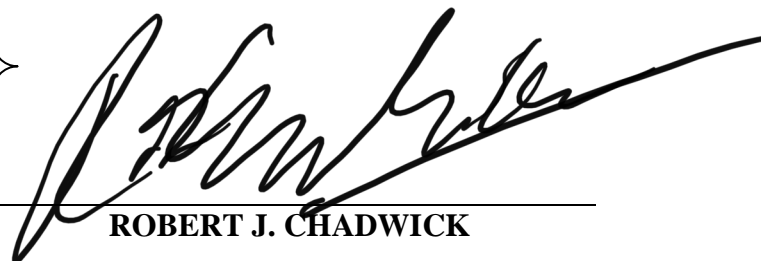
SWORN BEFORE ME over videoconference on this 17th day of November, 2023. The affiant was located in the City of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, Province of Ontario

Erik Axell

A Commissioner for taking affidavits

Name: Erik Axell

LSO # 853450


ROBERT J. CHADWICK

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF ROBERT J. CHADWICK
SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2023

Erik Apell

Commissioner for Taking Affidavits

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

August 29, 2023

Our File No. XECC 231911
Invoice No. 800595

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
08/18/23	EAX	1.10	Drafting affidavit of service, memo to the Court and compiling materials for filing.
08/18/23	JCC	0.50	Receipt and review of correspondence from J. Latham; review draft order re: Treatment of Lien Claims; telephone conference with J. Latham; memorandum to J. Latham.
08/18/23	JMC	0.30	Review background.
08/18/23	LJL	2.50	Multiple emails re: funding for business and professionals through adjournment; attending Court for adjournment and discussions with Justice Penny; follow up re: issues around funding, issues re: employee points and issues re: construction liens.
08/18/23	LJL	0.60	Telephone call with J. Cosentino re: construction lien issues; emails with C. Besant and A. Dhanani re: status.
08/20/23	LJL	0.20	Emails with N. MacParland and C. Besant re: status.
08/21/23	JCC	0.30	Receipt and review of correspondence from N. McParland; [REDACTED]
08/21/23	JMC	1.20	Review background; inter-office discussion between J. Conforti and J. Latham.
08/21/23	LJL	1.20	Multiple emails and calls re: proposed adjournment and re: status of documents and deal.
08/21/23	LJL	3.80	Call with J. Conforti re: employee issues raised by Union; emails and calls with N., MacParland and then with Ironbridge and Company to discuss issues re: trusts and employees; emails re: LOI; reviewing and commenting on draft LOI and sharing questions with N. MacParland and C. Besant; reviewing and editing draft Order to deal with construction issues and issues re: proposed DIP; emails with A. Dhanani re: need to advance draft Report based on information in draft LOI.

Date	TKID	Hours	Description
08/22/23	LJL	5.30	Multiple emails and calls re: position of Waygar on outstanding items; discussions with A. Dhanani, C. Besant and N. MacParland re: same; emails and calls with counsel for A&M re: status; receipt and review of factum from A&M; reviewing LOI and related materials; communication with Court re: need for adjournment; emails from stakeholders; reviewing draft Order to consider approach to issues; issues re: terms of potential adjournment and requests for further retainers as critical payments, denied by Waygar; multiple follow up emails re: status of request for adjournment and requests of certain stakeholders.
08/23/23	LJL	8.20	Preparing for and attending hearing with Justice Penny; emails re: draft Order; post-hearing follow up with S. Graff, C. Besant and N. MacParland; emails and calls with A. Dhanani re: outcome and next steps; reviewing and commenting on drafts of DIP term sheet, LOI and side letter; multiple emails and discussions with N. MacParland and C. Besant; emails and discussions with C. Besant and A. Dhanani re: union concerns; emails with C. Besant re: status of draft Initial Order; multiple follow up emails and calls with S. Graff, C. Besant and N. MacParland to move matters forward; email with A. Dhanani re: potential need to intervene with Company.
08/24/23	EAX	3.50	Call with J.Latham re: update on case and draft initial order; reviewing and revising draft initial order; reviewing draft monitors report, DIP term sheet, LOI.
08/24/23	LJL	10.00	Multiple emails with various parties re: status of draft documents; receipt and review of comments on DIP and then receipt and review of multiple further versions of same, providing comments to IB's counsel and sharing with RSM; receipt and review of multiple versions of LOI and other deal documents, sharing with RSM and providing comments; detailed review of and revision to draft of Second Supplementary Report of RSM; assisting in attempting to resolve multiple issues, including release of cash dominion on bank accounts, employment questions from Union and construction lien issues; discussion with A. Dhanani and R. Fletcher to deal with cash flow issues; reviewing and commenting on draft cash flow projections and format thereof; discussions with E. Axell re: background and next steps; reviewing edits to draft Initial Order and circulating to IB and Waygar at request of C. Besant; discussion with E. Axell re: revisions to Order to prepare for hearing; drafting and sending email to Judge re: timing; multiple emails with RSM, N. MacParland and others to try to move matter to conclusion, awaiting Company documents.
08/25/23	EAX	8.00	Attending initial hearing; reviewing, revising and distributing Initial Order for comments; telephone conferences with various counsel re: Initial Order; attending to various service list distributions; reviewing and responding to various emails re: initial hearing and status of Court documents; uploading documents to caselines and filing them with Court.
08/25/23	JCC	0.50	Receipt and review of correspondence from E. Axell; email to E. Axell and J. Latham; receipt and review of emails from J. Latham; review of correspondence from M. Farace (lawyer for 66 Eight Cumberland).
08/25/23	LJL	7.60	Multiple emails re: updates on finalizing deal documents; conference calls with counsel re: same and re: comments on draft Order; seeking signature pages for documents; attending hearing at 10 am and standing down to 11; ongoing discussions re: Order and to bridge business issues; re-attending hearing and making submissions regarding business terms of the LOI and regarding the DIP term sheet; standing down to 12:30 to await signature pages; multiple emails and discussions re: status of documents and updates to Order; sending Justice Penny

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Invoice No. 800595
Our File No. XECC 231911

Page 3
August 29, 2023

Date	TKID	Hours	Description
			draft of Monitor's Report; receipt of signature pages and circulating to other counsel; finalizing and serving Monitor's Report and sending directly to Justice Penny; re-attending and standing down to finalize Order; re-starting at 1:15 and walking Justice Penny through draft Order and variations from the Model Order; concluding hearing with Initial Order; multiple emails and telephone calls with counsel, clients and E. Axell re: outcome and next steps; receipt of Order and Endorsement; circulating same; multiple emails re: lien claims asserted and including J. Cosentino to deal with those. Emails re: agreement from QSG to move matter forward; emails to RSM and N. MacParland re: same.

Total Fees **\$56,696.00**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	39.40	1,185.00	46,689.00
JCC	Cosentino, Joe	1.30	1,040.00	1,352.00
JMC	Conforti, Joe	1.50	1,150.00	1,725.00
EAX	Axell, Erik	12.60	550.00	6,930.00

Total Fees **\$56,696.00**

Total Fees On This Invoice \$56,696.00
ON HST @ 13.0% \$7,370.48
Total On This Invoice (CAD) **\$64,066.48**

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP



E. & O. E.
RJC /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

RSM Canada Limited
 700 - 11 King St W
 Toronto M4H 4C7
 Canada

September 12, 2023

Our File No.	XECC	231911
Invoice No.		801561

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
08/26/23	EAX	1.00	Telephone conversation with J. Latham and J. Cosentino re: lien dispute process; drafting lien claimant chart re: same.
08/26/23	JCC	0.90	Teams call with J. Latham and E. Axell; receipt and review of correspondence from N. McParland; review correspondence from E. Cosgrove (lawyer for Fusion Flooring); review Notice of Lien of Fusion Flooring; receipt and review of email from E. Axell to A. Dhanani (RSM); review endorsement of Justice Penny re: Quality Rugs Matter.
08/26/23	LJL	0.70	Conference call with J. Cosentino and E. Axell re: lien claims process and re call with counsel for one of the contractors; ongoing emails re: same.
08/27/23	EAX	3.10	Drafting Monitor's Certificate, Sealing Order and creating service list.
08/27/23	JCC	0.50	Review correspondence from C. Besant; review documents and construction lien re: CDS Distribution; email to J. Latham; review and revise lien chart; emails to and from E. Axell; review correspondence to M. Farace.
08/28/23	EAX	3.30	Revising Monitor's Certificate, Sealing Order and service list; reviewing and responding to various emails re: CG Eight Cumberland project, dismissal of Waygar CCAA Application, and service list.
08/28/23	JCC	0.80	Receipt and review of correspondence from M. Farace (x3); emails to and from E. Axell; receipt and review of correspondence from A. Dhanani (x4); review additional client documents; review documents re: GG Eight Cumberland.
08/28/23	LJL	2.00	Multiple emails with C. Besant and N. MacParland re: construction lien claims issues; emails and calls with E. Axell and A. Dhanani re: same; reviewing emails re: approach to liens and enquiring re: Company's 911 list of projects; emails re: Waygar payout and issues; reviewing and commenting on drafts of Sealing Order and Monitor's Certificate for payout of Waygar; emails with E. Axell re: same.

Date	TKID	Hours	Description
08/29/23	EAX	2.90	Telephone call with Monitor and counsel for CG Eight Cumberland re: status of project and lien process; reviewing and responding to various emails re: Waygar Loan Payout and blocked accounts, Lien Notices, Sealing Order and Monitor's Certificate; drafting Amended and Restated Initial Order.
08/29/23	JCC	1.00	Emails to and from E. Axell and J. Latham; Teams call with M. Farace, representatives of Great Gulf, A. Dhanani and E. Axell; preparation of summary notes; receipt and review of correspondence from A. Dhanani (RSM) (x3); receipt and review of correspondence from M. Farace; email to A. Dhanani; receipt and review of correspondence from J. Latham.
08/29/23	LJL	3.70	Reviewing and commenting on draft Sealing Order; call with E. Axell re: same and re: instructions for next steps to get to Comeback Hearing; email to A. Dhanani re: steps to prepare for Comeback Hearing; email to C. Besant re: steps to get to Comeback Hearing; email to N. MacParland re: Waygar payout issues; multiple emails and calls re: construction lien issues raised by other parties and approach; emails and discussions with internal team re: same and with C. Besant and client re: approach; receipt and brief review of draft ARIO.
08/30/23	EAX	7.10	Telephone call with Monitor and N. McParland re: blocked accounts, Waygar Payout, and revisions to ARIO; reviewing and revising ARIO; reviewing notices of lien and updating lien claimant chart; call with Monitor, J. Latham, J. Consentino and Monitor re: lien dispute process; updating service list; reviewing and responding to various emails re: CCAA process.
08/30/23	JCC	3.20	Emails from J. Latham; review correspondence from C. Besant (x5); receipt and review of correspondence from A. Dhanani (x4); review documents re: Notices of Lien, lien registered prior to August 25, 2023 and Supplier liens and issues; review correspondence from H. Krupat re: Fuzion re: Lien Issues; review and revise email to C. Besant re: Sugarwharf; receipt and review of correspondence from H. Krupat re: Fuzion re: S.39 request for information; Teams call with A. Dhanani, J. Latham, E. Axell and C. Besant; preparation of summary notes; receipt and review of Notices of Lien re: Olympia Tile; review Lien Claimant Chart.
08/30/23	LJL	4.30	Emails with C. Besant re: approach to Comeback Hearing and time required; emails re: Waygar interim financing payout and questions raised; discussions re: process to pay out Waygar interim financing; multiple emails and telephone calls re: construction lien claims and re: issues raised with Initial Order; conference call with clients, C. Besant and internal team re: liens and approach to dealing with them, considering a lien regularization order; receipt and review of updated lien claimant chart; issues re: Waygar cash dominion not being lifted and impacting DIP advances; discussions with clients and C. Besant re: dealing with that to release accounts and get DIP funds flowing.
08/31/23	CAG	0.70	Emails with J. Cosentino re: CCAA/construction lien issues and reviewing Bondfield and other precedent files re: same.
08/31/23	EAX	3.40	Reviewing and analyzing CCAA case law re: lien regularization process; drafting email to J. Consentino and J. Latham including precedents relevant thereto; reviewing and analyzing notices of lien and updating construction lien chart; drafting email to Justice Penny with Sealing Order; updating service list; reviewing and responding to various emails re: lien notice process.
08/31/23	JCC	3.50	Receipt and review of correspondence from J. Latham (x22); receipt and review of correspondence from A. Dhanani (x4); review correspondence from M. Leci

Date	TKID	Hours	Description
			(BLG) re: Housing One; receipt and review of correspondence from C. Besant (x3); receipt and review of letter from A. Vohra and copies of builder's liens re: Ames Tiles re: Alberta; review correspondence from S. Wiseman (Ames Tiles) re: BC Lien; review various Lien Regularization Orders and Variances to Initial Orders re: lien matters; review Proposed Solution to Lien Issues as proposed by C. Besant; review various articles and caselaw re: liens and CCAA proceedings.
08/31/23	LJL	4.70	Emails re: obtaining Sealing Order; emails re: Waygar interim financing payout and release of cash dominion over Company accounts; reviewing lien regularization materials shared by J. Cosentino and E. Axell; telephone calls with J. Cosentino re: same and suggested approach; emails and calls with clients re: same; multiple emails and calls over course of day dealing with construction lien issues and Initial Order and discussing lien regularization order.
09/01/23	EAX	9.10	Telephone call with J. Latham, J. Cosentino and debtor counsel re: lien regularization order, ARIO and status of lien notices; updating lien notice tracking chart; drafting Lien Regularization Order; reviewing and revising ARIO; finalizing and serving Sealing Order, Monitor's Certificate and First Monitor's Report.
09/01/23	JCC	4.60	Emails between J. Latham, E. Axell and J. Cosentino; receipt and review of correspondence from C. Besant (x12); Teams call with C. Besant, RSA personnel, S. Graff, D. Muise, J. Latham and E. Axell; review draft Monitor's First Report, receipt and review of correspondence from A. Dhanani (x6); receipt and review of correspondence from B. Tannenbaum; receipt and review of correspondence from R. Fletcher; receipt and review of correspondence from M. Farace (lawyer for Cumberland); receipt and review of correspondence from M. Leci (lawyer for Housing One); receipt and review of correspondence from J. Pacione (x2); receipt and review of correspondence from A. Iqbal (x2) (lawyer for Tribute Renforth); receipt and review of correspondence from M. Singla; receipt and review of Vifloor's Notice of Lien and registered construction lien; review various emails from J. Latham to RSM and/or C. Besant; receipt and review of correspondence from M. Haddon (Gowlings); review and revise Lien Regularization Order; review draft Notice of Motion prepared by C. Besant.
09/01/23	LJL	8.50	Reviewing materials re: Lien Regulation Order and chart of lien claims; conference call with client, internal team, C. Besant and Waygar counsel re: LRO; telephone call with IB counsel re: LRO; reviewing and commenting on draft Monitor's Report; discussions with client and C. Besant re: approach to hearing on Sept 6 and likely need to put over LRO; discussions re: payout of Waygar interim financing and service of Monitor's Certificate re: same; serving Sealing Order; reviewing further version of draft Monitor's Report and sharing with C. Besant; comments to client; reviewing and revising draft LRO; finalizing, issuing and serving Monitor's First Report; multiple emails with counsel and clients re: various construction lien issues and concerns; emails with Justice Penny re: Tuesday hearing and timing of materials.
09/02/23	EAX	1.00	Updating lien notice tracking chart and service list.
09/02/23	JCC	1.10	Receipt and review of correspondence from C. Besant (x2); further revise Lien Regularization Order; receipt and review of correspondence from B. Tannenbaum; receipt and review of correspondence from A. Dhanani; emails between J. Latham, E. Axell and J. Cosentino; telephone conferences with J. Latham; receipt and review of correspondence from S. Graff.

Date	TKID	Hours	Description
09/02/23	LJL	3.00	Reviewing and commenting on draft Lien Regularization Order; emails and telephone calls with J. Cosentino re: same; emailing comments to client and internal team; multiple emails with C. Besant re: Company materials; reviewing email from J. Cosentino re: Construction Act issues concerning revised draft LRO; further revising draft LRO; emailing draft to C. Besant, S. Graff and N. MacParland for review and comment; emails with Mohawk re: ARIO.
09/04/23	EAX	5.00	Telephone call with J. Latham and J. Cosentino re: Lien Regularization Order; reviewing and revising Lien Regularization Order; drafting email to working group re: updated Lien Regularization Order.
09/04/23	JCC	3.60	Receipt and review of correspondence from S. Graff (x3); receipt and review of correspondence from N. McParland (x2); receipt and review of correspondence from C. Besant (x8); receipt and review of correspondence from H. Murray (x4); receipt and review of correspondence from N. Renner (x2); review comments and revisions to draft Lien Regularization Order from N. Renner (Davies) (lawyer for Iron Bridge); Teams call with J. Latham and E. Axell re: detailed review and updating of draft Lien Regularization Order; receipt and review of correspondence from A. Dhanani (x3); receipt and review of correspondence from M. Lici (Aird & Berlis); review comments to draft Lien Regularization Order from M. Lici (lawyer for Waygar); review various emails from J. Latham to various lawyers for QSG, Waygar and Ironbridge; review correspondence from E. Axell to lawyers for QSG, Waygar and Ironbridge; emails to and from J. Latham, E. Axell and J. Cosentino.
09/04/23	LJL	4.30	Multiple emails with multiple parties re: various lien issues; receipt and review of comments on draft LRO; conference call with internal team to work through multiple sets of comments on draft LRO; reviewing revised draft LRO and sending comments to team; discussions with QSG and IB; re-circulating draft LRO to Company, IB and Waygar.
09/05/23	EAX	3.20	Updating ARIO Order; attending Comeback hearing; reviewing lien notices; drafting and responding to various emails re: lien notices and construction liens.
09/05/23	JCC	2.90	Receipt and review of correspondence from H. Murray (x3); receipt and review of correspondence from C. Besant (x14); review and revise Amended and Restated Initial Order (ARIO); receipt and review of correspondence from N. McParland; receipt and review of correspondence from A. Dhanani; receipt and review of correspondence from D. Brett (lawyer for 4405967 Nova Scotia Ltd.); attend Come Back Hearing via Zoom before Justice Penny; preparation of summary notes; receipt and review of correspondence from N. Renner (x2); receipt and review of Endorsement of Justice Penny; receipt and review of ARIO; receipt and review of ViFloor lien re: Daniels Group re: Brampton Project; telephone conference with J. Latham.
09/05/23	LJL	6.00	Multiple emails from C. Besant re: preparation for hearing; emails with lien claimants and agreeing on revisions to ARIO; emails re: status of LRO; preparing for and attending Comeback Hearing and obtaining ARIO and Order dismissing Waygar CCAA application; emails and discussions with C. Besant, N. MacParland and clients re: Monitor being apprised of status of projects, re: cash flow issues and trying to ensure compliance with Construction Act, re: lien chart, re: status of LRO, re: Halifax issues, and re: Housing One issues; reviewing draft correspondence from E. Axell to claimants and lien registrants; reviewing materials from C. Besant; discussion with A. Dhanani re: cash flows.

Date	TKID	Hours	Description
09/06/23	EAX	3.60	Telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge re: Lien Regularization Order; reviewing lien notices, letters to the Monitor; drafting responses re: letters and updating lien claimant chart.
09/06/23	JCC	1.40	Teams call with C. Besant, N. McParland and N. Renner (Davies), J. Latham and E. Axell; preparation of summary notes; review provisions of Lien Regularization Order re: trusts under the Construction Act.
09/06/23	LJL	4.30	Receipt and review of letters from multiple parties and coordinating with E. Axell to log same and ensure they are responded to; multiple emails and calls with C. Besant, N. MacParland, N. Renner, B. Tannenbaum and internal team to discuss stats of various lien claims, and means of removing liens from title under ARIO; conference call with B. Tannenbaum, internal team, C. Besant, N. MacParland and N. Renner re: LRO and approach to same; further discussion of issues related to status of projects and process mandated by Construction Act; follow up discussion with N. Renner re: status of projects and related issues.
09/07/23	EAX	5.10	Telephone conversation with J. Latham, J. Cosentino, debtor counsel and counsel for Ironbridge re: Lien Regularization Order; reviewing lien notices, letters to the Monitor and updating lien claimant chart; updating service list; drafting letters to lien claimants re: vacating their construction liens; reviewing Lien Regularization Order.
09/07/23	JCC	2.10	Receipt and review of correspondence from C. Besant (x3); Teams call with N. McParland, N. Renner, C. Besant, B. Tannenbaum, J. Latham and E. Axell; receipt and review of correspondence from H. Murray; review updated Lien Claimant Chart; receipt and review of correspondence from P. Champagne re: vacating of Torlys Liens and Lauzon Liens; receipt and review of correspondence from R. Calderwood (x2), lawyer for Auberge Residences; receipt and review of correspondence from B. Tannenbaum; receipt and review of revised Lien Regularization Order as revised by C. Besant; receipt and review of correspondence from N. Renner; [REDACTED] emails between J. Latham, E. Axell and J. Cosentino.
09/07/23	LJL	4.00	Telephone calls with B. Tannenbaum and J. Cosentino re: issues with LRO based on discussion with Company; conference call with C. Besant, N. MacParland, N. Renner, B. Tannenbaum, J. Cosentino and E. Axell to discuss status of various lien and other issues and responses to letters, and to discuss approach to LRO and need to circulate to lien claimants; follow up emails re: LRO; emails from claimants re: vacating of liens and other matters; discussion with E. Axell to ensure lien chart updated and brief review of same; communications with various construction counterparties; discussion with B. Tannenbaum re: approach to Monitor's Report on LRO motion.
09/07/23	LJL	0.40	Receipt and review of draft LRO from C. Besant and comments of N. Renner; email with high level comments.
09/08/23	JCC	1.90	Receipt and review of correspondence from N. Renner; Teams call with B. Tannenbaum, J. Latham and E. Axell; Teams call with C. Besant, N. Renner, B. Tannenbaum, J. Latham and E. Axell re: Lien Regularization Order revisions; receipt and review of correspondence from C. Besant (x4); review correspondence between J. Latham and RSM personnel; receipt and review of correspondence from A. Dhanani; receipt and review of Motion Record of GG Eight Cumberland; review correspondence from C. Besant to Justice Penny; review correspondence between C. Besant and M. Farace re: GG Eight

Invoice No. 801561
 Our File No. XECC 231911

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 September 12, 2023

Date	TKID	Hours	Description
			Cumberland's motion to terminate QSG Project.
09/08/23	LJL	3.50	Multiple emails with multiple lien claimants or owner counsel; multiple emails with C. Besant and N. MacParland re: union issues; brief update with internal team; reviewing draft lien summary chart for Monitor's Report; issues re: updating service list; additional comments on draft LRO; conference call with C. Besant, N. Renner, B. Tannenbaum and E. Axell re: LRO and approach to September 12 hearing; emails from C. Besant to service list and to Justice Penny seeking to adjourn LRO hearing to permit further comment; emails from various lien claimants; email from M. Farace re: motion to lift stay; multiple emails with M. Farace, C. Besant and QSG re: concerns raised by GG (M. Farace client) and QSG position on same; emails to supplier refusing to supply.

Total Fees **\$114,069.50**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	49.40	1,185.00	58,539.00
JCC	Cosentino, Joe	27.50	1,040.00	28,600.00
CAG	Armstrong, Chris	0.70	915.00	640.50
EAX	Axell, Erik	47.80	550.00	26,290.00

Total Fees **\$114,069.50**

Total Fees On This Invoice	\$114,069.50
ON HST @ 13.0%	\$14,829.04
Total On This Invoice (CAD)	\$128,898.54

Invoice⁴⁵⁶ No. 801561
Our File No. XECC 231911

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September 12, 2023

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

A handwritten signature in black ink, appearing to be 'RJC', written over a horizontal line.

E. & O. E.
RJC /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
08/29/23	800595	\$56,696.00	\$0.00	\$7,370.48	\$0.00	\$64,066.48
08/29/23	800597	\$58,547.00	\$0.00	\$8,782.05	\$60,000.00	\$7,329.05
Total Outstanding Invoice (CAD)						\$71,395.53

Remittance information:

CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account Name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
Transit: 12162 Swift code: TDOMCATTOR
CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Transit: 12162
USD account: 7359751 Swift code: TDOMCATTOR
Intermediary Bank: Bank of America, New York, NY, USA
ABA: 026009593 Swift code: BOFAUS3NXXX

Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Please enclose remittance copy including invoice #, matter # and amount paid.

RSM Canada Limited
 700 - 11 King St W
 Toronto M4H 4C7
 Canada

September 18, 2023

Our File No.	XECC	231911
Invoice No.		801793

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
09/08/23	EAX	1.00	Telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge re: Lien Regularization Order, motion to vacate Sept 12 hearing; reviewing lien notices.
09/10/23	EAX	3.30	Updating lien notice tracking chart and service list; drafting simplified lien notice chart for Monitor's Report; reviewing letters sent to Monitor and drafting responses.
09/10/23	LJL	1.00	Reviewing GG Cumberland motion materials and emails with C. Besant re: same and re: status of LRO motion.
09/11/23	EAX	1.80	Telephone conversation with J. Latham, J. Cosentino, counsel for Ironbridge re: September 12 hearing; status of materials; telephone conversation with Monitor and J. Pacione re: Remington Group Project; CG Eight Cumberland Project; drafting response to Counsel for the Remington Group re: letter addressed to the Monitor.
09/11/23	JCC	2.50	Receipt and review of correspondence from B. Tannenbaum; receipt and review of correspondence from Justice Penny; receipt and review of correspondence from M. Cooper (lawyer for Remington); receipt and review of correspondence from C. Besant (x5); receipt and review of correspondence from N. Renner (x3); brief review of Affidavit of J. Pacione; receipt and review of correspondence from R. Calderwood; receipt and review of correspondence from E. Dwyer; receipt and review of correspondence from M. Leci; receipt and review of proposed revisions to Lien Regularization Order; receipt and review of correspondence from A. Vohra (counsel for Ames); receipt and review of correspondence from D. Reed (Mansouri Living).
09/11/23	LJL	5.00	Multiple emails re: GG8 motion, materials sought by GG8 and background from company as to this project and what was happening; discussion with client for them to push this issue with QSG and to discuss other problem matters; discussion with E. Axell re: responding to various letters and emails from other

Date	TKID	Hours	Description
			builders, etc.; receipt of additional lien claims; revising draft email on Remington; emails with various other lien claimants to confirm which would be proceeding and which would be adjourned; issues re: Union positions and seeking information from C. Besant; reviewing draft affidavit on GG8 and making suggestions to C. Besant and N. Renner; multiple emails with C. Besant, client and IB re: state of play for motion and approach; email of draft APA from N. MacParland and sharing with clients for review at high level; receipt and review of served affidavit from QSG re: GG8; receipt and review of multiple sets of comments on draft LRO and sharing with clients; reviewing email from C. Besant to Justice Penny.
09/12/23	EAX	2.60	Preparing for and attending Court re: lift of Stay Motion; creating punch list for ongoing issues; reviewing and considering Union holdback issue re: preparation for drafting correspondence to builders' requirements to release AR funds.
09/12/23	JCC	1.90	Attend Zoom Hearing before Justice Penny; preparation of summary notes; receipt and review of Endorsements of Justice Penny; receipt and review of correspondence from A. Dhanani (x6); Teams call with J. Latham, A. Dhanani, B. Tannenbaum and E. Axell; receipt and review of correspondence from C. Besant; receipt and review of correspondence from N. McParland; review list of suppliers and builders.
09/12/23	LJL	2.50	Multiple emails re: hearing; preparing for and attending hearing; follow up discussion with internal team and agreeing on next steps on various fronts; receipt and review of endorsement; emails re: other projects and approach; emails re: GG8; reviewing draft APA.
09/12/23	LJL	1.60	Telephone call with N. MacParland re: status and questions; multiple emails re: need for call to discuss outstanding issues and agree on next steps to manage issues; reviewing materials re: Union concerns; reviewing emails from multiple builders re: concerns with projects.
09/13/23	EAX	8.30	Daily call with J.Latham, J.Cosentino, debtor counsel and Ironbridge counsel re: status of proceedings and action plan; reviewing and considering Union holdback issue re: builders' requirements to release AR funds; drafting correspondence re: Union holdback issue to all of QSG's owners/builders; updating simplified Lien chart for monitors report and full master Lien chart; responding to various emails re: lien issues, Union holdback issues; CCAA process.
09/13/23	JCC	1.50	Receipt and review of correspondence from C. Besant (x3); Teams call with C. Besant, N. MacParland, N. Renner, J. Latham and E. Axell, A. Dhanani and B. Tannenbaum; review and revise letters from Monitor to Owners/Builders re: Union retraction; office conference with E. Axell; receipt and review of correspondence from A. Dhanani; receipt and review of Updated Lien Claimant Chart.
09/13/23	LJL	4.80	Emails re: agenda for call with company and IB; reviewing status of various matters and conference call to discuss next steps re: various lien claims, builder issues and LRO; issues re: Halifax location; reviewing and commenting on draft communication to builders owing money to QSG; multiple emails re: same and re: generic email to builders; emails and communications re: various specific properties; reviewing multiple emails re: status of lien claims, builder outstandings, project specific issues and approach to LRO; receipt and review of updated lien chart.

Date	TKID	Hours	Description
09/14/23	EAX	5.90	Telephone conversation with J. Latham and C. Burr re: Lien Regularization Order; telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: current issues with builders, owners, suppliers, and the Union; drafting general correspondence to all stakeholders of QSG re: update on proceedings; drafting correspondence to QSG supplier re: removal of construction liens; reviewing and responding to various emails re: liens and Union letter.
09/14/23	JCC	0.50	Receipt and review of correspondence from C. Besant (x3); receipt and review of correspondence from H. Murray; receipt and review of correspondence from R. Calderwood; email to J. Latham.
09/14/23	LJL	7.00	Multiple emails with counsel and internal team re: various projects and issues with builders or lien claimants; issues re: Halifax warehouse; emails with counsel and discussions re: LRO and status of comments and issues; emails to multiple builders re: installation plans and issues; conference call with counsel and Monitor re: status of various project and next steps; emails re: Union issues; letters to builders re: Union letter on default; reviewing updated lien chart; responses from builders re: need for confirmation from Union of no default; multiple issues re: Geranium, Remington, Cathedra, lien removal; discussion with owner counsel re: LRO comments; follow up on Union issues; emails re: potential settlement of Glenora park; multiple letters to builders and others.
09/15/23	EAX	2.10	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Union holdback issues; status of various supplier issues; drafting correspondence re: small claims filing against QSG; reviewing and responding to various emails re: lien notices; Union holdback issues.
09/15/23	JCC	2.30	Teams call with C. Besant, N. McParland, N. Renner, RSM personnel, J. Latham and E. Axell; receipt and review of correspondence from B. Tannenbaum; receipt and review of correspondence from N. Renner; receipt and review of correspondence from N. McParland; receipt and review of correspondence from R. Calderwood; review revisions to draft Lien Regularization Order; receipt and review of correspondence from C. Besant (x3); telephone conferences with J. Latham; receipt and review of various lien notices re: Metropolitan Floors, Ceratec and Torlys; review correspondence re: DPI Construction.
09/15/23	LJL	7.40	Emails re: updates on various projects; letters to builders and small claims plaintiff; commenting on draft letters; reviewing Union issues; call with counsel for QSG, IB and Monitor to discuss updates and next steps; reviewing and responding to multiple emails across multiple projects; call with labour counsel re: approach to unions; reviewing materials from Union; call with N. MacParland re: APA and Union issues; receipt and review of materials from R. Calderwood on LRO and discussing with J. Cosentino; considering efficient means of resolving lien claim issues; reviewing Union comments on LRO; letter to counsel for Halifax warehouse counterparty; preparing for and attending call with Union counsel to discuss their requests and issues re: holdback and August 16 letter; responding to Geranium and Cathedral projects; receipt of further lien claims and sharing with E. Axell; email to clients re: approach to next Monitor's Report; emails re: correspondence to builders re: payment.

Total Fees

\$57,518.50

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	29.30	1,185.00	34,720.50
JCC	Cosentino, Joe	8.70	1,040.00	9,048.00
EAX	Axell, Erik	25.00	550.00	13,750.00
Total Fees				\$57,518.50

Disbursements

Description	Amount
Copies	0.50
Total Disbursements	\$0.50

Total Fees On This Invoice	\$57,518.50
ON HST @ 13.0%	\$7,477.40
Taxable Disbursements	\$0.50
Total Disbursements On This Invoice	\$0.50
ON HST @ 13.0%	\$0.07
Total On This Invoice (CAD)	\$64,996.47

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP



E. & O. E.
RJC /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
08/29/23	800595	\$56,696.00	\$0.00	\$7,370.48	\$0.00	\$64,066.48
08/29/23	800597	\$58,547.00	\$0.00	\$8,782.05	\$60,000.00	\$7,329.05
09/12/23	801561	\$114,069.50	\$0.00	\$14,829.04	\$0.00	\$128,898.54
Total Outstanding Invoice (CAD)						\$200,294.07

Remittance information:
CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account Name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
 Transit: 12162 Swift code: TDOMCATTOR
 CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Transit: 12162
 USD account: 7359751 Swift code: TDOMCATTOR
 Intermediary Bank: Bank of America, New York, NY, USA
 ABA: 026009593 Swift code: BOFAUS3NXXX

Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Please enclose remittance copy including invoice #, matter # and amount paid.



Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

GST Registration Number R119422962

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

September 25, 2023

Our File No. XECC 231911
Invoice No. 802191

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
09/17/23	EAX	1.70	Reviewing lien notices and updating lien chart; updating service list; drafting list of current issues in advance of working group meeting.
09/17/23	LJL	1.80	Emails re: response to GG8; multiple emails re: background for Union issues and settlement from May of 2023; multiple emails re: status of comments on LRO; emails re: checklist of urgent matters; reviewing with prejudice email from LiUNA and email to C. Besant to discuss any response.
09/18/23	EAX	6.10	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Union holdback issues, status of various supplier issues, lien regularization order; drafting correspondence re: Local 183 letter re: remittances.
09/18/23	JCC	2.70	Receipt and review of correspondence from a. Dhanani (x 2); Teams call with RSM personnel, C. Besant, N. Renner, J. Latham, N. McParland and E. Axell; preparation of summary notes; receipt and review of correspondence from N. Renner (x3); review draft Affidavit of J. Pacione; Teams call with RSM personnel, N. Renner, C. Besant, J. Latham re: review of Pacione Affidavit and review of Lien Regularization Order issues.
09/18/23	LJL	7.00	Multiple emails re: lien issues and updates to lien claim chart; emails re: various projects and working with builders or contractors; conference call with QSG and IB re: status of various issues; reviewing drafts of materials for September 22 hearing; ongoing emails re: requesting builders to pay despite LiUNA letter; emails re: additional concerns with new contractors or builders; emails re: status of LRO comments and timing; conference call to discuss LRO questions and approach to issues raised by R. Calderwood; emails and discussion re: need for security review of Waygar security; discussing email to LiUNA requesting they send further letter to builders re: payment of remittances; emails with QSG labour counsel to better understand holdback issues under collective agreements; multiple emails re: additional lien claims; reviewing general letter to stakeholders.

Date	TKID	Hours	Description
09/18/23	MUB	0.30	Exchanging e-mail correspondence with R. Kurtzer; exchanging e-mail correspondence with J. Latham re: jurisdictions.
09/19/23	EAX	5.00	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Union holdback issues, status of various supplier issues, lien regularization order; drafting letter re: Local 183 remittance for incorporation into Court Order; updating simplified lien claimant chart for Monitor's Report.
09/19/23	JCC	1.90	Teams call with RSM personnel, C. Besant, N. Renner, J. Latham and E. Axell re: issues related to Lien Regularization Order and issues related to Union; preparation of summary notes.
09/19/23	LJL	8.50	Multiple emails re: security review and searches required; multiple emails re: responses from builders to emails re: payment; multiple emails regarding various ongoing projects; conference call with QSG and IB and internal team re: status of builders issues, status of projects and LRO; revising general letter to stakeholders; emails re: lien claim summary; ongoing emails re: LiUNA issues; receipt of LiUNA motion record and reviewing same; emails and telephone calls with Monitor re: initial reaction to same and concerns with various statements; conference call re: LRO with QSG and IB, considering comments to date; reviewing and commenting on draft APA; emails and discussions with J. Kuresky re: same; multiple emails with Monitor re: reactions to LiUNA materials; issues re: security review.
09/19/23	MUB	4.20	Reviewing e-mail correspondence from E. Axell; meeting with R. Kurtzer re: security review; begin reviewing documents; ordering searches.
09/19/23	RAK	1.30	Telephone conference with M. Buckley to discuss the security review; telephone conference with J. Latham to discuss the opinion and security review; beginning reviewing the security documents.
09/20/23	EAX	4.60	Telephone conversation with J. Latham, J. Cosentino counsel for Ironbridge re: builder issues; telephone conversation with counsel for the lien claimants, J. Latham, J. Cosentino and Monitor re: Lien Regularization Order; research re: liability of shippers under the Bills of Lading Act.
09/20/23	JCC	2.70	Teams call with RSM personnel, C. Besant, N. McParland, N. Renner, J. Latham and E. Axell; receipt and review of correspondence from C. Besant (x4); receipt and review of correspondence from R. Calderwood; receipt and review of correspondence from A. Dhanani; Teams call with various counsel for lien claimants, RSM personnel, J. Latham and E. Axell re: discussion of Lien Regularization Order issues; receipt and review of correspondence from H. Murray; receipt and review of revised draft of Lien Regularization Order re: revisions from Lien Claimants' counsel; review correspondence from J. Latham to C. Besant (x4).
09/20/23	LJL	9.40	Emails re: beginning process of reviewing lien claims; emails with security review team re: same; multiple emails re: status of projects; emails re: potential call on LRO; conference call with counsel for QSG, IB and with Monitor to discuss status of matters; emails and issues re: LiUNA filing affidavit in arbitration and impact of cross referencing the matters, seeking history of arbitration matters; reviewing LRO and materials to prepare for call with lien claimants; conference call with lien claimants on LRO; call with Monitor to debrief; emails to C. Besant and IB re: same to discuss; multiple emails with C. Besant re: outstanding items; receipt and review of draft Second Report; detailed revisions to draft Second Report and sharing with Monitor for review.

Date	TKID	Hours	Description
09/20/23	MUB	6.00	Continue working on security review document summary; retrieving search results and begin summarizing same; exchanging e-mail correspondence with R. Kurtzer re: opinion; circulating searches; updating registration and search section in opinion.
09/20/23	RAK	3.10	Drafting the security review opinion; reviewing the loan documents; corresponding with M. Buckley regarding the security review.
09/21/23	ARO	1.90	Attending meeting to discuss matter; conducting legal research on the Construction Act to note the requirements for a construction lien in Ontario.
09/21/23	EAX	5.00	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Sept 22 hearing materials; research re: liability of shipper re: payment of freight costs under Bill of Ladings Act and common law; drafting email response to J. Latham re: same; serving second Monitor's Report on the service list and filing with the court.
09/21/23	JCC	1.50	Review draft Monitor's Report; receipt and review of correspondence from C. Besant (x2); receipt and review of correspondence from A. Dhanani; Teams call with RSM personnel, N. Renner, N. McParland, C. Besant, J. Latham and E. Axell; receipt and review of additional Lien Notices re: Bon-Franc; office conference with J. Latham, E. Axell, A. Rouhi and J. Rahman re: process to review Lien Notices.
09/21/23	JRA	2.50	Meeting with J. Latham, J. Cosentino, E. Axell and A. Rouhi re: instructions for assignment and overview of file; meeting with A. Rouhi and E. Axell to discuss next steps; meeting with A. Rouhi re: construction lien requirements; drafting document to organize lien claims.
09/21/23	LJL	8.60	Multiple emails and telephone calls with counsel re: status of motion materials from unions and reply materials; follow up discussion with Monitor re: approach to report and issues discussed with other counsel; meetings with internal team re: approach to assessing lien claims filed and manner of requesting information to help make those determinations; multiple emails re: draft security review; receipt and brief review of draft security review; receipt, review of and material revisions to draft second report of Monitor; reviewing draft affidavit and providing high level comments; detailed review of LiUNA materials and September 16 email; further revising draft second report to address same; sharing with A. Dhanani; finalizing, issuing and serving Second Report of Monitor; receipt and review of company's motion materials; multiple emails and discussions re: approach to hearing; multiple emails re: follow up to lien assessment discussion.
09/21/23	MUB	3.10	Continue updating opinion; e-mailing J. Latham re: searches; reviewing and revising summary of review of security documents.
09/21/23	RAK	2.80	Reviewing and revising the overview of the loan documents; reviewing the loan agreement; reviewing and revising the opinion; corresponding with M. Buckley regarding the opinion; corresponding with J. Latham regarding the overview and opinion.
09/22/23	ARO	0.70	Discussing matter with J. Rahman, conducting legal research into requirements for a Construction Lien.
09/22/23	JCC	0.50	Receipt and review of Lien Notices re: Fuzion Flooring; receipt and review of correspondence from H. Murray; telephone conference with J. Latham; receipt and review of Lien Notices re: Torlys; receipt and review of correspondence

Date	TKID	Hours	Description
			from C. Besant.
09/22/23	JRA	4.50	Creating chart re: remaining requirements and documentation for lien claimants; drafting email for lien claimants' counsel; finalizing and sending email to E. Axell and A. Rouhi re: next steps.
09/22/23	LJL	1.80	Follow up conversations with Monitor, C. Besant and N. MacParland; multiple emails re: additional lien claims; multiple emails re: list of items to address; email re: revised draft of APA.
09/22/23	LJL	5.00	Reviewing draft order and factum; emails form counsel; reviewing new affidavit from LiUNA; preparing for and attending hearing re: LiUNA letters and adjourning balance.

Total Fees **\$88,513.50**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	42.10	1,185.00	49,888.50
JCC	Cosentino, Joe	9.30	1,040.00	9,672.00
EAX	Axell, Erik	22.40	550.00	12,320.00
ARO	Rouhi, Arash	2.60	550.00	1,430.00
RAK	Kurtzer, Rachel	7.20	650.00	4,680.00
MUB	Buckley, Maureen	13.60	555.00	7,548.00
JRA	Rahman, Jeffreen	7.00	425.00	2,975.00

Total Fees **\$88,513.50**

Disbursements

Description	Amount
Copies	9.00
Search - PPSA	551.70
Search - EDD	259.05

Total Disbursements **\$819.75**

Invoice No. 802191
Our File No. XECC 231911

Page 5
September 25, 2023

Total Fees On This Invoice	\$88,513.50
ON HST @ 13.0%	\$11,506.75
Taxable Disbursements	\$819.75
Total Disbursements On This Invoice	\$819.75
ON HST @ 13.0%	\$106.57
Total On This Invoice (CAD)	\$100,946.57

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
RJC /



This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
09/18/23	801793	\$57,518.50	\$0.50	\$7,477.47	\$0.00	\$64,996.47
Total Outstanding Invoice (CAD)						\$64,996.47

Remittance information:
CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account Name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
 Transit: 12162 Swift code: TDOMCATTOR
 CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Transit: 12162
 USD account: 7359751 Swift code: TDOMCATTOR
 Intermediary Bank: Bank of America, New York, NY, USA
 ABA: 026009593 Swift code: BOFAUS3NXXX

Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7

Please enclose remittance copy including invoice #, matter # and amount paid.

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

October 4, 2023

Our File No. XECC 231911
Invoice No. 803002

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
09/22/23	MUB	0.30	Updating registration particulars in security review document.
09/24/23	EAX	2.10	Drafting correspondence re: request for information on lien notices for purposes of evaluating validity of claims.
09/24/23	LJL	0.30	Emails re: Distribution Order.
09/25/23	ARO	6.10	Conducting legal research into the requirements of a Construction Lien; meeting with E. Axel and J. Rahman to discuss draft email to creditors; drafting and sending emails to creditors/counsel; recording new lien notices; editing Lien Notice spreadsheet.
09/25/23	EAX	3.40	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Union holdback issues, status of various supplier issues, Lien Regularization Order; drafting letter re: endorsement of Justice Penny; reviewing and revising draft correspondence re: request for information on lien notices for purposes of evaluating validity of claims and providing instructions to articling students re: sending of letter of same.
09/25/23	JCC	1.00	Teams call with A. Dhanani, C. Besant, N. McParland, N. Renner, J. Latham and E. Axell; review and revise notice to be sent to lawyers for Lien Claimants re: information and documentation required; review correspondence sent to lawyers for the Lien Claimants; receipt and review of correspondence from H. Murray.
09/25/23	JRA	3.50	Drafting, finalizing and sending emails to lien claimants' counsel requesting extra information and documents re: lien claims.
09/25/23	LJL	4.40	Emails re: APA and guarantee; multiple emails re: letter to lien claimants seeking information; reviewing and commenting on draft security opinion for Waygar security; conference call with QSG, IB, Monitor and internal team re: status of various projects and issues in the case; receipt and review of endorsement from Justice Penny re: Sept 22 hearing; working with Monitor to

Date	TKID	Hours	Description
			get notices to builders re: endorsement and encouraging payment of amounts due; multiple emails re: new lien claims being filed; emails re: settlement offers with Union; emails re: Waygar views on APA and Distribution Order.
09/26/23	ARO	0.20	Drafting and sending email to creditor/counsel regarding Lien Notices.
09/26/23	EAX	1.00	Telephone conversation with J. Latham, J. Cosentino, counsel for QSG, counsel for Ironbridge re: Union holdback issues, status of various supplier issues, Lien Regularization Order; drafting daily issues list.
09/26/23	JCC	0.70	Receipt and review of correspondence from H. Murry; receipt and review of correspondence from C. Besant (x3); receipt and review of correspondence from A. Dhanani (x2); receipt and review of correspondence from B. Darlington; continue review of LRO comments.
09/26/23	LJL	4.80	Emails to builders re: endorsement and seeking payment; emails with Company re: same; emails and calls seeking perfection opinions in Nova Scotia, Alberta and British Columbia; conference call with QSG, IB, Monitor and internal team re: various builder issues and LRO, as well as Union issues; emails re: sale related orders, Distribution Order and approach; telephone call with S. Graff re: issues affecting distribution motion; multiple emails re: offers with Union and status of response; discussion re: issues of concern in potential Union settlement; emails with lien claimants re: need to discuss LRO; follow up emails re: security opinion; email re: status of various critical issues.
09/26/23	MUB	0.70	Exchanging e-mail correspondence with R. Kurtzer re: security review schedules; exchanging e-mail correspondence with Nova Scotia counsel; circulating searches with Nova Scotia counsel.
09/26/23	RAK	1.40	Reviewing comments on the draft opinion; corresponding with M. Buckley regarding the comments on the opinion; corresponding with NS counsel regarding the draft opinion; revising the draft opinion.
09/27/23	EAX	3.00	Telephone conversation with J. Latham, counsel for QSG, counsel for Ironbridge re: Union holdback issues and September 28 motion materials; reviewing/considering and providing comments on Asset Purchase Agreement, Approval and Vesting order and Assignment Order.
09/27/23	JCC	0.70	Email to J. Latham re: adjudicators of lien claims; email to N. McParland; receipt and review of correspondence from H. Murray (x2); receipt and review of correspondence from C. Besant; receipt and review of correspondence from T. Sabharwal re: Olympia Tile; receipt and review of correspondence from H. Krupat; telephone conference with J. Latham.
09/27/23	LJL	6.40	Emails re: Monitor's Report and what it should cover; multiple emails with C. Fiore re: labour issues related to Union issues and potential settlement; status call with SG, IB, Monitor and internal team to discuss Union issues, APA, distribution motion and LRO issues; emails re: insurance issues; emails and discussions re: draft LRO and concerns of Waygar; emails re: potential lien claim adjudicators; reviewing and finalizing security opinion re: Waygar security, and sharing executed version with Monitor; emails re: perfection opinions in other jurisdictions; emails re: LRO discussion; conference call with N. Renner, A. Lee and C. Besant re: LRO and formulating potential solution for most concerns; discussing issues with process for claims; emails re: Union issues and reviewing input from H. Law re: same; multiple emails re: draft offer to unions; reviewing and commenting on same; receipt of supplementary affidavit

Date	TKID	Hours	Description
			and factum for motion; emails with E. Axell re: comments on draft APA, guarantee, and of AVO and order assigning contracts.
09/27/23	RAK	0.40	Preparing the executed copy of the opinion; corresponding with Lawson Lundell regarding the Alberta and British Columbia opinion; circulating the executed opinion to the client.
09/28/23	EAX	5.10	Telephone conversation with J. Latham, counsel for QSG, counsel for Ironbridge re: Union holdback issues, September 28 motion; drafting Union Settlement; attending to various issues re: September 28 hearing; attending September 28 hearing.
09/28/23	JCC	0.30	Receipt and review of correspondence from S. Sabharwal; receipt and review of correspondence from A. Vohra; receipt and review of correspondence from C. Besant; receipt and review of correspondence from C. Liang; review correspondence from J. Latham to various lien claimants counsel.
09/28/23	JRA	0.50	Updating liens claim chart with new lien claims.
09/28/23	LJL	6.00	Reviewing factum and affidavit; reviewing multiple emails re: proposals to settle Union motions; multiple emails re: security perfection opinions from other provinces; conference call with QSG, IB, Monitor and internal team re: status of builder payments and dealing with issues re: status of LRO and deliberations there and re: status of Union discussions and working through logistics and implications of proposed settlement of motion issues; reviewing and proposing edits to multiple iterations of proposed LiUNA settlement materials; preparing for hearing and attending through multiple stand downs; ongoing negotiations with unions and working through final revised offer to send to LiUNA; discussing issues re: distribution motion with counsel; discussions re: questions on APA and guarantee.
09/28/23	MUB	0.20	Reviewing registration schedule to Nova Scotia opinion and e-mailing R. Kurtzer re: same.
09/28/23	RAK	0.30	Corresponding with BC counsel regarding the opinion; corresponding with M. Buckley regarding the draft opinions.
09/29/23	EAX	2.30	Telephone conversation with J. Latham, counsel for QSG, counsel for Ironbridge re: Union holdback issues and APA; drafting email correspondence to opposing counsel re: small claims motion against QSG; reviewing lien claim chart and drafting email correspondence to QSG re: required information need to review lien claims.
09/29/23	JRA	0.80	Updating liens claim chart with new lien claims; calculating total liens being claimed.
09/29/23	LJL	4.70	Reviewing draft perfection opinions for Alberta, BC and Nova Scotia and emails to finalize same; receipt of same and sharing with Monitor; conference call with QSG, Monitor and IB re: outstanding matters on Union settlement and re: various issues with distribution motion and LRO; multiple emails and calls with Monitor re: pursuit of builders for payment; emails with Union counsel re: same; reviewing emails on H1; emails re: lien claims; emails re: status of LRO.
09/29/23	MUB	0.20	Reviewing British Columbia/Alberta opinion and e-mailing R. Kurtzer re: same.

Total Fees

\$51,271.00

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	26.60	1,185.00	31,521.00
JCC	Cosentino, Joe	2.70	1,040.00	2,808.00
EAX	Axell, Erik	16.90	550.00	9,295.00
RAK	Kurtzer, Rachel	2.10	650.00	1,365.00
ARO	Rouhi, Arash	6.30	550.00	3,465.00
MUB	Buckley, Maureen	1.40	555.00	777.00
JRA	Rahman, Jeffreen	4.80	425.00	2,040.00
Total Fees				\$51,271.00

Disbursements

Description	Amount
Copies	1.00
Agent Fees	2,500.00
Nova Scotia - Agent Fees	1,080.00
Total Disbursements	\$3,581.00

Total Fees On This Invoice	\$51,271.00
ON HST @ 13.0%	\$6,665.23
Taxable Disbursements	\$3,581.00
Total Disbursements On This Invoice	\$3,581.00
ON HST @ 13.0%	\$465.53
Total On This Invoice (CAD)	\$61,982.76

Invoice No. 473 803002
Our File No. XECC 231911

Page 5
October 4, 2023

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP



E. & O. E.
RJC /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Remittance information:

CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account Name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
Transit: 12162 Swift code: TDOMCATTOR
CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Transit: 12162
USD account: 7359751 Swift code: TDOMCATTOR
Intermediary Bank: Bank of America, New York, NY, USA
ABA: 026009593 Swift code: BOFAUS3NXXX

Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Please enclose remittance copy including invoice #, matter # and amount paid.

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

October 10, 2023

Our File No. XECC 231911
Invoice No. 803142

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
09/30/23	LJL	0.30	Emails re: lien claimant information process.
10/01/23	LJL	0.30	Emails re: Waygar concerns with deal.
10/02/23	EAX	1.00	Telephone conversation with J. Latham, counsel for QSG and counsel for Ironbridge re: Union holdback issues and APA; telephone conversation with Monitor re: alternative steps to be taken pending close of transaction.
10/02/23	LJL	4.30	Emails with Union counsel re: status of settlement offer; conference call with QSG, Monitor and IB re status of LRO, union issues and discussions with Waygar; telephone call with Monitor re: approach to report on APA in light of issues raised; multiple emails with Monitor and QSG re: status of various projects and satisfying customer needs; multiple emails re: status of union matters; receipt and review of offer from Union and sharing with Monitor; emails re: lien claims received; emails re: status of Mohawk; emails and call with Monitor re: union matters.
10/03/23	EAX	0.50	Reviewing and responding to various emails re: LRO motion.
10/03/23	JCC	0.60	Receipt and review of correspondence from C. Besant; brief review of revised format of Lien Regularization and Claims Process Order; receipt and review of correspondence from R. Calderwood; receipt and review of correspondence from H. Murray; receipt and review of correspondence from P. Champagne.
10/03/23	LJL	6.00	Telephone call with S. Graff re: approach requested by Waygar and intended approach of QSG to distribution issues; conference call with QSG, Monitor and IB re: status of union issues, of LRO and various builders; discussion re: union issues; discussion re: LRO issues; emails re: status of collections on various projects; email from lien claimants re: status of LRO; reviewing draft of LRO and making comments on same, sharing with QSG and Monitor; email to Justice Penny re: status of matters; sharing of draft LRO with lien claimants and service list; ongoing revisions re: same; emails re: same; revising draft LRO again and

Date	TKID	Hours	Description
			sharing with QSG and Monitor; scheduling call with lien claimants; emails re: LRO and status.
10/04/23	EAX	4.00	Telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge re: Union issues; telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge, Counsel for Lien Claimants re: Lien Regularization Order; responding to various emails re: Lien Regularization Order; Updating Lien Notice Claimant Chart.
10/04/23	JCC	1.40	Receipt and review of correspondence from C. Besant (x3); brief review of revised Lien Regularization and Claims Process Order; Teams call with H. Murray, A. Vohra, P. Champagne, C. Besant, N. Renner, J. Latham and E. Axell re: discuss Lien Regularization and Claims Process Order.
10/04/23	JRA	0.50	Updating liens claim chart with new lien claims; calculating new total of liens being claimed.
10/04/23	LJL	5.20	Update call with QSG, Montor and IB re: outstanding issues, notably need to respond to Union offer and need to have LRO call with lien claimants; reviewing further revised draft LRO circulated to lien claimants; receipt of additional materials served by unions; reviewing QSG affidavit re: their offer to unions; preparing for and attending conference call with lien claimants to deal with comments on draft LRO; emails and calls with J. Cosentino and A. Lee re: lien issues; receipt and brief review of draft distribution order from S. Graff; emails re: same; receipt and review of court materials filed to serve union reply offers; reviewing materials and considering approach to motion; conference call with C. Besant, H. Lae and C. Fiore of MD and E. Axell re: labour law points raised by union materials; multiple emails re: builder questions on Housing 1; multiple ongoing emails re: union issues and labour questions; discussion with Monitor re: whether to file report and concluding to make oral submissions instead; reviewing materials and preparing for hearing.
10/05/23	LJL	5.50	Preparing submissions for hearing; attending hearing on union issues and making submissions; multiple emails re: points raised during hearing; telephone call with Monitor after hearing; emails re: status of LRO and of "amended" offers; emails re: A&M enquiries; emails from S. Graff re: various points; ongoing discussions with Monitor about various information requests of the company.
10/06/23	EAX	1.80	Telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge re: Lien Regularization Order.
10/06/23	JCC	1.50	Teams call with N. Renner, A. Lee, C. Besant, J. Latham and E. Axell re: Lien Regularization Order forum and issues.; receipt and review of correspondence from A. Lee (x3); receipt and review of correspondence from C. Besant (x2),
10/06/23	LJL	4.00	Multiple emails re: status of Mohawk issues, status of APA discussions and logistics re: service of motion and closing mechanics; emailing Justice Penny with updated Union and company offers; conference call with C. Besant, J. Cosentino, E. Axell, A. Lee and N. Renner re: LRO and revisions needed, plus approach to sending to lien claimants; conference call with QSG, Monitor and UB to discuss issues re: finalizing, executing and serving APA and motion to approve, issues around order re: assignment of contracts, discussing logistics of closing; follow up emails and calls re: status of draft LRO and approach to various issues.

Invoice No. 803142
Our File No. XECC 231911

Page 3
October 10, 2023

Date TKID Hours Description

Total Fees **\$38,203.50**

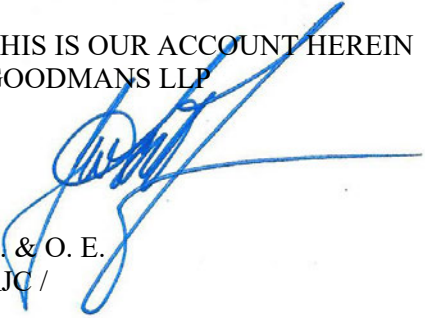
Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	25.60	1,185.00	30,336.00
JCC	Cosentino, Joe	3.50	1,040.00	3,640.00
EAX	Axell, Erik	7.30	550.00	4,015.00
JRA	Rahman, Jeffreen	0.50	425.00	212.50

Total Fees **\$38,203.50**

Total Fees On This Invoice \$38,203.50
ON HST @ 13.0% \$4,966.46
Total On This Invoice (CAD) \$43,169.96

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP



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RJC /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
10/04/23	803002	\$51,271.00	\$3,581.00	\$7,130.76	\$0.00	\$61,982.76
Total Outstanding Invoice (CAD)						\$61,982.76

Remittance information:
CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account Name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
 Transit: 12162 Swift code: TDOMCATTOR
 CAD account: 0552488

USD Electronic Wire Payment:

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Please enclose remittance copy including invoice #, matter # and amount paid.

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

October 16, 2023

Our File No. XECC 231911
Invoice No. 803300

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
10/07/23	LJL	1.30	Multiple emails and telephone calls to assess status of revised LRO and to discuss issues and approach to drafting; telephone call with Monitor re: approach of LRO and claims process.
10/08/23	LJL	0.80	Reviewing multiple versions of LRO, including version circulated to lien claimants, emails with A. Dhanani and E. Axell re: same.
10/09/23	LJL	1.40	Reviewing and commenting on draft AVO and assignment order and emailing comments to Monitor, company, and Ironbridge; emails to enquire as to status of various outstanding matters to prepare for difficult week.
10/09/23	LJL	0.30	Reviewing and commenting on action items list for call October 10; receipt of email from LiUNA re: sale approval order issues.
10/10/23	EAX	1.00	Telephone conversation with J. Latham, J. Cosentino, debtor counsel, counsel for Ironbridge re: Lien Regularization Order.
10/10/23	JCC	0.40	Receipt and review of correspondence from C. Besant (x2); receipt and review of correspondence from G. Borean (x3); receipt and review of correspondence from H. Murray; receipt and review of correspondence from P. Champagne; receipt and review of correspondence from A. Vohra; receipt and review of correspondence from H. Krupat; brief review of revised draft Lien Regularization Order.
10/10/23	LJL	3.80	Reviewing and commenting on issues list for call; conference call with QSG, Monitor and IB to discuss LRO issues and APA timing and issues; multiple emails to schedule call with lien claimants on LRO; issues re: A&M fee; issues re: LiUNA request for confirmation of wages payment in order; reviewing and commenting on draft affidavit for LRO motion.
10/11/23	EAX	5.10	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge, counsel for the Lien Claimants re: status of LRO; reviewing/considering Justice Penny's October 5th Endorsement; drafting form of Holdback Order.

Date	TKID	Hours	Description
10/11/23	LJL	9.00	Preparing for and attending conference call with lien claimants, QSG and IB to discuss LRO issues; follow up conference call with QSG, Monitor and IB re: same; conference call with QSG, IB, Waygar and Monitor to discuss issues around Waygar view of distribution and post-closing issues; follow up discussions with Monitor, QSG and IB over various issues; reviewing draft LRO and considering approach to bridging issues; reviewing draft APA and sharing comments by email; reviewing endorsement from October 5 hearing and instructing E. Axell to draft form of order; emails re: implementing payment of MRAD and dealing with Union issues; call with R. Calderwood re: from of LRO; call with Monitor and counsel for Firstcon re: payment of amounts owing and issues; multiple follow up emails re: same; reviewing and commenting on most recent version of draft LRO affidavit; emails seeking revised version of draft LRO; multiple emails on payment issues for builders; reviewing and revising draft Third Report of Monitor on LRO.
10/12/23	EAX	3.50	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: status of Oct 13 pleadings; drafting form of Holdback Order.
10/12/23	JCC	0.40	Receipt and review of correspondence from H. Murray (x3); receipt and review of correspondence from C. Besant (x3); receipt and brief review of further revised Lien Regularization and Claim Process Order.
10/12/23	LJL	10.20	Multiple emails re: status of revised LRO; emails re: Mohawk questions; emails re: request to release bond; emails re: questions on draft APA and responses; conference call with QSG, Monitor and IB re: LRO, APA and other issues; email from Waygar re: its position on matters re: the sale approval and distribution; multiple emails re: Firstcon issues; revisions to draft sale approval affidavit and sharing by email; multiple emails re: claims process issues; emails confirming receipt of MRAD cheque; multiple emails with lien claimants re: lack of materials and need to adjourn; email to Justice Penny re: status and need for adjournment; emails with IB and QSG re: need to respond to Waygar email; receipt of multiple iterations of draft LRO; detailed review of and revisions to draft LRO; sharing with QSG, Monitor and IB; emails and telephone call with Monitor re: new CRA issue over potential reassessment of HST; multiple emails re: questions on LRO comments and telephone calls to review amendments and issues re: proposed charges; receipt and review of further draft and confirming appropriate to circulate; email to circulate revised draft LRO to lien claimants; emails to service list re: adjournment; multiple additional emails re: builder issues and payment concerns.
10/13/23	EAX	5.30	Attending October 13 hearing re: adjournment of LRO; telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: next steps and LRO materials; revising form of Holdback Order and LiUNA remittance Order; drafting issue list.
10/13/23	JRA	0.40	Updating liens claim chart with new lien claims.
10/13/23	LJL	5.50	Emails re: LRO; attending hearing to discuss manner of moving case forward; conference call with QSG, Monitor and IB to discuss next steps re: LRO, APA, sale approval motion, dealing with Waygar issues; emails re: Firstcon; emails re: stat dec issues raised by builders; emails with E. Axell re: issues list; email to lien claimants re: proposed time for a call on LRO; email to S. Graff responding to Waygar positions on certain matters and advising of HST issue; multiple emails with A. Winton and C. Besant re: A&M positions; Monitor confirmation

Invoice No. 803300
Our File No. XECC 231911

Page 3
October 16, 2023

Date	TKID	Hours	Description
			received union holdbacks and put into separate accounts; emails re: draft orders on union issues.

Total Fees **\$47,472.50**

Summary of Professional Fees

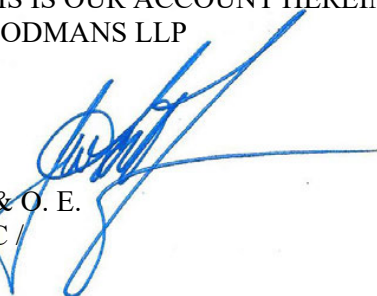
TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	32.30	1,185.00	38,275.50
JCC	Cosentino, Joe	0.80	1,040.00	832.00
EAX	Axell, Erik	14.90	550.00	8,195.00
JRA	Rahman, Jeffreen	0.40	425.00	170.00

Total Fees **\$47,472.50**

Total Fees On This Invoice	\$47,472.50
ON HST @ 13.0%	\$6,171.43
Total On This Invoice (CAD)	\$53,643.93

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STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
10/10/23	803142	\$38,203.50	\$0.00	\$4,966.46	\$0.00	\$43,169.96
Total Outstanding Invoice (CAD)						\$43,169.96

Remittance information:
CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account Name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
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 CAD account: 0552488

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Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
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Please enclose remittance copy including invoice #, matter # and amount paid.

RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

October 23, 2023

Our File No. XECC 231911
Invoice No. 803668

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
10/15/23	LJL	0.40	Emails re: stats of discussion with LRO claimants and of draft LRO motion materials.
10/16/23	EAX	2.00	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: LRO materials; telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge, Counsel for Lien Claimants re: LRO issues and scheduling LRO motion.
10/16/23	LJL	3.80	Reviewing materials re: call re: status of LRO and draft motion materials; conference call re: status of various issues re closing; conference call with lien claimant counsel re: LRO issues; debrief call with QSG and Monitor; call with IB counsel; multiple emails re: payment from Firstcon; multiple emails re: approach to bonded off liens; [REDACTED]
10/17/23	EAX	2.90	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: LRO materials; updating lien claimaint chart.
10/17/23	JCC	0.40	Receipt and review of correspondence from H. Krupat (x2); email to H. Krupat; telephone conference with J. Latham; continue brief review of further revised Lien Regularization Order.
10/17/23	LJL	5.40	Emails with lien claimants and court re: court time for LRO; emails with QSG re: status of draft LRO materials; [REDACTED]; conference call with QSG, Monitor and IB, principally about LRO and related issues; multiple emails re: status of Housing 1 contract; emails with court re: time; [REDACTED] call from Cassels re: QSG claims for lien on other projects; multiple emails and calls with C. Besant re: [REDACTED] reviewing lien chart summaries and holdback summaries by project; reviewing materials on Mohawk inventory.
10/18/23	EAX	2.30	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge

Date	TKID	Hours	Description
			re: LRO status; updating lien claimant chart; telephone conversation with ViFloor law clerk re: vacating ViFloor liens: reviewing/considering and commenting on LRO affidavit.
10/18/23	LJL	2.50	Emails re: Firstcon payment; conference call with QSG, Monitor and IB re: status of [REDACTED]; emails with lien claimant counsel re: status; emails re: research on lien issues; emails re: Housing 1 project.
10/19/23	EAX	3.30	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: LRO status; reviewing/considering and commenting on LRO Affidavit and Notice of Motion; reviewing and updating Lien Claimant chart to include holdback amounts for each project.
10/19/23	JCC	0.30	Telephone conference with J. Latham; receipt and review of correspondence from H. Krupat; receipt and review of correspondence from A. Vohra; receipt and review of correspondence from H. MacKay.
10/19/23	LJL	4.20	Conference call with QSG, Monitor and IB re: LRO approach, status of various projects; response to Waygar email; emails re: claims of QSG from contractors; emails re: status of H1 and other projects; [REDACTED]
10/19/23	LJL	0.80	Emails re: information on receivables, holdbacks and liens by project.
10/20/23	EAX	3.60	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: LRO; [REDACTED]; reviewing and revising draft of LRO.
10/20/23	JCC	0.60	Participate in Teams call with various lien claimants, C. Besant, N. Renner, J. Latham and A. Dhanani.
10/20/23	LJL	5.60	Conference call to prepare for call with lien claimants counsel; conference call with lien claimants counsel; debrief on call and information needs; [REDACTED] [REDACTED] reviewing multiple revisions of the LRO; [REDACTED] multiple calls with A. Dhanani re: approach.

Total Fees **\$36,006.50**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	22.70	1,185.00	26,899.50
JCC	Cosentino, Joe	1.30	1,040.00	1,352.00
EAX	Axell, Erik	14.10	550.00	7,755.00

Invoice No. 803668
Our File No. XECC 231911

Page 3
October 23, 2023

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
Total Fees				\$36,006.50

Total Fees On This Invoice \$36,006.50
ON HST @ 13.0% \$4,680.85
Total On This Invoice (CAD) \$40,687.35

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RSM Canada Limited
700 - 11 King St W
Toronto M4H 4C7
Canada

October 30, 2023

Our File No. XECC 231911
Invoice No. 804006

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
10/21/23	LJL	2.30	Reviewing materials re: lien claimant issues; conference call with Monitor and counsel for IB re: information to share with lien claimants; drafting email to provide responses to lien claimant information requests; comments on draft email.
10/22/23	LJL	1.70	Emails re: comments on draft to lien claimants; revising and issuing email to lien claimant counsel re: information requests; emails re: approach to LRO; email from Waygar counsel; reply.
10/23/23	EAX	0.80	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: [REDACTED]
10/23/23	LJL	3.50	Emails with Waygar re: various positions taken; [REDACTED]; conference call with QSG, Monitor and IB re: status of LRO discussions and need for response from lien claimant group; call with H. Murray re: status of Lien claimant deliberations; reviewing draft LRO; emails re: potential collections on holdbacks and issues with stat decs and responding; [REDACTED]
10/24/23	EAX	0.80	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: [REDACTED]
10/24/23	LJL	2.80	Emails re: lien claimant position and call with A. Dhanani re: same; [REDACTED]; conference call with QSG, Monitor and IB to discuss status of LRO issues and discussions with Waygar; call with H. Murray re: LRO related issues; emails with Waygar re: their having scheduled a case conference without prior canvassing; multiple emails re: confirmed time for case conference and related points; [REDACTED]
10/25/23	EAX	1.40	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge

Date	TKID	Hours	Description
			re: [REDACTED]
10/25/23	LJL	2.00	[REDACTED]; conference call with QSG, Monitor and IB re: status of LRO discussions [REDACTED]; multiple emails and discussions regarding company desire to push for receivables and holdback funds; [REDACTED]
10/26/23	EAX	0.50	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: case conference issues.
10/26/23	LJL	1.70	Emails with Monitor re: information requests from Waygar and responding; conference call with QSG, Monitor and IB re: update on LRO [REDACTED] emails re: concerns with having holdbacks paid to Applicants in circumstances; emails and discussions with Monitor re: financial information and requests of company.
10/27/23	EAX	1.50	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: [REDACTED].
10/27/23	LJL	2.70	Multiple emails re: materials sent to court; conference call with QSG, Monitor and IB to discuss approach at case conference and to discuss funding status and related matters; reviewing materials posted to Caselines; emails from lien claimants; attending case conference; conference call with Monitor after case conference to discuss next steps and consider matters related [REDACTED] emails with endorsement of Justice Penny; emails re: proposed stay extension.

Total Fees **\$22,539.50**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	16.70	1,185.00	19,789.50
EAX	Axell, Erik	5.00	550.00	2,750.00

Total Fees **\$22,539.50**

Disbursements

Description	Amount
Copies	0.50
Computer Searches - Westlaw Carswell	1,091.50

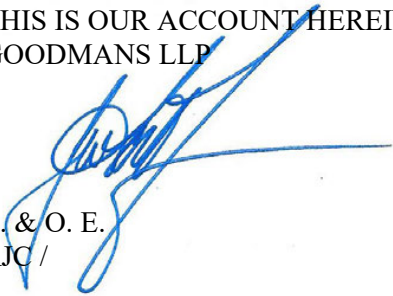
Total Disbursements **\$1,092.00**

Invoice No. 804006
Our File No. XECC 231911

Page 3
October 30, 2023

Total Fees On This Invoice		\$22,539.50
ON HST @ 13.0%		\$2,930.14
Taxable Disbursements	\$1,092.00	
Total Disbursements On This Invoice		\$1,092.00
ON HST @ 13.0%		\$141.96
Total On This Invoice (CAD)		\$26,703.60

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RJC /

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STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
10/23/23	803668	\$36,006.50	\$0.00	\$4,680.85	\$0.00	\$40,687.35
Total Outstanding Invoice (CAD)						\$40,687.35

Remittance information:
CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account Name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
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 CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
 Beneficiary Account name: Goodmans LLP
 Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 Bank ID (for wire payments): 004 Transit: 12162
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Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7

Please enclose remittance copy including invoice #, matter # and amount paid.

November 17, 2023

Our File No.: 231911

Delivered Via Email

RSM Canada Limited
11 King St. W., Suite 700, Box 27
Toronto, Ontario, Canada, M5H 4C7

Attention: Bryan Tannenbaum and Arif Dhanani

Dear Bryan and Arif:

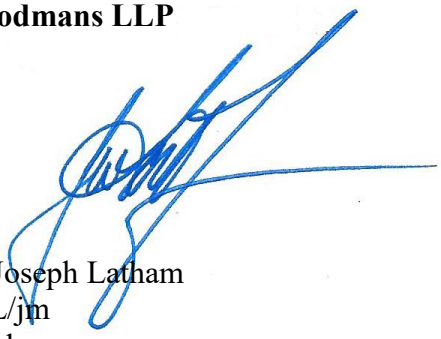
Re: Project Magic

Enclosed please find enclosed our statement of account for services rendered in connection with the above matter for the period ending November 15, 2023.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Yours very truly,

Goodmans LLP



L. Joseph Latham
LJL/jm
Encl.

RSM Canada Limited
 700 - 11 King St W
 Toronto M4H 4C7
 Canada

November 16, 2023

Our File No.	XECC	231911
Invoice No.		804959

Attention: Bryan Tannenbaum

Re: Project Magic

To our professional services rendered in connection with the above noted matter:

Date	TKID	Hours	Description
10/28/23	LJL	0.80	Multiple emails re: information on receivables and funding needs; receipt of draft extension materials from C. Besant.
10/29/23	LJL	1.50	[REDACTED] reviewing and commenting on draft notice of motion, order and affidavit; multiple emails with C. Besant and Monitor re: same.
10/30/23	EAX	1.50	Telephone conversation with J. Latham, debtor counsel, counsel for Ironbridge re: October 31, 2023 hearing; preparing, serving and filing Third Report of the Monitor.
10/30/23	LJL	3.00	Receipt and review of QSG's motion to extend stay and factum; emails re status of draft Monitor's Report; detailed review of and revisions to draft of Monitor's report for extension; emailing revised draft to A. Dhanani and telephone call re same; emails from QSG re: collection of holdbacks and receivables and recommending no response; email from IB re: no extension of DIP loan and awaiting confirmation of status of purchase transaction; discussion with A. Dhanani re approach to revising report to reflect same; revising report to deal with no DIP and deal at an end, recommending brief extension to transition to liquidation process; confirmation from IB no deal; finalizing report and serving then uploading to CaseLines; emails with IB, Waygar, QSG and Monitor re: deal at end.
10/31/23	EAX	3.30	Attending Court re: CCAA Stay Extension/Receivership Application; telephone conversation with J. Latham, client re: outcome of hearing; drafting CCAA Stay Extension Order.
10/31/23	LJL	4.00	Preparing for hearing; receipt of Waygar revised receiver application and very brief review; attending hearing and making submissions; endorsement to extend CCAA, issue bare bones receivership order and work towards transition by November 24; emails and telephone call with H. Murray re lien claimant concerns; conference call with Monitor re hearing and next steps; emails with

Date	TKID	Hours	Description
			Waygar re: draft of receivership order; instructions to E. Axell to draft ARIO extension order and look to paragraphs we could remove; emails with unions re MRAD payment to be made by receiver; receipt and review of endorsement from Justice Penny; receipt and review of draft receivership order and providing comments thereon to QSG and IB to coordinate; reviewing and revising multiple drafts of the ARIO amending order and stay extension; emails with IB and Waygar re: need for schedule for litigation; emails and call with Monitor re: draft orders.
11/01/23	LJL	2.30	Call with S. Graff re: status of draft orders' emails from QSG re: no comments on drafts; sending drafts to Waygar and copying QSG and IB; further emails re: litigation schedule and concerns of various parties; multiple discussions with Monitor re: status of orders and issues re: scheduling; emails with Receiver and counsel re: Halifax issues; receipt and review of comments on receivership order from IB; telephone call with IB re: question of potential challenges to court charges; receipt and brief review of draft orders sent by Waygar to Justice Penny.
11/02/23	EAX	2.80	Research caselaw re: [REDACTED] reviewing and revising draft Receivership Order.
11/02/23	LJL	3.20	Emails to schedule call re: LRO; sharing draft LRO with Receiver and Waygar; emails with Justice Penney re: status of draft orders; discussion with K. Kraft re: endorsement and order; email to Justice Penny for clarification; receipt and review of clarifying endorsement form Justice Penny; revising draft Receivership Order to comply and sharing with Receiver's counsel for comment; conference call with Receiver and Waygar to debrief on history of LRO and discussions, identifying for them issues raised by lien claimants' counsel; emails re: call on November 6 to identify issues and drive towards a schedule; ongoing emails re: draft Receivership Order.
11/03/23	LJL	0.50	Multiple emails re: draft receivership order; multiple emails from parties responding to suggestion of call to help with scheduling.
11/05/23	LJL	0.30	Emails re: status of Receivership Order.
11/06/23	EAX	1.00	Telephone conversation with J. Latham and Counsel to the Receiver re: stakeholder issues.
11/06/23	LJL	2.00	Emails to finalize Receivership Order; final edits thereto; email to Justice Penny with final forms of Receivership Order and ARIO extension order; conference call chaired by receiver's counsel with various stakeholders to discuss logistics and scheduling issues; emailing lien notice chart to service list following call; emails to assist Dentons with service list issues.
11/07/23	LJL	0.60	Emails with Monitor re: approach to 4th report; emails with Receiver re: PPSA searches; emails re: questions as to positions of lien claimants; telephone call with Waygar re: scope of issues to contest.
11/08/23	EAX	1.00	Telephone conversation with J. Latham and client re: transfer and steps required re: CCAA proceedings into receivership.
11/08/23	LJL	1.20	Emails with Justice Penny re: final orders; circulation of orders signed by Justice Penny; conference call with Monitor re: approach to 4th report and re: information requests and statements of position from lien claimants, Waygar and Receiver; emails with Receiver's counsel and QSG re: responses to information requests from lien claimants; emails re: issued and entered orders.

Date	TKID	Hours	Description
11/09/23	EAX	8.60	Drafting Notice of Motion, Monitor Authorization and Discharge Order.
11/09/23	LJL	1.20	Emails re: union holdbacks; emails re: issued receivership order; emails re: positions to be taken on November 24; follow up emails with Receivers counsel re: approach to charges and orders for November 24.
11/10/23	EAX	2.10	Reviewing and revising Draft Notice of Motion; serving Notice of Motion on the service list; call with J. Latham re: reviewing materials served on the service list re: positions taken against the Monitor.
11/10/23	LJL	2.00	Reviewing and revising draft notice of motion of Monitor; sharing with Monitor for comment; finalizing and serving draft notice of motion; emails with counsel re: scheduling; receipt and review of draft notice of motion of Receiver; emails and calls with K. Kraft re: same; emails re: invoices from Mathews Dinsdale; receipt and brief review of motions from Waygar and lien claimant group; discussion with IB counsel re: questions in connection with DIP; discussion with E. Axell to review motion records in detail to determine if anything needs to be addressed.
11/12/23	EAX	2.50	Review/analyze motion records re: priority issues and admin charge challenges; drafting summary email to J. Latham re: same.
11/12/23	LJL	0.20	Emails with E. Axell re: review of motion materials.
11/13/23	EAX	2.50	Consolidating info re: Lien Notice info provided to Monitor; drafting email to Receiver re: same; attending conference call with stakeholders of QSG re: court dates re: priority issues trust claims.
11/13/23	LJL	1.80	Attending call re: scheduling issues related to November 24 hearing; multiple emails re: providing Receiver with emails requesting information to support lien notice claims and any responses provided; emails and calls with K. Kraft re: email from R. Calderwood on Bianca; emails re: questions for Monitor; discussions with E. Axell and A. Dhanani re: seeking approval of fees and reports.
11/14/23	EAX	2.40	Telephone conversation with J. Latham and Counsel to the Receiver re: stakeholder issue; drafting fee affidavits and compiling exhibits re: same.
11/14/23	LJL	1.50	Multiple emails re: preparation for seeking approval of fees and reports; conference call with counsel for IB and with Monitor to discuss questions they have of Monitor; receipt and review of information in response to questions from H. Murray.
11/15/23	EAX	2.60	Call with J. Latham and Monitor re: information request of the Lien Claimants to Monitor; compiling materials and drafting chart re: same.
11/15/23	LJL	4.50	Receipt of formal email with questions from counsel for Ironbridge; receipt and review of draft responses from Monitor; revising same and confirming with Monitor; email to counsel for Ironbridge with responses to questions; reviewing multiple emails from C. Besant to provide information from the Company in response to questions posed by H. Murray on behalf of lien claimants; conference call with A. Dhanani and E. Axell re: same and re information to be provided by Monitor to supplement information from Company; reviewing and commenting on draft response and all of the attachments; issuing email to H. Murray and lien claimants, as well as Receiver, with responses and numerous attachments; sharing that email with counsel for Waygar and Ironbridge in event would be required for materials to be filed on November 17; reviewing draft

Invoice No. 804959
Our File No. XECC 231911

Page 4
November 16, 2023

Date TKID Hours Description

materials for approval of fees and reports, considering issues of material to redact from docket entries to avoid disclosure of without prejudice positions; emails from Carpenters' counsel re: holdback reserve amounts.

Total Fees **\$52,926.00**

Summary of Professional Fees

TKID	Timekeeper	Billed Hours	Billed Rate	Billed Amount
LJL	Latham, Joseph	30.60	1,185.00	36,261.00
EAX	Axell, Erik	30.30	550.00	16,665.00

Total Fees **\$52,926.00**

Disbursements

Description	Amount
Meals	18.31

Total Disbursements **\$18.31**

Total Fees On This Invoice	\$52,926.00
ON HST @ 13.0%	\$6,880.38
Taxable Disbursements	\$18.31
Total Disbursements On This Invoice	\$18.31
ON HST @ 13.0%	\$2.38
Total On This Invoice (CAD)	\$59,827.07

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
RJC / 

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

STATEMENT OF ACCOUNTS RECEIVABLE

(Does not include current invoice amount)

Invoice Date	Invoice #	Billed Fees	Billed Costs	Tax	Paid/Credits	Balance Due
10/30/23	804006	\$22,539.50	\$1,092.00	\$3,072.10	\$0.00	\$26,703.60
Total Outstanding Invoice (CAD)						\$26,703.60

Remittance information:

CAD Electronic Wire Payment or EFT (not e-Transfer):

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account Name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Bank ID (for EFT payments): 0004
Transit: 12162 Swift code: TDOMCATTOR
CAD account: 0552488

USD Electronic Wire Payment:

Beneficiary Bank: TD Canada Trust, 394 Bay Street, Toronto, ON M5H 2Y3
Beneficiary Account name: Goodmans LLP
Beneficiary Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
Bank ID (for wire payments): 004 Transit: 12162
USD account: 7359751 Swift code: TDOMCATTOR
Intermediary Bank: Bank of America, New York, NY, USA
ABA: 026009593 Swift code: BOFAUS3NXXX

Email payment details, including invoice #, matter # and amount paid, to: collections@goodmans.ca

Cheques or Bank draft payable to: Goodmans LLP

Send to: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7

Please enclose remittance copy including invoice #, matter # and amount paid.

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF ROBERT J. CHADWICK
SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2023

Erik Apell

Commissioner for Taking Affidavits

RSM Canada Limited
Summary of Goodmans LLP Accounts for the Applicable Period

Date of Account	Billing Period	Fees	Costs	Taxes	Total
August 29, 2023	August 18, 2023 to August 25, 2023	56,696.00	-	7,370.48	64,066.48
September 12, 2023	August 26, 2023 to September 08, 2023	114,069.50	-	14,829.04	128,898.54
September 18, 2023	September 08, 2023 to September 15, 2023	57,518.50	0.50	7,477.47	64,996.47
September 25, 2023	September 17, 2023 to September 22, 2023	88,513.50	819.75	11,613.32	100,946.57
October 4, 2023	September 22, 2023 to September 29, 2023	51,271.00	3,581.00	7,130.76	61,982.76

RSM Canada Limited
Summary of Goodmans LLP Accounts for the Applicable Period

Date of Account	Billing Period	Fees	Costs	Taxes	Total
October 10, 2023	September 30, 2023 to October 06, 2023	38,203.50	-	4,966.46	43,169.96
October 16, 2023	October 07, 2023 to October 13, 2023	47,472.50	-	6,171.43	53,643.93
October 23, 2023	October 15, 2023 to October 20, 2023	36,006.50	-	4,680.85	40,687.35
October 30, 2023	October 21, 2023 to October 27, 2023	22,539.50	1,092.00	3,072.10	26,703.60
November 16, 2023	October 28, 2023 to November 15, 2023	52,926.00	18.31	6,882.76	59,827.07
TOTAL		565,216.50	5,511.56	74,194.67	644,922.73

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF ROBERT J. CHADWICK
SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2023

Erik Apell

Commissioner for Taking Affidavits

RSM Canada Limited
Summary of Activity by Goodmans LLP Professionals

Professional	Year of Call	Average Hourly Rate	Total Hours
Latham, Joseph	1991	\$1,185.00	314.7
Axell, Erik	2022	\$550.00	196.3
Cosentino, Joe	1997	\$1,040.00	55.1
Buckley, Maureen	Law Clerk	\$555.00	15.0
Rahman, Jeffreen	Articling Student	\$425.00	12.7
Kurtzer, Rachel	2020	\$650.00	9.3
Rouhi, Arash	2023	\$550.00	8.9
Conforti, Joe	1987	\$1,150.00	1.5
Armstrong, Chris	2008	\$915.00	0.7
Total Hours			614.2
Average Hourly Rate (\$ Billed / Hours Billed)			920.25

Schedule “A” – Other Applicants

A.1 QSG Opcos (in addition to QRCL)

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

**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 QUALITY
RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN SCHEDULE "A"
HERETO**

Court File No: CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**AFFIDAVIT OF ROBERT J. CHADWICK
(sworn November 17, 2023)**

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Joseph Latham LSO#: 32326A
jlatham@goodmans.ca

Robert J. Chadwick LSO#: 35165K
rchadwick@goodmans.ca

Erik Axell LSO#: 853450
eaxell@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for the Monitor, RSM Canada Limited