

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent

**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***

MOTION RECORD

(re approval of sale transaction and other relief)
(returnable May 23, 2018)

May 15, 2018

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TAB 1

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

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
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NOTICE OF MOTION

(re approval of sale transaction and other relief)
(returnable May 23, 2018)

RSM CANADA LIMITED (“RSM”), in its capacity as Court-appointed receiver (the “**Receiver**”) of the property, assets and undertakings of the Respondent (the “**Property**”), will make a motion to a Judge of the Commercial List on Wednesday May 23, 2018 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order approving the sale transaction (the “**Sale Transaction**”) contemplated by the asset purchase agreement between the Receiver and Aquicorp Inc., in trust (the

“**Purchaser**”), dated May 1, 2018 (the “**APA**”), and vesting in the Purchaser the Respondent’s right, title and interest in and to the “**Purchased Assets**” described in the APA (the “**Purchased Assets**”) free and clear of claims and encumbrances (other than permitted encumbrances), upon the delivery of a certificate to the Purchaser by the Receiver;

(b) an order:

- (i) abridging, if necessary, the time for service of this notice of motion and the motion record so that the motion is properly returnable on May 23, 2018;
- (ii) approving the First Report of the Receiver dated May 14, 2018 (the “**First Report**”) and the conduct and activities of the Receiver as described therein;
- (iii) approving the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the fee affidavits appended thereto (the “**Fee Affidavits**”);
- (iv) authorizing the Receiver, following the closing of the Sale Transaction, to make distributions to the Applicant, MarshallZehrGroup Inc. (“**MZG**”), as first mortgagee of the Real Property (as defined below), from the net sale proceeds of the Real Property, up to the maximum amount of MZG’s indebtedness secured by its first mortgage without further Order of this Court, subject to the Receiver maintaining sufficient reserves with respect to any potential priority claims that may exist;

- (v) sealing the Confidential Appendices to the First Report pending further Order of the Court or the closing of the Sale Transaction; and
- (c) such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. RSM was appointed as the Receiver pursuant to the Appointment Order dated December 6, 2017 (the “**Appointment Order**”).
2. The Appointment Order authorized the Receiver to, among other things, market and sell 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, with the approval of the Court.
3. The Property includes, without limitation, the real property municipally known as Landsdown Drive, Guelph, Ontario and legally described as set out in Schedule “A” of the Appointment Order (the “**Real Property**”).
4. As detailed in the First Report, the Receiver carried on an extensive marketing of the Real Property. As a result of the process, the Receiver has entered into the APA with the Purchaser. The Receiver is of the view that the APA should be approved by the Court, as:
 - (a) the Real Property has been adequately exposed to the market based on the steps taken by the Receiver;
 - (b) the APA represents the only offer received for the Real Property; and

(c) the APA represents the best realization for the Real Property for the Debtor's stakeholders.

5. The Receiver has obtained an independent opinion that the mortgage held by MZG is valid and enforceable against the Real Property and is the registered first mortgage against the Real Property.

6. The Receiver is requesting that, following the closing of the Sale Transaction, it be authorized to make distributions to the MZG, from the net sale proceeds of the Real Property, up to the maximum amount of MZG's indebtedness secured by its first mortgage without further Order of this Court, subject to the Receiver maintaining sufficient reserves with respect to any potential priority claims that may exist

7. The Receiver will be requesting that the Court grant an order sealing the Confidential Appendices to the First Report pending further order of the Court or the closing of the Sale Transaction, as the information contained in the documents is commercially sensitive and would negatively impact the Receiver's ability to re-market the Real Property in the event the Sale Transaction does not close.

8. The Receiver will also be requesting that the Court approve its fees and disbursements and that of its legal counsel, as detailed in the First Report and the Fee Affidavits.

9. The First Report.

10. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).

11. The *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario).

12. The inherent and equitable jurisdiction of the Court.
13. Such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The First Report and the appendices annexed thereto, including without limitation the Fee Affidavits; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

May 15, 2018

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Court-appointed Receiver**

TO: THE SERVICE LIST

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(re approval of sale transaction and other relief)
(returnable May 23, 2018))

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Court-appointed Receiver

TAB 2

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent

FIRST REPORT OF THE RECEIVER

MAY 11, 2018

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- B. Affidavit of Murray Snedden sworn November 24, 2017 (w/o exhibits)
- C. Marketing Materials
- D. Agreement of Purchase and Sale dated May 1, 2018 (redacted)
- E. Legal Opinion
- F. Statement of Account
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- H. Affidavit of Bryan A. Tannenbaum
- I. Affidavit of Harvey Chaiton
- J. Affidavit of Michael Rotsztain

INTRODUCTION

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 6, 2017 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dunsire (Landsdown) Inc. (“**Dunsire**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”).
2. The Property includes, without limitation, the real property municipally known as Landsdown Drive, Guelph, Ontario and legally described as set out in Schedule “A” of the Appointment Order (the “**Real Property**”). The Real Property was acquired by the Debtor to develop it as a residential enclave of 27 single-detached bungalows and bungaloffs to be known as White Cedar Estates. The circumstances leading to the appointment of the Receiver are set out in the affidavit of Murray Snedden sworn November 24, 2017 (the “**Snedden Affidavit**”) and filed in support of the receivership application. A copy of the Appointment Order is attached hereto as **Appendix “A”**. A copy of the Snedden Affidavit, without exhibits, is attached hereto as **Appendix “B”**.
3. The Appointment Order authorized the Receiver to, among other things:
 - (a) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) manage, operate and carry on the business of the Debtor, including the powers to enter into agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (c) take all steps necessary to satisfy the conditions of Draft Plan of Vacant Land Condominium (23CDM-1307) for the Real Property and thereafter register the Vacant Land Condominium;
- (d) authorizing the Receiver, out of the monies in its hands, to pay all interest arrears and thereafter make all monthly interest payments as they become due and owing by the Debtor to the Applicant, or as it may direct in writing, in connection with the indebtedness owed by the Debtor under Tranche A of Facility 1 and secured by the First Mortgage (as defined below); and
- (e) to market and sell 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, with the approval of the Court.

4. In addition, paragraph 22 of the Appointment Order empowered the Receiver to borrow an amount not to exceed \$2,000,000 (or such greater amount as the Court may by further Order authorize), which advance(s) will be repaid 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 First Mortgage, the Receiver's Charge (as defined in the Appointment Order), and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the *Bankruptcy and Insolvency Act*.

5. The Appointment Order, together with the related court documents, have been posted on the Receiver's website, which can be found at <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/dunsire-landsdown-inc.html>.

PURPOSE OF FIRST REPORT

6. The purpose of this first report of the Receiver (the "**First Report**") is to:
- (a) provide to the Court with details of the Receiver's activities since its appointment;
 - (b) provide the Court with a summary of the Receiver's marketing process leading to the receipt of offers for the Real Property (the "**Marketing Process**");
 - (c) provide the Court with a summary of the Receiver's receipts and disbursements for the period December 6, 2017 to May 8, 2018;
 - (d) provide the Court with information in support of its request that the Court grant:
 - (i) an order authorizing and directing the Receiver to enter into and carry out the terms of the agreement of purchase and sale between the Receiver and Aquicorp Inc., in trust (the "**Purchaser**"), dated May 1, 2018 together with amendments thereto (the "**APS**"), approving the sale of the Real Property to the Purchaser pursuant to the APS, and vesting title to the Real Property in the Purchaser, or as it may further direct in writing, free and clear of all claims and encumbrances, other than permitted encumbrances, upon the closing of the purchase and sale transaction contemplated in the APS (the "**Sale Transaction**");

(ii) an order:

- (1) sealing the Confidential Appendices to the First Report pending further Order of the Court or the closing of the Sale Transaction;
- (2) approving the First Report and the conduct and activities of the Receiver as described herein;
- (3) approving the fees and disbursements of the Receiver to April 15, 2018; the Receiver's counsel, Chaitons LLP ("**Chaitons**"), to April 30, 2018; and the Receiver's independent legal counsel, Goldman, Sloan, Nash & Haber LLP ("**GSNH**") to March 31, 2018; and
- (4) authorizing the Receiver, following the closing of the Sale Transaction, to make distributions to the Applicant, MarshallZehrGroup Inc. ("**MZG**"), as first mortgagee of the Real Property, from the net sale proceeds of the Real Property, up to the maximum amount of MZG's indebtedness secured by the First Mortgage (as defined below) without further Order of this Court, subject to the Receiver maintaining sufficient reserves with respect to any potential priority claims that may exist.

TERMS OF REFERENCE

7. In preparing this First Report and making the comments herein, the Receiver has relied upon unaudited financial information, the books and records of the Debtor, discussions with management and employees of the Debtor and information received from third-party

sources (collectively, the “**Information**”). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by the Debtor, or other parties, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver 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 CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

RECEIVER’S ACTIVITIES

8. As detailed herein, the Receiver’s primary focus has been to obtain site plan approval and the registration of the Plan of Subdivision for the Real Property, and to market the Real Property for sale. A summary of the Receiver’s significant activities is set out below:
 - (a) consulting with the City of Guelph (the “**City**”) to ascertain property tax arrears and arranging for payment of same;
 - (b) finalizing and entering into a settlement agreement with Wellington Vacant Land Condominium Corporation No. 169 (“**WCC169**”) in respect of the cost-sharing agreement entered into by the Debtor in connection with the common elements of WCC169, including a sewage pumping station, sanitary sewer stub, sewage force main, standby generator and a stub road known as Lane located on the lands described as WCC169, which are part of the services required to be installed pursuant to the site plan agreement with the City, and making payment on the

outstanding amount payable to WCC169 in the sum of \$146,345.66 (inclusive of HST);

- (c) retaining and meeting with Strik Baldinelli Moniz (“**SBM**”), structural and civil engineers, and Mr. Darren Morita, P.Eng., land development manager, Dunsire Developments, to assist the Receiver and to prepare for various meetings/correspondence with Kieswetter Excavating Inc. (“**Kieswetter**”)¹, Guelph Hydro, and the City, to move the project forward, including coordinating receipt of reports from all sub-contractors in order to complete and formalize the submissions to satisfy the conditions of the Draft Plan Approval;
- (d) initial meetings with SBM, Kieswetter, and MZG to determine the exact status of the Kieswetter contract as at date of the Receiver’s appointment and to get Kieswetter and other subcontractors back to the site as quickly as possible;
- (e) negotiating placements of cash security with the City (\$43,750) and Guelph Hydro (\$187,509) in lieu of the letters of credit that had been provided to them by the Debtor. This necessitated obtaining releases from the parties who had guaranteed the initial letters of credit.;
- (f) arranging for an appraisal of the Real Property;
- (g) doing all things necessary to market the Real Property for sale;

¹ Kieswetter was retained by the Debtor to complete the site servicing for the Property.

- (h) receipt and review of letters of intent (“LOIs”) and offers to purchase the Real Property;
- (i) discussions with interested parties comparing the LOIs and offers;
- (j) negotiating the APS for the sale of the Real Property to the Purchaser;
- (k) communicating and meeting with various engineering professionals and contractors to commence work toward clearing the various conditions required for Draft Plan approval;
- (l) liaising with surveyors and obtaining quotes for completion of topographical work;
- (m) corresponding with the City regarding an extension to the lapse date for submission of Draft Plan for approval;
- (n) obtaining a legal opinion on the validity and enforceability of security held by various mortgagees against the Real Property and having discussions with GSNH regarding same; and
- (o) drafting this First Report.

9. As at the date of this First Report, there are many conditions that still have to be cleared in respect of the Draft Plan and consequently, the Draft Plan has not yet been approved or registered by the City.

MARKETING PROCESS AND OFFERS RECEIVED

10. In January 2018, the Receiver commenced its marketing efforts for the Real Property by establishing a data room with information regarding the Real Property and advertising the sale of the Real Property in the National Post on January 25, 2018 and February 1, 2018 (collectively, the “**Newspaper Advertisements**”).
11. The Receiver sent out a brochure marketing the Real Property for sale (the “**Marketing Brochure**”) to 465 parties that were either referred to the Receiver by third parties or part of the Receiver’s network of contacts. Copies of the Newspaper Advertisements and the Marketing Brochure are collectively attached hereto as **Appendix “C”**.
12. The Receiver prepared confidentiality agreements (“**CA**”), a confidential information memorandum (the “**CIM**”), and a form of agreement of purchase and sale to be sent to parties that executed a CA. 38 CAs were executed by interested parties and returned to the Receiver. The Receiver sent to each of these parties a copy of the CIM and provided each party with access to a password protected data room. The data room contained, among other things, copies of the CIM, the Draft Plan conditions, engineering and environmental reports, additions of Draft Plan approval, and information on planning and property taxes.
13. The Receiver set February 28, 2018 as the date for submission of offers (the “**Bid Deadline Date**”). Prior to the Bid Deadline Date, the Receiver contacted all of the parties that had accessed the data room to ascertain whether there was any additional information that they required in order to make a decision and whether they would be making offers on the Real Property.

14. In connection with its marketing efforts, the Receiver has obtained an appraisal on the Real Property from Antec Appraisal Group (the “**Appraisal**”). The Receiver will be filing the Appraisal with the Court as **Confidential Appendix 1**.
15. Two parties provided offers to the Receiver by the Bid Deadline Date. However, the purchase price in both offers was unacceptable to the Receiver, and the Receiver asked each offeror to improve their submission. One offeror (“**Offeror 1**”) decided not to resubmit an offer, while the second offeror (“**Offeror 2**”) resubmitted a revised letter of intent (“**LOI**”), as opposed to using the Receiver’s template agreement of purchase and sale. A summary of Offeror 1’s submission will be filed with the Court as **Confidential Appendix 2**.
16. Offeror 2 submitted an LOI dated March 7, 2018. A copy of Offeror 2’s LOI will be filed with the Court as **Confidential Appendix 3**.
17. The Receiver entered into negotiations with Offeror 2 and its solicitors to have them prepare an offer in the form of the template agreement of purchase and sale prepared by the Receiver. To date, the Receiver has not received an agreement of purchase and sale from Offeror 2.
18. Prior to the Bid Deadline Date, Mr. Shawn Keeper, president of the Debtor, indicated that he was trying to refinance the project and would be making an offer to the Receiver. While he was unable to make an offer prior to the Bid Deadline Date, the Receiver received an agreement of purchase and sale dated April 1, 2018 from the Purchaser, a company that the Receiver understands is owned by Mr. Keeper.

COMPARISON OF THE OFFER AND LOI

19. The Receiver reviewed the LOI received from Offeror 2 and the offer received from the Purchaser. For the reasons set out below, the Receiver accepted the offer received from the Purchaser and, following negotiations with respect to the terms of the agreement of purchase and sale, on May 4, 2018, the Receiver entered into the APS with the Purchaser. A copy of the APS, with the financial terms redacted, is attached hereto as **Appendix "D"**. An unredacted copy of the APS will be filed with the Court as **Confidential Appendix 4**.
20. The LOI from Offeror 2 had a purchase price that was materially greater (approximately 30%) than the purchase price under the APS. However, the Receiver decided to accept the offer from the Purchaser rather than the LOI from Offeror 2 for the following reasons:
- (a) **Only Offer** – the APS is the only offer to purchase the Real Property, as Offeror 2 only submitted an LOI;
 - (b) **Due Diligence** - the APS is not conditional on due diligence, and the Purchaser is a corporation owned by Mr. Keeper, the principal of the Debtor. The LOI from Offeror 2 was conditional on a 45-day due diligence period following receipt of all required documents to review the material and investigate the Real Property. Offeror 2 had the right to terminate the transaction during the due diligence period;
 - (c) **Deposit** – the deposit to be received from the Offeror was an immaterial amount given the amount of the proposed purchase price, and the deposit would be returned to Offeror 2 if it terminated the transaction during the due diligence period. The Purchaser has provided a deposit in the amount of 5% of the purchase price;

- (d) **Financing** – the APS is not conditional on financing, and the Purchaser has provided evidence to the Receiver that it has arranged the necessary financing to complete its purchase of the Real Property;
- (e) **Site Servicing** – the Purchaser is acquiring the Real Property on an “as is, where is” basis, and no further work is required to be completed by the Receiver. The LOI from Offeror 2 was conditional on the Receiver completing all site servicing, grading and off site works for the Real Property, which would have required the Receiver incurring a significant amount of costs, estimated, based on the Appraisal, to be between \$1.2 million and \$1.6 million, which accounts for a large part of the difference in the purchase prices; and
- (f) **Assumption of Liabilities** – the Purchaser has agreed to (i) assume the contract between the Debtor and Kieswetter to complete the servicing of the Real Property; (ii) assume 14 of the 26 agreements of purchase and sale that were entered into by the Debtor with respect to dwellings to be constructed on the Real Property; and (iii) be liable to refund the deposits to the purchasers whose agreements of purchase and sale will not be assumed by the Purchaser and will be terminated, and will pay a bonus payment to each of these purchasers in an amount equal to 25% of their respective deposits, by December 31, 2018.

21. As detailed below, MZG is the first mortgagee of, and has the primary economic interest in, the Real Property. MZG has informed the Receiver that it supports the Receiver entering into the APS with the Purchaser.

22. The Receiver is of the view that the APS should be approved by the Court, as:

- (a) the Real Property has been adequately exposed to the market based on the steps taken by the Receiver, as described herein;
- (b) the APS represents the only offer received for the Real Property; and
- (c) the APS represents the best realization for the Real Property for the Debtor's stakeholders, which includes MZG, Kiewswetter, and the purchasers of units.

MORTGAGEES

23. A title search for the Real Property dated November 27, 2017 discloses the following mortgages registered against the Real Property:

- (a) Instrument No. WC472869 registered June 27, 2017 is a Charge/Mortgage in favour of MZG securing the principal amount of \$16,000,000 (the "**First Mortgage**"). The First Mortgage is expressed to be collateral security for obligations referred to in a mortgage commitment dated May 9, 2016, as amended from time to time; and
- (b) Instrument No. WC394834 registered on January 17, 2014 is a Charge/Mortgage in favour of Sorrenti Law Professional Corporation as bare trustee, securing the principal amount of \$1,731,000 and bearing interest at the rate of 8% per annum (the "**Second Mortgage**"). The Second Mortgage has a maturity date of August 14, 2016.²

² The Receiver understands that the Second Charge was granted in connection with a syndicated mortgage loan, and as a result the charge has been transferred a number of times.

24. A Postponement of Interest was registered on June 28, 2016 as Instrument Number WC472884 in which the Second Mortgage was postponed in favour of the First Mortgage. There are no other charges/mortgages registered on title to the Real Property.
25. The Receiver has received a legal opinion (the “**Legal Opinion**”) from GSNH that, subject to the assumptions and qualifications contained in the Legal Opinion, the First Mortgage and the Second Mortgage are valid and enforceable against the Real Property and also a trustee in bankruptcy, and that the First Mortgage has priority over the Second Mortgage. A copy of the Legal Opinion is attached hereto as **Appendix “E”**.
26. The Second Mortgage is held by the mortgagee in trust for Fortress Real Developments Inc. (“**Fortress**”). The Receiver understands that representatives of MZG and Chaitons have been in contact with Fortress representatives to advise them of the status of offers, and that Fortress might not recover any monies towards their indebtedness based on the offers received. Notwithstanding that both Chaitons and MZG were advised that an offer for the Real Property would be forthcoming from Fortress, no such offer has been received to date.
27. The Receiver requested updated statements of account from MZG with respect to the First Mortgage, a copy of which is attached hereto as **Appendix “F”**.

RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. Attached as **Appendix “G”** is the Receiver’s Interim Statement of Receipts and Disbursements (“**R&D**”) for the period December 6, 2017 to May 8, 2018. During this period, receipts, including \$1,596,972.90 advanced to the Receiver by MZG, were \$1,829,308.87 and disbursements were \$1,782,689.67, resulting in a net cash balance of

\$46,619.20. The Receiver is also in possession of a \$361,500.00 deposit from the Purchaser, which is being held in trust in a separate trust account.

PROFESSIONAL FEES

29. The Receiver's accounts total \$91,976.00 in fees and \$206.09 in disbursements, plus HST of \$11,983.68, for a total amount of \$104,165.77 from December 6, 2017 to April 15, 2018 (the "**Receiver's Accounts**"). A copy of the Receiver's Accounts, together with a summary of the accounts, the total billable hours charged per account and the average hourly rate charged per account, is set out in the Affidavit of Bryan A. Tannenbaum that is attached hereto as **Appendix "H"**.
30. The accounts of the Receiver's counsel, Chaitons, total \$22,496.54 in fees and disbursements and \$2,884.92 in HST for a total of \$25,381.46 (the "**Chaitons Accounts**") for the period ended April 30, 2018. A copy of the Chaitons Accounts, together with a summary of the personnel, hours and hourly rates described in the Chaitons Accounts, is set out in the Affidavit of Harvey Chaiton that is attached hereto as **Appendix "I"**.
31. The accounts of the Receiver's counsel for the independent legal opinion, GSNH LLP total \$5,803.41 in fees and disbursements, plus HST of \$754.44, for a total amount of \$6,557.85. A copy of the account, together with a summary of the personnel, hours and hourly rates described in the account, is set out in the Affidavit of Michael Rotsztain that is attached hereto as **Appendix "J"**.

SEALING

32. The Receiver will be requesting that the Court grant an order sealing the confidential appendices referred to above pending further order of the Court or the closing of the Sale Transaction, as the information contained in the documents is commercially sensitive and would negatively impact the Receiver’s ability to re-market the Real Property in the event the Sale Transaction does not close.

REQUESTS OF THE COURT

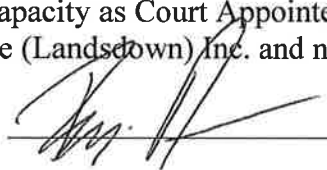
33. The Receiver respectfully requests that the Court grant the orders described in paragraph 6(d) hereof.

All of which is respectfully submitted to this Court as of this TH / / day of May, 2018.

RSM CANADA LIMITED

in its capacity as Court Appointed Receiver of
Dunsire (Landsdown) Inc. and not in its personal capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
President

APPENDIX “A”

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

THE HONOURABLE *MR.*
JUSTICE *MCEWEN*

)
)
)

WEDNESDAY, THE 6TH
DAY OF DECEMBER, 2017

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent



**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 RSM Canada Limited ("**RSM**") as receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Dunsire (Landsdown) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Murray Snedden sworn November 24, 2017 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other counsel listed on the Counsel Slip, no one appearing for the other parties listed on the service list although duly served as appears from the affidavit of service of Antoinette De Pinto sworn November 27, 2017, and on reading the consent of RSM to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this 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, RSM is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”), which includes, without limitation, the real property municipally known as Landsdown Drive, Guelph, Ontario and legally described as set out in **Schedule “A”** hereto (the “**Real 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 Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to take all steps necessary to satisfy the conditions of Draft Plan of Vacant Land Condominium (23CDM-1307) for the Real Property and thereafter register the Vacant Land Condominium;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) 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;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court, and in such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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 Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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 no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not

complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTEREST PAYMENTS

18. **THIS COURT ORDERS** that, subject to further Order of this Court, the Receiver is authorized and directed to, out of the monies in its hands, pay all interest arrears and thereafter make all monthly interest payments as they become due and owing by the Debtor to the Applicant, or as it may direct in writing, in connection with the indebtedness owed by the Debtor under Tranche A of Facility 1 and secured by the charge/mortgage registered on title to the Real Property on June 27, 2016 as Instrument No. WC472869 (the "**MZ Charge**").

RECEIVER'S ACCOUNTS

19. **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 subordinate in priority to the MZ Charge to the extent of the Tranche A indebtedness (inclusive of principal, interest, fees and other charges), and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **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.

21. **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

22. **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 \$2,000,000 (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 MZ Charge, the Receiver's Charge, the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **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.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **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.

RETENTION OF LAWYERS

26. **THIS COURT ORDERS** that the Receiver may retain lawyers to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order. Such lawyers may include Chaitons LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent lawyers in respect of any legal advice or services where a conflict exists, or may exist.

SERVICE AND NOTICE

27. **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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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 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 with the following URL: <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/dunsire-landsdown-inc>.

28. **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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or 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.

29. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably

reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

30. **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.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

32. **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.

33. **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.

34. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

35. **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.

A handwritten signature in black ink, appearing to be 'McE...', written over a horizontal line.

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

DEC 06 2017

PER / PAR:

NB

SCHEDULE "A"

PT LT 13 PL 488 PT 3, 61R20544; LT 10 PL 488 PT 4, 61R20544; PT LT 6 PL 488 PT 1 ON 61R20544; PT LT 9 PL 488 PT 2, 61R20544; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS CONDO PL NO. 169 AS IN WC458323; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 61R20870 AS IN WC492853; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 61R20870 AS IN WC498736; SUBJECT TO AN EASEMENT AS IN WC500683; CITY OF GUELPH

City of Guelph, County of Wellington

PIN 71505-0993 (LT)

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties Dunsire (Landsdown) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6th day of December, 2017 (the "**Order**") made in an application having Court file number CV-17-587118-00CL, 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__.

RSM CANADA LIMITED, solely in its capacity
as Receiver of Dunsire (Landsdown) Inc., and
not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHR GROUP INC.
Applicant

-and-

DUNSIRE (LANDSDOWN) INC.
Respondent

Court File No. CV-17-587118-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

CHAITONS LLP
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Toronto, Ontario M2N 7E9

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Lawyers for the Applicant

APPENDIX “B”

Court File No.

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent

**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**

**AFFIDAVIT OF MURRAY SNEDDEN
(sworn November 24, 2017)**

I, **MURRAY SNEDDEN**, of the Town of Aurora, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am the Chief Financial Officer of the Applicant, MarshallZehr Group Inc. ("MarshallZehr"). As a result, the facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits and from information and advice provided to me from others. When matters deposed to herein are based upon information and advice, I have identified the sources of the information and advice and I verily believe same to be true.

2. This affidavit is sworn in support of the application by MarshallZehr for the appointment of Collins Barrow Toronto Limited (“CBTL”) as receiver (“Receiver”) of the property, assets and undertakings of the Respondent, Dunsire (Landsdown) Inc. (the “Debtor”).

THE PARTIES

3. The Debtor is a corporation governed by the *Business Corporations Act* (Ontario) and has its registered office located in Burlington, Ontario. Attached hereto and marked as Exhibit “A” is a copy of the Corporate Profile Report for the Debtor obtained on November 20, 2017.

4. The Debtor was incorporated on July 9, 2013 for the purpose of acquiring approximately 4.6 acres of land located on Landsdown Drive in Guelph, Ontario (the “Property”). The Property is less than 5.0 km southeast of the University of Guelph campus and downtown Guelph. A copy of the parcel register for the Property is attached hereto and marked as Exhibit “B”.

5. The Debtor acquired the Property to develop it as a residential enclave of 27 single-detached bungalows and bungaloffs on the Property, to be known as White Cedar Estates (the “Development”). The Development was to have 26 single-detached homes within a condominium fronting on a private road to be constructed, and one freehold single-detached home fronting on Landsdown Drive.

6. The Debtor is a subsidiary of Dunsire Inc. (“Dunsire”), a residential home developer with development projects throughout Southwestern Ontario.

7. Fortress Real Developments Inc. (“Fortress”), a real estate development company, is also involved with the Development as a partner with Dunsire. MarshallZehr was informed by Shawn Keeper, President of the Debtor, that he, along with Vince Petrozza, Chief Operating Officer of

Fortress, and Jawad Rathore, President and Chief Executive Officer of Fortress, have provided guarantees in connection with the Debtor's registration with Tarion Warranty Corporation ("Tarion").

8. MarshallZehr provides financing to real estate developers, and is a mortgage brokerage and administrator that services syndicated mortgage financing for other lenders.

FINANCING THE DEVELOPMENT

Commitment Letter and Funding of the Loan

9. MarshallZehr initially provided financing to the Debtor in July 2013 to allow the Debtor to acquire the Property. As security for that financing, the Debtor granted a \$2.8 million first charge over the Property to MarshallZehr.

10. In the spring of 2016, the Debtor approached MarshallZehr to arrange financing to, among other things:

- (a) refinance the existing MarshallZehr mortgage;
- (b) provide financing for site servicing and soft costs;
- (c) provide construction financing for the hard construction costs and development charges associated with completing the Development; and
- (d) provide letters of credit to the City of Guelph (the "City").

11. At that time, the Debtor had already pre-sold 92% of the Development, a draft plan of vacant land condominium had been approved by the City (subject to the completion of a number of conditions), and the Debtor was prepared to start servicing the Property.

12. Pursuant to a commitment letter dated May 25, 2016 (the “**Commitment Letter**”), MarshallZehr agreed to provide a loan of \$15,870,278 to the Debtor (the “**Loan**”). A copy of the Commitment Letter, as amended, is attached hereto and marked as **Exhibit “C”**.

13. As set out in the Commitment Letter, the Loan was to be comprised of the following three facilities:

- (a) Facility 1: \$6,847,465, which was to be used to refinance the existing MarshallZehr mortgage and provide financing for site servicing and soft costs. Facility 1 was broken down into two tranches:
 - (i) Tranche A in the amount of \$4,727,574, with interest payable at 6.0% per annum; and
 - (ii) Tranche B in the amount of \$2,119,891, with interest payable at 14.0% per annum;
- (b) Facility 2: \$8,111,243, which was to be used to provide construction financing for the hard construction costs and development charges associated with completing the Development; and
- (c) Facility 3: \$911,570, which was to be used for letters of credit to be issued in favour of the City.

14. Pursuant to the terms of the Commitment Letter, the Loan was payable on demand, with an eighteen (18) month term from the initial advance date.

15. To date, \$4,535,160 has been advanced to the Debtor under Facility 1, which is comprised of \$2,415,289 advanced under Tranche A and \$2,119,891 advanced under Tranche B. No funds have been advanced to the Debtor under Facility 2. Additionally, a letter of credit in the original amount of have \$240,411.81 has been issued in favour of the Guelph Hydro under Facility 3.

16. As set out in the Commitment Letter, it was MarshallZehr's intention to syndicate all or a portion of the Loan with other lenders. MarshallZehr has completed a syndication of Tranche A of Facility 1 with another lender, such that the lender is the sole provider of the Tranche A financing to the Debtor.

Security

17. As security for the advances made to the Debtor under the Commitment Letter, the Debtor granted, among other things, the following loan and security documents in favour of MarshallZehr:

- (a) a Charge/Mortgage in the amount of \$16.0 million registered on title to the Property on June 27, 2016 as Instrument No. WC472869 (the "MZ Charge"), a copy of which is attached hereto and marked as **Exhibit "D"**; and
- (b) a General Assignment of Rents dated June 27, 2016 and registered as Notice of Assignment of Rents-General registered on title to the Property on June 27, 2016 as Instrument No. WC472870, a copy of which is attached hereto and marked as **Exhibit "E"**;
- (c) Security Agreement dated June 15, 2016, a copy of which is attached hereto and marked as **Exhibit "F"**; and

- (d) Assignment of Material Contracts dated June 15, 2016, a copy of which is attached hereto and marked as **Exhibit "G"**.

18. As additional security, MarshallZehr entered into a deficiency agreement dated June 15, 2016 with the Debtor, Dunsire, and Fortress (the "**Deficiency Agreement**"), pursuant to which each of the parties jointly and severally undertook to personally fund any and all shortfall of costs with respect to the Development. A copy of the Deficiency Agreement is attached hereto and marked as **Exhibit "H"**.

19. Pursuant to the terms of the Commitment Letter, the MZ Charge and the Security Agreement, failure to pay principal or interest when due to MarshallZehr is an event of default.

20. The Debtor has also agreed that, upon default, MarshallZehr is entitled to appoint a receiver in writing and/or make an application for the court appointment of a Receiver.

OTHER CREDITORS

21. At the time of the completion of the financing, the Property was subject to a charge/mortgage originally in favour of Sorrenti Law Professional Corporation (now in favour of Sorrenti Law Professional Corporation and Olympia Trust Company) (the "**Sorrenti Charge**").

22. In connection with the financing, MarshallZehr obtained a postponement confirming that the Sorrenti Charge is subordinate to the MZ Charge. The postponement was registered on title to the Property on June 28, 2016 as Instrument No. WC472884, a copy of which is attached hereto and marked as **Exhibit "I"**.

23. As a result of the postponement, the MZ Charge is the first-ranking mortgage registered against title to the Property.

24. Based on discussions with representatives of the Debtor, MarshallZehr understands that the Sorrenti Charge represents a syndicated mortgage with a number of individual investors, and that the syndicated mortgagee is related or connected to Fortress.

25. I am advised by Sam Rappos, a lawyer with Chaitons LLP (“Chaitons”), MarshallZehr’s legal counsel, that MarshallZehr has the only financing statement registered against the Debtor under the *Personal Property Security Act (Ontario)* (“PPSA”). Attached hereto and marked as Exhibit “J” is the PPSA search result for the Debtor current as of November 20, 2017.

STATUS OF THE DEVELOPMENT

26. The Debtor has entered into agreements of purchase and sale (“APS”) with respect to 26 of the 27 units to be constructed in the Development. A copy of redacted APS is attached hereto and marked as Exhibit “K”.

27. As set out in the APS, the purchaser has agreed that the APS, any interest of the purchaser in the APS, and any and all deposits and any purchaser’s lien is subordinated and postponed to any mortgages, and charged registered against title to the Property.

28. MarshallZehr has been informed by Mr. Keeper that the Debtor has collected \$1,040,000 in deposits from the 26 purchasers (\$40,000 per unit), which are guaranteed by Tarion, and a total amount of \$581,524.04 of upgrade deposits from the 26 purchasers, which are not guaranteed by Tarion, totalling \$1,621,524.04. Mr. Keeper confirmed that the Debtor has used these deposits as a source of funds for the Development.

29. In July 2015, City Council approved a proposed Draft Plan of Vacant Land Condominium for the 26 condominium residential single-detached dwellings and the one freehold residential

single-detached dwelling to be constructed on the Property, subject to certain conditions, as listed in Attachment 1 to the minutes from the July 20, 2015 Guelph City Council Meeting, a copy of which is attached hereto and marked as **Exhibit "L"**.

30. At the time the financing was advanced in July 2016, the Debtor had advised MarshallZehr that it expected to have completed all site servicing for the Property within four to five months and was to commence hard construction on the Development in 2017.

31. However, this timeline has not been achieved, as the Debtor experienced a number of delays in clearing the necessary conditions. The Debtor informed MarshallZehr in July 2017 that it had obtained all necessary permits and satisfied all necessary conditions to proceed with earthworks and servicing. Kieswetter Excavating Inc. ("**Kieswetter**") was awarded the tender to complete site preparation, earthworks, and servicing for the Development.

32. Based on information received from Mr. Keeper and from a review of the Property conducted by MarshallZehr's site monitor/cost consultant, MarshallZehr understands that Kieswetter has commenced curb preparation and installation, is expected to begin and complete a waste stabilization pond and related storm sewers in November 2017, and is expected to build out retaining walls in December 2017.

33. On November 13, 2017 Mr. Keeper informed MarshallZehr that: (a) Kieswetter issued an invoice in the amount of \$35,106.94 for clearing and grubbing, tree protection, erosion control, etc. works completed by Kieswetter in August 2017; and (b) Kieswetter issued an invoice in the amount of for \$310,749.69 for earthworks, water/storm/sanitation servicing completed by Kieswetter in September 2017.

34. Mr. Keeper confirmed that neither of the invoices had been paid by the Debtor.
35. Based on the review of the Development completed by its site monitor/consultant, MarshallZehr anticipates that Kieswetter is likely owed between \$635,000 and \$1.0 million with respect to services it has provided to the Development, none of which has been paid by the Debtor.
36. Pursuant to the terms of the Commitment Letter, the Debtor was required to make an interest payment on the MZ Charge for the month of August 2017 by no later than September 1, 2017. The Debtor failed to make the required payment to MarshallZehr.
37. As a result, on September 22, 2017, MarshallZehr sent a letter to the Debtor and Fortress, notifying them that the Debtor was in default under the Commitment Letter as a result of its failure to make the required interest payment. To rectify the default, the August 2017 payment, along with the September 2017 payment, was to be received by no later than October 2, 2017. A copy of the letter is attached hereto and marked as **Exhibit "M"**.
38. The Debtor failed to make the required interest payments for the months of August and September 2017. As a result, on October 4, 2017, MarshallZehr, by its lawyers Chaitons, issued a written demand for payment to the Debtor in the amount of \$4,757,511.86 as at October 16, 2017, and delivered its notice to enforce its security under the BIA. A copy of the demand letter and BIA notice is attached hereto and marked as **Exhibit "N"**.
39. On that same day, Chaitons, on behalf of MarshallZehr, also issued a written demand for payment to Fortress pursuant to the Deficiency Agreement. A copy of the letter is attached hereto and marked as **Exhibit "O"**.

40. Following the expiry of the ten (10) day BIA notice period, on October 17, 2017, Chaitons, on behalf of MarshallZehr, issued a notice of sale under the MZ Charge, a copy of which is attached hereto and marked as **Exhibit "P"**.

41. To date, MarshallZehr has received no payments from the Debtor or Fortress in response for the demands for payment.

JUST AND CONVENIENT TO APPOINT A RECEIVER

42. MarshallZehr has demanded payment of the Loan from the Debtor and has sent a BIA notice and a notice of sale under the MZ Charge, but has received no payment in response these demands and notices. The Debtor not been paying outstanding invoices to Kieswetter for servicing costs and, if they are not paid promptly, a construction lien may be registered against the Property. The Debtor has admitted that it does not have available liquidity to make the required mortgage payments under the MZ Charge.

43. In these circumstances, I believe it is in the best interests of MarshallZehr and the Debtor's creditors generally that a Receiver be appointed to take control over and realize on the Property on an as is basis, or otherwise.

44. Accordingly, it is just and convenient in the circumstances to appoint a Receiver over the Debtor's property, with the power, in its discretion, to complete the necessary steps to satisfy the conditions of Draft Plan of Vacant Land Condominium and thereafter register the Vacant Land Condominium, which would be for the benefit of all of the Debtor's creditors.

45. MarshallZehr proposes that CBTL be appointed as Receiver. CBTL has agreed to accept the appointment, and a copy of its consent is attached hereto as **Exhibit "Q"**.

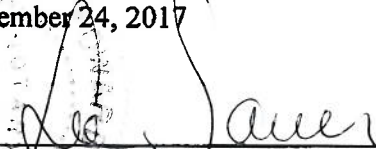
46. MarshallZehr has discussed the proposed appointment of a Receiver with the Tranche A lender. The Tranche A lender has confirmed that it does not oppose the relief being sought by MarshallZehr, provided that the Receiver is authorized by the Court to pay all interest arrears owed to the Tranche A lender and keep interest payments current throughout the receivership proceeding, and that any charge to be granted by the Court be subordinate to the MZ Charge with respect to repayment of the Tranche A indebtedness.

47. In the event that CBTL is appointed as Receiver, MarshallZehr will be requesting that the Court grant a charge over all of the Debtor's property to secure repayment of the Receiver's and its legal counsel's fees and disbursements (the "Receiver's Charge"), which will rank in priority to all other claims and encumbrances against the property other than the MZ Charge with respect to the indebtedness owed to the Tranche A lender.

48. MarshallZehr will also be requesting that the Court authorize the Receiver to borrow up to \$4,000,000, subject to further order of the Court, so that the Receiver will have funds available to, among other things, complete the necessary steps to complete registration of the Vacant Land Condominium, to make the interest payments to the Tranche A lender as described above, to pay Kieswetter for work performed prior to and after the appointment of the Receiver, and to pay professional fees. MarshallZehr has agreed to provide such financing to the Receiver. As security for the borrowings, MarshallZehr will request that the Court grant a charge over all of the Debtor's property, which will rank in priority to all other claims and encumbrances against the property other than the Receiver's Charge and the MZ Charge.

49. This affidavit is sworn in support of MarshallZehr's application for the appointment of a Receiver and for no other or improper purpose.

SWORN BEFORE ME at the City of
Waterloo, in the Province of Ontario on
November 24, 2017



Commissioner for Taking Affidavits
(or as may be)



MURRAY SNEDDEN

MARSHALLZEHR GROUP INC.
Applicant

-and-

DUNSIRE (LANDSDOWN) INC.
Respondent
Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MURRAY SNEDDEN
(sworn November 24, 2017)

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Lawyers for the Applicant

APPENDIX “C”

“I DON'T THINK WE'RE GOING TO BE SEEING ANY SYSTEMIC CHANGES IN TERMS OF HOW SOCIETY FUNCTIONS. THOSE WORKPLACES THAT ALREADY DO NOT TOLERATE PEOPLE BEING IMPAIRED ON THE JOB WILL CONTINUE TO DO SO. —ALEX SHIFF, AN ADVISER AT THE CANNABIS TRADE ALLIANCE

Alberta 'will not waver in this fight'

CATTANEO
Continued from FP1

Notley noted the two provincial economies are closely linked, with billions of dollars of goods crossing the boundary every year and hundreds of thousands of jobs depending on good trading relationships.

Indeed, B.C. natural gas crosses Alberta in pipelines before reaching its customers, rail traffic from the Port of Vancouver crosses Alberta before delivering goods to the rest of Canada, Alberta oil shipped on the existing Trans Mountain system is a major source of crude for B.C., and the two provinces have been in discussion about B.C. selling hydro to help Alberta reduce greenhouse gas emissions.

"Just because the B.C. government, in coalition with the Green Party, doesn't like the decision (by Ottawa to approve Trans Mountain) gives them absolutely no right to ignore the law or ... change the rules at half-time based on a whim," Notley said. "But I believe ... that we owe it to Albertans to do everything within our power to defend our jobs and our economic security and we will not waver in this fight."

There's a lot at stake for Notley, who's facing Alberta voters in just over a year after promising her tough climate change policy would lead to pipeline approvals.

Saskatchewan's incoming premier, Scott Moe, said he supports Alberta and the Trans Mountain project.

"The B.C. NDP are playing politics at the risk of thousands of Canadian jobs, future infrastructure projects as well as investor confidence in our energy industry," he said in a statement. "We will support the government of Alberta in any actions against this political decision."

Federal natural resources minister James Carr said he confirmed the decision to approve Trans Mountain.

George Heyman, B.C.'s minister of environment, said in announcing the bitumen restriction that "the Province of B.C. need to know that there is effective spill management across the province and, in particular, for our most environmentally sensitive areas, including coastlines. But if hazardous pollutants have potential to spill, our government will ensure that spillers must be prepared and able to fully mitigate the environmental damage before they proceed."

The Canadian Energy Pipeline Association said it has been working collaboratively with B.C. on land-based spill preparedness and response since 2012. "Extensive research has already been conducted into the behaviour of diluted bitumen and the nature of the product is well-understood," CEPA said in a statement. "Everything — from its properties, to how it's transported and cleaned up in the case of a spill — has been thoroughly studied and the information is known and available to the government of British Columbia."

The net result of B.C.'s attack is political isolation and economic retaliation with uncertain consequences. It has sabotaged a neighbouring NDP government's re-election chances, and, worse, wrecked any remaining goodwill from Albertans, who take the hostilities personally.

Financial Post



Essential Energy CEO Garnet Amundson has concerns over looming pot legalization.

'Pool' of workers could get thinner

STONED
Continued from FP1

At the moment, there's no way to tell whether a candidate indulged in pot at home over the weekend or smoked a joint in the car on the way to the job interview. And if legal weed boosts casual pot usage, there's a risk that fewer applicants will be clean enough to hire.

It's a little like "somebody said to us, 'If you've had a drink in the last two months, you're considered not fit for duty,'" said Amundson, Essential Energy's chief executive.

The prospect of more failed drug tests is a big concern for an energy industry that is expanding and needs more workers. Companies already are having a hard time hiring enough qualified people to perform jobs that are physically demanding and require long stretches in remote locations. That matters because energy accounts for seven per cent of Canada's economy and produces fuel exports to the U.S. that hit US\$85 billion in 2016.

Prime Minister Justin Trudeau wants recreational marijuana to be legal by the summer, making good on his 2015 campaign pledge. He has argued prohibitions on pot waste law-enforcement resources and that the government could do more to prevent use by children by shutting down the illicit market. Provincial and city officials have said they need more time to develop local regulations and policies.

Legal marijuana would create a new dilemma for employers that long ago adopted drug and alcohol testing for high-risk jobs.

The trucking industry began screening drivers in the mid-1990s to comply with a request by the U.S. The tests spread to the oilpatch as U.S. companies began building more energy projects in places like Alberta.

Most energy companies conduct urine or saliva tests for drugs and alcohol, said Tim Salter, executive director of the Drug and Alcohol Testing Association of Canada. They screen job candidates and sometimes test employees before they can access certain sites, or when someone is suspected of being impaired or was involved in an accident, he said.

Adding marijuana to the mix will boost costs for companies, especially if recreational use becomes more common.

There's also a legal risk. Sunco Energy Inc., the largest Canadian oil producer, tried to implement random drug testing at some job sites, but a judge blocked the move after objections from the union that represents some workers.

Marijuana advocates say the industry's concerns are overblown. More than 43 per cent of Canadians 15 or older have tried pot in their lifetimes and 12 per cent used it in the past year, according to a 2012 government survey. One-third of people 18 to 24 years old had used it in the past year.

Employers will continue to have the right to ensure employees aren't intoxicated on the job, said Alex Shiff, an adviser at the Cannabis Trade Alliance of Canada, which represents licensed growers and retailers.

"I don't think we're going to be seeing any systemic changes in terms of how society functions," Shiff said. "Those workplaces that already do not tolerate people being impaired on the job will continue to do so."

The government is planning more education about marijuana, and regulating its usage will help ensure safer roadways and workplaces, said Bill Blair, the MP and former Toronto police chief who's Trudeau's point man on legalization. Canada isn't considering allowing random drug testing like some U.S. jurisdictions do, he said.

Industry groups are bracing for legalization. The Petroleum Services Association of Canada is developing guidelines for firms seeking to adapt their drug and alcohol policies after the change, CEO Mark Salkeld said. The Canadian Trucking Alliance is advocating mandatory drug and alcohol testing, which might limit legal challenges for companies that want to maintain zero-tolerance policies, said president Stephen Laskowski.

Companies elsewhere have adapted. In Colorado, where legal sales of recreational marijuana began in 2014, the state made sure companies could terminate or refuse to hire workers who fail drug tests for safety-sensitive positions, according to Carrie Jordan, president of the DJ Basin Safety Council, an oil and gas industry group. The council advises companies to be clear about zero-tolerance policies to make sure employees understand the consequences. "The industry is very resilient," Jordan said. "They're going to figure out a way to make it work."

Since legalization, there has been an increase in work site accidents, including slips, falls and slow reactions to emergency situations, she said, without providing data to back up her assertion.

Worker-compensation claims suggest Colorado's pot law has yet to show any impact on safety. Claims in 2015 slipped 0.7 per cent from a year earlier to 34,078, and dropped again in 2016 to 33,827, the data show. The figures are preliminary because claims can be reported up to two years after the injury.

Colorado's shifting employment landscape makes it hard to isolate the effect of legalization, according to David Callinan, a regulatory analyst for the state's Division of Workers' Compensation. The years in question correspond with record low unemployment as well as shifts in the composition of the workforce in more injury-prone sectors, including an increase in construction jobs and a decrease in natural resources, he said.

At Essential Energy, Amundson says he'll continue drug testing of job applicants for now and will only hire those who pass.

"I would always prefer to hire a guy who has a clean drug test and a strong physical body and a great work ethic," he said. "But I suspect now our pool of those individuals could get thinner."



Visit rsmcanada.com/aboutus for more information regarding RSM Canada Limited.

CANNABIS

Tokyo Smoke goes public as companies eye retail

FOOTHOLD SOUGHT

MARK RENDELL

In six months, buying a gram of weed won't be that much more difficult, for adults in some provinces at least, than picking up your morning cappuccino. What company becomes the Starbucks of the industry, however, remains to be seen.

Tokyo Smoke, owned by TS Brandco Holdings Inc., has been trying to manoeuvre into this position since 2015, carefully cultivating a hip, cannabis-centred lifestyle brand in the lead up to recreational legalization. On Monday, it merged with Kelowna, B.C.-based licensed producer, DOJA Cannabis Company Ltd., to create a new company, Hiku Brands Company Ltd., which listed on the Canadian Securities Exchange Wednesday.

"Someone is going to define the modern retail experience for Canadians, if not the world. Starbucks ... essentially built a nomenclature for coffee in North America, and we think there's the opportunity to do the same for cannabis," said Alan Gertner, CEO of Tokyo Smoke.

Unlike many players in Canada's emerging cannabis industry, Tokyo Smoke has largely ignored cannabis production, focusing instead on creating a recognizable brand and a network of retail stores that can be converted into dispensaries next summer in the provinces — B.C., Alberta, Manitoba, Saskatchewan and Newfoundland and Labrador — where private retail is expected to be legal. The company has seven coffee shops, in Toronto, Calgary and Kelowna, and expects to have many more leases signed in the coming months, Gertner said.

"Consumers choose brands and retail, that's how they make buying decisions in other industries, and they'll do the same in cannabis," Gertner said.

This fact, which is quickly being grasped across the industry, means a huge shift in the way companies look at branding, said Matt Webb,

co-founder of Vancouver design agency Webb Creative, which has worked on branding with companies like Doja and Broken Coast Cannabis.

"We're going to be looking at something that's much closer to what we would consider for an alcohol brand. And I say specifically alcohol and not tobacco, because I think there's more of a lifestyle aspect to alcohol branding and marketing," said Webb.

On the retail front, Tokyo Smoke isn't the only company aiming to establish a national brand.

Canopy Growth Corp., the largest legal cannabis company in the country, is moving into the space with stores operating under the name Tweed Main Street. Inner City Holdings Inc., a Calgary-based company backed by cannabis industry financiers Cannabis Wheaton Income Corp., is building a chain of franchise stores using the brand SpiritLeaf. According to CEO Darren Bondar, the company has already signed franchise agreements with 100 entrepreneurs.

"It's no different than coffee shops, juice places or liquor stores," said Bondar. "By being part of a franchise system, it's an opportunity for independent entrepreneurs to be involved in the space, which right now is pretty dominated by some large players."

Right now, Alberta is looking like the most promising private retail market, said Bondar, followed by the other prairie provinces, Newfoundland and Labrador and B.C., which is expected to unveil a public-private retail model this coming month.

Ontario, Quebec and the Maritimes don't look as promising in the short term. But Tokyo Smoke's Gertner is optimistic.

"We're at the beginning of really what is both a social and economic revolution. I think our cannabis consumption habits will change over time, and the venues where we buy cannabis will change over time, and the venues that we consume cannabis in will change over time," he said.

Financial Post

Bennett Jones LLP



John Mercury appointed Vice Chair, Clients and Industries

T: 403.298.4493
E: mercuryj@bennettjones.com

John Mercury has been appointed Vice Chair, Clients and Industries of the firm. As Vice Chair, he will be responsible for leading and coordinating the firm's industry groups and client initiatives. John is the Head of the firm's Private Equity practice and, prior to assuming a management role, was the firm's Lead Director.

In addition to his new responsibilities, John will continue with his legal practice, where he concentrates on M&A, private equity and debt investments, leveraged buyouts and corporate governance matters, primarily on behalf of Canadian and U.S. financial sponsors. John also advises general partners and investors in the formation of private investment funds and other investment vehicles. His clients span industries, including energy, financial services, consumer products and manufacturing.

Bennett Jones is one of Canada's premier business law firms and home to over 380 lawyers and business advisors in nine offices. With deep experience in complex transactions and litigation matters, the firm is well equipped to advise foreign businesses and investors with Canadian ventures, and connect Canadian businesses and investors with opportunities around the world.



Bennett Jones



PRIME RESIDENTIAL DEVELOPMENT OPPORTUNITY

VACANT LANDS ZONED FOR 27
SINGLE, DETACHED RESIDENTIAL
UNITS

4.6 ACRES IN THE CITY OF GUELPH,
COUNTY OF WELLINGTON

JANUARY 22, 2018

THE OPPORTUNITY

RSM Canada Limited, in its capacity as Court-Appointed Receiver (the “**Receiver**”) of Dunsire (Landsdown) Inc. (the “**Debtor**”), and not in its personal capacity, offers for sale the right, title and interest of the Debtor, in the land owned by the Debtor located on Landsdown Drive in the City of Guelph, Province of Ontario (“the **Property**”). The deadline for submission of offers is set for 12:00 noon, EST, on February 28, 2018.

INVESTMENT HIGHLIGHTS

- Prime residential location in Guelph to capture future residential demand
- Zoned for residential, conservation and wetland, subject to fulfillment of the draft plan conditions
- Prior to the Receiver’s appointment, the Debtor entered into agreements of purchase and sale with respect to 26 of the 27 units to be constructed on the Property

Subject Property Overview

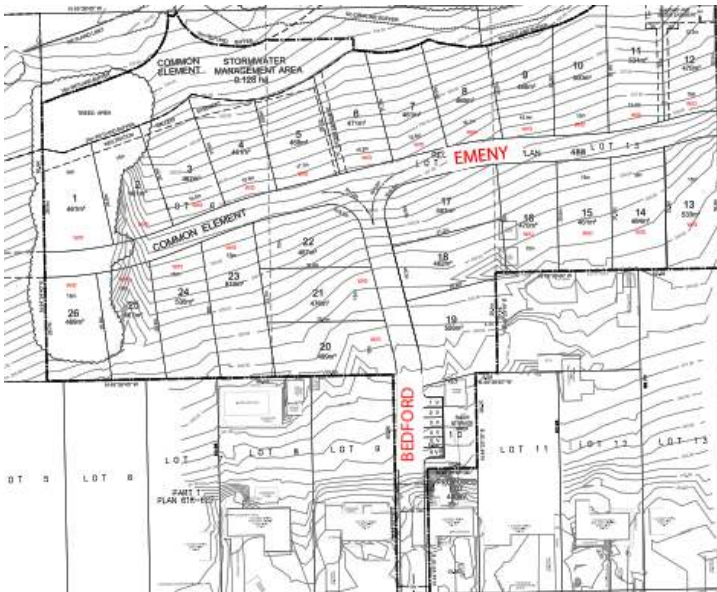
- The subject Property is a low-rise, single family home development tucked into a quiet cul-de-sac in Guelph’s much sought after south end. The site is fully zoned for 27 full-depth 50 foot lots. This unique site sits on the edge of the largest provincially protected wetland in Guelph and overlooks the Victoria Park West golf course, assuring unspoiled rolling views. Residents are also a short drive from downtown Guelph, The University of Guelph and Highway 401.
- The Property has a total area of approximately 4.6 acres including an area of environmentally protected wetlands. The developable portion consists of 3.08 acres. A total of 26 single, detached units have been conditionally approved as condominiums, and one additional unit has been conditionally approved as freehold.
- The site is in the process of having full municipal services installed and the current access is off of Landsdown Drive. Utilities, including hydro, gas, telephone, cable television can readily be provided to the Property.

ZONING & LEGAL DESCRIPTION

Zoning

According to the prevailing Zoning By-law, 2015-19943, the subject property is currently zoned as follows

- Residential (R.1B-46 (H), R.1B-47 (H), R.1B-48 (H))
- Conservation Land (P.1)
- Wetland Zone (WL)



Legal Description

The real property is described as PIN No.71505-0993 (LT) in the City of Guelph, County of Wellington.

Transaction and Competitive Bid Process

The Receiver is conducting a Request for Offers, with the deadline for submission of offers set for Wednesday, February 28, 2018 at 12:00 noon, Eastern Standard Time. Offers must be submitted using the form of offer available with

the Confidential Information Memorandum (“CIM”). The Receiver reserves the right to extend the above deadline at its sole discretion.

To receive additional information including the CIM, interested parties must execute a Confidentiality Agreement. If you are interested in this opportunity, please contact Mr. Jeffrey Berger of the Receiver’s office either at 647 726 0496 or at jeff.berger@rsmcanada.com.

rsmcanada.com

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APPENDIX “D”

AGREEMENT OF PURCHASE AND SALE

This AGREEMENT made the 01st day of May, 2018.

BETWEEN:

RSM CANADA LIMITED,

in its capacity as Court-Appointed Receiver of the assets, undertakings and properties of **DUNSIRE (LANDSDOWN) INC.** ("the **Debtor**") and not in its personal or corporate capacity

(the "**Vendor**")

and

AQUICORP INC., IN TRUST

(the "**Purchaser**")

RECITALS:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 6, 2017, (the "**Appointment Order**") RSM CANADA LIMITED was appointed as receiver of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and including the real property described in Schedule "A" of the Appointment Order (the "**Property**").
- B. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties covenant and agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions


In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) "**Acceptance Date**" means the date that this Agreement is executed by the Parties;
- (b) "**Agreement**" means this Agreement of Purchase and Sale, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

- (c) "**Applicable Laws**" means, with respect to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
- (d) "**Approval and Vesting Order**" means an order or orders made by the Court approving the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances (except the Permitted Encumbrances) in form and substance satisfactory to the Vendor and the Purchaser, acting reasonably. For greater certainty, the vesting portion of the "Approval and Vesting Order" shall be substantially in the form of the model approval and vesting order approved by the "Ontario Commercial List Users Committee";
- (e) "**Assumed Purchase Agreements**" means those agreements of purchase and sale together with any amendments thereof which are attached hereto as Schedule "C", and are to be assumed by the Purchaser on Closing;
- (f) "**Assumed Contract**" means the CCDC contract with Kieswetter Excavating Inc. in respect of the site servicing of the Property, a copy of which is attached hereto as Schedule "G";
- (g) "**Assumed Liabilities**" has the meaning ascribed to it in Section 2.9;
- (h) "**Business Day**" means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday, or statutory holiday in the Province of Ontario;
- (i) "**CIM**" means the confidential information memorandum prepared by the Vendor;
- (j) "**Claim**" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense (including legal fees on a substantial indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (k) "**Closing**" means the successful completion of the Transaction;
- (l) "**Closing Date**" means the date which is ten (10) days immediately following the date upon which the Approval and Vesting Order is granted, or the next Business Day, as applicable, or such other date as the Parties may mutually agree upon;
- (m) "**Contemplated Terminated Purchase Agreements**" means those agreements of purchase and sale together with any amendments thereof which are listed on Schedule "F", which shall be terminated by the Vendor prior to Closing by agreement or Court order in accordance with the provisions hereof;
- (n) "**Deposit**" has the meaning ascribed to it in Section 2.5;
- (o) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, trust, deemed trust (statutory or otherwise) assignment, lien (statutory or otherwise), claim, title retention agreement or arrangement, restrictive covenant, rights of way, easements, encroachments, reserves, or other encumbrance of any nature or any other arrangement or condition which, in substance, secures

payment or performance of an obligation;

- (p) "**Environmental Condition**" has the meaning ascribed to it in Section 2.2(a);
- (q) "**Environmental Laws**" means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Hazardous Materials;
- (r) "**Ereg**" has the meaning ascribed to it in Section 5.7;
- (s) "**ETA**" means the *Excise Tax Act* (Canada);
- (t) "**Existing Purchase Agreements**" means collectively, the Assumed Purchase Agreements, the Terminated Purchase Agreements and the Contemplated Terminated Purchase Agreements;
- (u) "**Government Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the Transaction or one or both of the Parties and shall include a board, commission, courts, bureau, agency or any quasi-governmental or private body exercising any regulatory authority including an association of insurance underwriters;
- (v) "**Hazardous Materials**" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters;
- (w) "**HST**" means all goods and services taxes and harmonized sales tax payable under the ETA;
- (x) "**Land Transfer Tax**" means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto;
- (y) "**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes;
- (z) "**Parties**" means the Vendor, the Purchaser and any other Person who may become a party to this Agreement. "**Party**" means any one of the foregoing;

- (aa) "**Permits**" means all permits, licenses and applications in the name of the Debtor and/or the Vendor in connection with the servicing and/or development of the Property;
- (bb) "**Permitted Encumbrances**" means those Encumbrances listed in Schedule "B" attached hereto and in Schedule "D" to the Approval and Vesting Order;
- (cc) "**Person**" means an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;
- (dd) "**Plans**" means all plans and documentation in the possession or control of the Vendor relevant to the development of the Property including, without limitation, the CIM, engineering drawings, architectural plans and working drawings, landscaping plans, other documentation prepared to illustrate or define a particular aspect of the development of the Property, in each instance, to the extent forming part of the data room created by the Vendor in respect of the Transaction;
- (ee) "**Purchaser Closing Conditions**" has the meaning ascribed to it in Section 4.1;
- (ff) "**Purchase Price**" shall have the meaning ascribed to it in Section 2.4 For greater certainty, the Purchase Price shall be exclusive of Transfer Taxes and any other taxes payable as a result of or in connection with the Transaction;
- (gg) "**Purchased Assets**" means, collectively, the right, title and interest of the Debtor in and to the Property, the Assumed Contract, the Assumed Purchase Agreements, the Permits and the Plans;
- (hh) "**Rights**" has the meaning ascribed to it in Section 2.12;
- (ii) "**Terminated Purchase Agreements**" means those agreements of purchase and sale together with any amendments thereof which are listed on Schedule "~~E~~, ⁰ D" which as of the date hereof have been terminated by mutual agreement of the Debtor and the applicable Unit Purchasers; 
- (jj) "**Transaction**" means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (kk) "**Transfer Taxes**" means all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated together with interest, penalties and additional amounts imposed with respect thereto;
- (ll) "**Unit**" means an individual condominium unit or freehold lot created or intended to be created on the Property and "**Units**" means more than one (1) Unit;
- (mm) "**Unit Purchasers**" means those purchasers who have entered into Existing Purchase Agreements with the Debtor in respect of Units prior to the date of the Appointment Order; and

(nn) **"Vendor Closing Conditions"** has the meaning ascribed to it in Section 4.3.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

1.4 Schedules

The following Schedules are incorporated in and form part of this Agreement;

Schedule "A"	Legal Description
Schedule "B"	Permitted Encumbrances
Schedule "C"	Assumed Purchase Agreements
Schedule "D"	Terminated Purchase Agreements
Schedule "E"	Contemplated Terminated Purchase Agreements
Schedule "F"	Assumed Contract

SECTION 2 — SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

On the Closing Date, subject to the terms and conditions of this Agreement, the Vendor shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Liabilities, all in accordance with and pursuant to the terms hereof and the Approval and Vesting Order. The Purchaser acknowledges that it is not purchasing any other property or assets of the Debtor other than the Purchased Assets.

2.2 "As is, Where is"

The Purchaser acknowledges and agrees that:

- (a) the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation,

warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, permits, compliance with Applicable Laws of Governmental Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Property, or any part thereof (the “**Environmental Condition**”), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor or any agent of the Vendor (including, without limitation, any information contained in any of the Plans) with respect to the Purchased Assets or otherwise relating to the Transaction has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser’s responsibility to take possession of the Purchased Assets.

- (b) notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding work orders, deficiency notices or orders to comply issued by any Government Authority and the Purchaser shall accept the title to the Property subject to the Permitted Encumbrances.
- (c) the various parties who prepared the Plans may have restricted the use thereof by the Debtor only, in their respective retainers with the Debtor and any purported conveyance of the Plans by the Vendor to the Purchaser may be subject to such limitations.

2.3 Permitted Encumbrances

The Purchaser acknowledges that the Vendor is selling the Purchased Assets subject to the Assumed Liabilities and that the Vendor undertakes no obligation to discharge Permitted Encumbrances on the Closing or thereafter.

2.4 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the “**Purchase Price**”) shall be an amount of [REDACTED]

2.5 Deposit

The Parties acknowledge and agree that the sum of [REDACTED], being five (5%) percent of the Purchase Price (the “**Deposit**”) has been delivered by the Purchaser to the Vendor upon submission by the Purchaser of an executed copy of the Agreement to the Vendor. The Deposit shall be held in an interest-bearing account of a Canadian chartered bank or trust company, in trust with said interest shall accrue and be paid to the purchaser, and to be disbursed in accordance with the following

provisions:

- (a) if the purchase and sale of the Purchased Assets is completed on the Closing Date, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
- (b) if the purchase and sale of the Purchased Assets is not completed on the Closing Date for any reason other than the default of the Purchaser hereunder, then the Deposit shall be released from trust and paid to the Purchaser in full satisfaction of all Claims incurred by the Purchaser as a result of such non-completion; or
- (c) if the purchase and sale of the Purchased Assets is not completed on the Closing Date as a result of the Purchaser's default hereunder, then the Deposit shall be released from trust and paid to the Vendor without prejudice to the Vendor's rights to claim damages, losses, costs and expenses incurred by the Vendor as a result of such failure.

2.6 Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

- (a) at the Closing, the Deposit shall be paid in immediately available funds to the Vendor and credited against the Purchase Price in accordance with Section 2.5(a); and
- (b) at the Closing, the Purchase Price minus the amount paid to the Vendor pursuant to Section 2.6(a), shall be paid to the Vendor or as the Vendor may direct in writing.

2.7 Allocation of Purchase Price

The entire Purchase Price shall be allocated to the Property (as opposed to any other item forming part of the Purchased Assets, to the extent applicable) and the Parties shall ensure that the Purchaser and the Vendor shall follow such allocation in determining and reporting their liabilities for any Taxes and, without limitation, shall file their respective income tax returns prepared in accordance with such allocation, provided that nothing herein shall require the Vendor to file any income tax returns that it is not otherwise required to file.

2.8 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any other Liabilities of the Vendor or the Debtor.

2.9 Assumed Liabilities

From and after Closing, the Purchaser shall assume and be liable for the Assumed Liabilities. The Assumed Liabilities shall consist only of the Liabilities incurred under or in respect of:

- (a) Permitted Encumbrances;
- (b) the Assumed Contract;
- (c) the Assumed Purchase Agreements;
- (d) the refund of Unit Purchaser deposits as contemplated in Section 2.15 hereof;

representative present during all such tests and inspections;

- (c) all soil tests or environmental audits shall be coordinated with the Vendor;
- (d) any damage to the Property caused by such tests and inspections will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Vendor harmless from all Claims which the Vendor may suffer as a result of the said tests and inspections or any other breach of this Section by the Purchaser; and
- (e) prior to entering the Property to conduct the Purchaser's tests and investigations, the Purchaser shall deliver (or shall cause its representatives completing the Purchaser's investigations on its behalf to deliver) to the Vendor evidence of liability insurance coverage for at least \$2,000,000.

The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.11 by the Purchaser. To the extent that the Purchaser commissions any reports in connection with its tests and investigations of the Property, copies of all such reports shall be delivered to the Vendor at no cost to the Vendor within three (3) Business Days of issuance.

2.12 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After the Closing and for a period of sixty (60) days following the Closing, the Vendor shall:

- (a) maintain its existence and hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendor shall, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Vendor, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser. To the extent that such approval, consent or waiver has not been obtained by the 60th day following the Closing,

such Right shall be deemed to be an excluded Purchased Asset and the Vendor may terminate any agreement pertaining to such Right unless otherwise agreed to by the Parties. The Purchaser shall indemnify and hold the Vendor harmless from and against any Claim under or in respect of such Rights arising because of any action of the Vendor taken in accordance with this Section.

2.13 Assumed Contract

The Purchaser covenants and agrees that on Closing, it shall assume the Assumed Contract. The Purchaser further acknowledges and agrees that as a condition of Closing, the Vendor shall be released from any continuing liability or obligation in connection with the Assumed Contract (the "Kieswetter Release"), which for clarity, shall include those invoices described as PPC No. 9, PPC No. 10, and the costs attributable to any additional work that may be required to obtain draft plan approval or otherwise.

2.14 Existing Purchase Agreements

In respect of the Existing Purchase Agreements, the Purchaser covenants and agrees that it shall be required to:

- (a) assume the Assumed Purchase Agreements on Closing; and
- (b) refund any deposits paid to date under the Terminated Purchase Agreements and the Contemplated Terminated Purchase Agreements to the applicable Unit Purchasers, together with a bonus payment equal to twenty-five (25%) thereof to each of said Unit Purchasers in accordance with the terms of the Mutual Release and Termination Agreement between the Debtor and such Unit Purchasers and in any event by December 31, 2018, and provide the Vendor with evidence thereof within thirty (30) days of such payment(s) (which date may be extended by mutual agreement of the parties).

SECTION 3 - REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Covenants

The Purchaser covenants and agrees that it will effective on and after the Closing Date, assume and be fully responsible for:

- (a) all obligations which are to be observed or performed from and after completion of this Transaction under the Permitted Encumbrances; and
- (b) any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

3.2 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Purchased Assets;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;

- (c) no consent or approval of or registration, declaration or filing with any Government Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder;
- (d) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;
- (f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as of Closing, duly and validly executed and delivered by the Purchaser and constitute or will, as of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*; and
- (h) the Purchaser is registered or will be registered on Closing under Part IX of the ETA.

3.3 Vendor's Representations

The Vendor represents and warrants to the Purchaser as follows:

- (a) the Vendor has been duly appointed as the receiver of the Purchased Assets pursuant to the Appointment Order and has full right, power and authority, subject to obtaining the Approval and Vesting Order prior to Closing, to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order; and
- (b) the Vendor is not a non-resident of Canada for purposes of Section 116 of the *Income Tax Act* (Canada).

3.4 Survival of Representations and Warranties

The representations and warranties contained in Section 3.2 hereof or any other agreement, certificate or instrument delivered by the Purchaser to the Vendor pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, for a period of twelve (12) months from the Closing Date, after which time the Purchaser shall be released from all obligations in respect of such representations and warranties except with respect to any claims asserted by the Vendor in writing (setting out in

reasonable detail the nature of the claim and the appropriate amount thereof) before the expiration of such period.

SECTION 4 — CONDITIONS

4.1 Purchaser Closing Conditions

The obligation of the Purchaser to complete the Transaction is subject to the following conditions precedent being fulfilled or performed at or prior to the Closing Date (the “**Purchaser Closing Conditions**”):

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 5.3 or elsewhere in this Agreement; and
- (c) the Approval and Vesting Order shall not have been stayed, varied or set aside.

The Purchaser Closing Conditions are for the exclusive benefit of the Purchaser. Any Purchaser Closing Condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Purchaser Closing Conditions Not Fulfilled

If any Purchaser Closing Condition has not been fulfilled at or prior to Closing, then the Purchaser in its sole discretion may, either:

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement and the Deposit shall be promptly returned to the Purchaser in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Purchaser Closing Condition, without prejudice to its right of termination in the event of non-fulfillment of any other Purchaser Closing Condition.

4.3 Vendor Closing Conditions

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Date (the “**Vendor Closing Conditions**”):

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the

documents contemplated in Section 5.2 or elsewhere in this Agreement;

- (c) there shall be no litigation or proceedings pending against any of the Parties hereto, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (d) the Vendor having obtained the Kieswetter Release.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

4.4 Vendor Closing Conditions Not Fulfilled

If any Vendor Closing Condition shall not have been fulfilled at or prior to Closing, then the Vendor in its sole discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor shall be released from all obligations under this Agreement and, unless the Vendor Closing Condition that was not fulfilled was the Vendor Closing Condition contained in Section 4.3(c), the Deposit shall be retained by the Vendor in accordance with the provisions of Section 2.5 hereof; or
- (b) waive compliance with any such Vendor Closing Condition without prejudice to its right of termination in the event of non-fulfillment of any other Vendor Closing Condition.

4.5 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual condition that the Approval and Vesting Order shall have been made by the Court on or before May 15, 2018 (or such later date agreed upon by the Parties) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances. The Parties hereto acknowledge that the foregoing condition has been inserted for the mutual benefit of the Parties and is incapable of waiver. In the event that said condition has not been fulfilled by the aforesaid date, the Transaction shall automatically be deemed to be null and void and of no further force and effect as of said date and provided that the Purchaser is not in default of its obligations hereunder, the Deposit shall be promptly returned to the Purchaser in accordance with the provisions of Section 2.5 hereof.

SECTION 5 — CLOSING

5.1. Closing

The completion of the Transaction shall take place on the Closing Date or as otherwise determined by mutual agreement of the Parties in writing.

5.2. Purchaser's Deliveries on Closing

On or before the Closing, the Purchaser shall execute or deliver as applicable, to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting

reasonably:

- (a) payment of the Purchase Price;
- (b) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (c) an acknowledgement dated as of the Closing Date, that each of the Purchaser Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
- (d) assignment of Purchased Assets and assumption of Liabilities executed by the Purchaser and the Vendor;
- (e) a specific assignment of the Assumed Contract and assumption of Liabilities relating thereto executed by the Purchaser and the Vendor;
- (f) a specific assignment of the Assumed Purchase Agreements and assumption of Liabilities relating thereto executed by the Purchaser and the Vendor;
- (g) the certificate and indemnity provided for under Section 2.10;
- (h) an undertaking to re-adjust any item on or omitted from the statement of adjustments; and
- (i) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing

On or before the Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a copy of the Approval and Vesting Order(s) and the receiver's certificate relating thereto;
- (b) a statement of adjustments;
- (c) a specific assignment of the Assumed Contract and assumption of Liabilities relating thereto executed by the Purchaser and the Vendor;
- (d) a specific assignment of the Assumed Purchase Agreements and assumption of Liabilities relating thereto executed by the Purchaser and the Vendor;
- (e) an acknowledgement dated as of the Closing Date, that each of the Vendor Closing Conditions have been fulfilled, performed or waived as of the Closing Date;
- (f) an assignment of the Purchased Assets and assumption of the Liabilities executed by the Purchaser and the Vendor; and
- (g) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

5.4 Risk

The Purchased Assets shall be and remain at the risk of the Debtor until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser in writing within twenty-four (24) hours of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor shall not elect to terminate this Agreement as set out above, then the Transaction shall be completed in accordance with the terms and conditions hereof and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

5.5 Termination

If either the Vendor or the Purchaser validly terminates this Agreement pursuant to the provisions of Sections 4.2, 4.4, 4.5 or 5.4:

- (a) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end; and
- (b) the Purchaser shall have no right to specific performance or other remedy against, or any right to recover damages or expenses from, the Vendor.

5.6 Breach by Purchaser

If all of the Purchaser Closing Conditions have been complied with, or waived by the Purchaser and the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In addition, the Purchaser shall pay to the Vendor, on demand, the deficiency, if any, arising upon such resale (after deducting the expenses of resale) together with interest and all other damages or charges occasioned by or resulting from the default by the Purchaser.

5.7 Electronic Registration

In the event that a system for electronic registration ("**Ereg**") is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's solicitors, to complete the Transaction using Ereg in accordance with the Law Society of Upper Canada's guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the Law Society of Upper Canada, (ii) the Purchaser's solicitors will enter into the Vendor's solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing the Transaction provided same are in accordance with Law Society guidelines, and (iii) if the Purchaser's solicitors are unwilling or unable to complete the Transaction using Ereg, then the Purchaser's solicitors must attend at the Vendor's solicitors' office or at another location designated by the Vendor's solicitors at such time on Closing as directed by the Vendor's solicitors to complete the Transaction using Ereg utilizing the Vendor's solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's solicitors a reasonable fee therefor.

SECTION 6 - GENERAL

6.1. Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

6.2. Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by electronic transmission, addressed:

in the case of the Purchaser, as follows:

54 - 5100 South Service Rd,
Burlington, ON L7L 6A5

Attention: Shawn Keeper
Telephone No: 416-389-1664
Email: shawn.keeper@dunsire.com

and in the case of the Vendor, as follows:

RSM CANADA LIMITED, Court-Appointed
Receiver of DUNSIRE (LANDSDOWN) INC.
11 King Street West
Suite 700, PO Box 27
Toronto, ON M5H 4C7

Attention: Bryan Tannenbaum
Email: bryan.tannenbaum@rsmcanada.com

with a copy to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9
Attention: Harvey Chaiton
Email: harvey@chaitons.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by electronic transmission before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on that Business Day, and if transmitted by electronic transmission after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

6.3. Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors.

6.4. Currency

Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

6.5. Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor; provided the Purchaser may assign its rights and obligations under this Agreement to an "affiliate" of the Purchaser (as such term is defined in the *Business Corporations Act* (Ontario)), provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.6. Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective boards of directors.

6.7. Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby. Subject to the Approval & Vesting Order being issued by the Court, this Agreement is intended to create binding obligations on the part of the Vendor as set forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

6.8. Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

6.9. Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which

shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision's validity or enforceability in any other jurisdiction.

6.10. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

6.11. Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Vendor on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

6.12. Certain Words

In this Agreement, the words "including" and "includes" means "including (or includes) without limitation", and "third party" means any Person who is not a Party.

6.13. Statutory References

All references to any statute is to that statute or regulation as now enacted or as may from time to time be amended, re-enacted or replaced and includes all regulations made thereunder, unless something in the subject matter or context is inconsistent therewith or unless expressly provided otherwise in this Agreement.

6.14. Actions to be Performed on a Business Day

Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.

6.15. No Registrations

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.

6.16. Strict Construction

Each Party acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Agreement and the Parties agree that any rule of construction to the effect that

any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

6.17. Capacity of Vendor

The Purchaser acknowledges that RSM CANADA LIMITED has been appointed as receiver pursuant to the Appointment Order. The Purchaser acknowledges and agrees that RSM CANADA LIMITED is entering into this Agreement solely in its capacity as the receiver and that RSM CANADA LIMITED, its directors, agents, officers, partners and employees shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of or in any way connected with this Agreement or as a result of the Vendor performing or failing to perform any of its obligations hereunder.

6.18. No Third-Party Beneficiaries

This Agreement shall be binding upon and enure solely to the benefit of each of the Parties hereto and its permitted assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person or entity shall be regarded as a third-party beneficiary of this Agreement. Each of the Parties agrees that all provisions of this Agreement, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, survive the closing of the Transaction.

6.19. Planning Act

This Agreement is entered into subject to the express conditions that it is to be effective only if the provisions of Section 50 of the *Planning Act* (Ontario) and amendments, are complied with.

6.20. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

6.21. Non-Merger

Each Party hereby agrees that all provisions of this Agreement (other than the Purchaser Closing Conditions, the Vendor Closing Conditions and the representations and warranties contained in Sections 3.2 and 3.3) shall forever survive the execution, delivery and performance of this Agreement, Closing and the execution, delivery and performance of any and all documents delivered in connection with this Agreement.

6.22. Expenses

Each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

6.23. Announcements

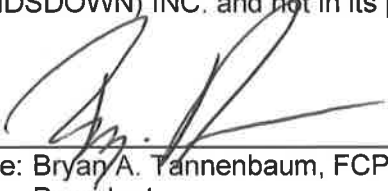
Except as required by law including applicable regulatory and stock exchange requirements, all public announcements concerning the Transaction shall be jointly approved as to form, substance and timing by the Parties after consultation.

The Parties have executed this Agreement by their duly authorized officers.

Irrevocability

This offer shall be irrevocable by the Purchaser until 5pm on 02nd of May, 2018, after which time if not accepted this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

RSM CANADA LIMITED in its
Capacity as Court-Appointed Receiver
of the assets, undertakings and properties of DUNSIRE
(LANDSDOWN) INC. and not in its personal capacity

Per: 
Name: Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Title: President

AQUICORP INC., in trust

Per: Shawn Keeper
Name: Shawn Keeper
Title: President

SCHEDULE "A"
Legal Description

1. The Property:

Part of Lot 13, Plan 488, designated as Part 3 on Plan 61R-20544; Lot 10, Plan 488, designated as Part 4 on Plan 61R-20544; Part of Lot 6 on Plan 488, designated as Part 1 on Plan 61R-20544; Part of Lot 9 on Plan 488, designated as Part 2 on Plan 61R-20544; Together with an easement over Common Elements Condo Plan No. 169 as in WC458323; Subject to an easement in gross over Part 1 on Plan 61R-20870 as in WC492853; Subject to an easement in gross over Part 1 on Plan 61R-20870 as in WC498736; Subject to an easement as in WC500683; City of Guelph, County of Wellington, as set out in PIN 71505-0993 (LT)

SCHEDULE "B"

Permitted Encumbrances

"Permitted Encumbrances" means the following:

1. The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*, R.S.O. 1990, and any amendments thereto or any successor legislation, except paragraph 11;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements or rights of way in favour of any governmental authority or public utility provided that none of the foregoing interfere in any material adverse respect with the current use of the Property;
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due;
5. All agreements and easements, registered or otherwise, for utilities and services for hydro, water, heat, power, sewer, drainage, cable and telephone serving the Property, adjacent or neighbouring properties, provided none of the foregoing interfere in any material adverse respect with the current use of the Property;
6. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property provided that in either case same do not materially adversely impair the use, operation, or marketability of the Property;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any breaches of any Applicable Laws, including work orders and deficiency notices;
9. Any subdivision agreements, site plan agreements, developments and any other agreements with the Municipality, Region, publicly regulated utilities or other governmental authorities having jurisdiction;
10. Minor title defects, if any, that do not in the aggregate materially affect the use of the Property for the purposes for which it is used on the date of acceptance of this Agreement;
11. The following instruments registered on title against the Property:

Permitted Encumbrances related to the Property
(unaffected by the Vesting Order)

Reg. Num.	Date	Instrument Type	Amount	Parties From	Parties To
MS40365	July 10, 1964	By-Law			
MS57023	July 8, 1966	By-Law			

MS59544	October 20, 1966	By-Law			
61R-20544	February 25, 2015	Plan Reference			
WC427554	February 25, 2015	Application for Absolute Title		Dunsire (Landsdown) Inc.	
WC428169	March 4, 2015	Application to Consolidate		Dunsire (Landsdown) Inc.	
WC458323	January 15, 2016	Transfer of Easement	\$2	Wellington Vacant Land Condominium Corporation No. 169	Dunsire (Landsdown) Inc.
WC458365	January 15, 2016	Notice	\$2	Dunsire (Landsdown) Inc.	Wellington Vacant Land Condominium Corporation No. 169
61R-20870	July 14, 2016	Plan Reference			
WC481971	September 20, 2016	Notice		The Corporation of the City of Guelph	
WC481973	September 20, 2016	Notice		The Corporation of the City of Guelph	
WC492853	January 12, 2017	Transfer of Easement	\$2	Dunsire (Landsdown) Inc.	Guelph Hydro Electric Systems Inc.
C498736	March 23, 2017	Transfer of Easement	\$2	Dunsire (Landsdown) Inc.	Union Gas Limited
WC500683	April 18, 2017	Transfer of Easement	\$2	Dunsire (Landsdown) Inc.	Rogers Communications Inc.

APPENDIX ‘E’

dedicated to your success

November 30, 2017

RSM Canada Limited
11 King Street West
Suite 700
Box 27
Toronto ON M5H 4C7

Attention: Bryan A. Tannenbaum, President

Dear Sirs:

Re: Review of certain security granted by Dunsire (Landsdown) Inc. (the "Debtor") to MarshallZehr Group Inc. (the "Chargee")

In connection with your status as a proposed Receiver with respect to the Debtor in respect of an application made by Chargee, you have requested our opinion concerning certain security over real property granted by the Debtor.

The Debtor is the registered owner of real property located in the City of Guelph in Land Registry Office for the Land Titles Division of Wellington No. 61 (the "Land Titles Office"), all as described in Schedule "A" (the "Premises").

The specific security document on which you have asked us to opine (the "Charge") is a Charge/Mortgage registered as Instrument No. WC472869 registered June 27, 2016 in favour of the Chargee in the principal amount of \$16,000,000.00. The Charge is expressed to be collateral security for obligations referred to in a mortgage commitment dated May 9, 2016 among the Debtor, the Chargee and certain guarantors, as amended from time to time. We note that the mortgage commitment letter, attached as Exhibit "C" to the Chargee's Application Record (the "Commitment Letter"), is in fact dated May 25, 2016, and not May 9, 2016. We have assumed that the commitment referred to in the Charge was intended to be the Commitment Letter, and that the Commitment Letter has amended and/or replaced any previous commitment issued by the Chargee in respect of the Premises.

The Commitment Letter provides that the Chargee's intention is to syndicate all or a portion of the loans to be made, and we understand that syndication has occurred.

We have reviewed the Charge to determine its validity and enforceability against the Debtor, and its priority to such liens, charges, mortgages and other security documents registered in the Land Titles Office against title to the Premises. We have not confirmed the legal descriptions or the boundaries for any of the lands comprising the Premises, and have

assumed that the thumbnail legal descriptions are accurate and complete as set forth in the parcel registers identified by their respective property identification numbers ("PINs").

This is not an opinion as to the title of the Debtors, and the Premises may be subject to agreements, notices, easements, by-laws, spousal and other rights, and other instruments as may be but not necessarily disclosed by the parcel registers. In particular, we have assumed that the Debtor is the registered owner of the Premises, with a good and marketable title in fee simple.

Other than the Commitment Letter, we have not reviewed any letter of commitment which sets out obligations in respect of which the Charge is expressed to be given as collateral security, and our opinion is qualified to the extent that the Charge may not be enforceable as a result of any deficiencies, errors or provisions set out in any other letter of commitment that we have not reviewed that governs the loan.

Opinion

Subject to the assumptions and qualifications noted in this letter and in Schedule "B" attached, we are of the opinion that, as at November 27, 2017:

1. the Charge has been duly registered under the Land Titles Act and is a first charge and is valid and enforceable against the proposed Receiver to the extent of all monies advanced by or indebtedness or liability incurred in favour of the Chargee as set forth in Schedule "A".
2. the Charge ranks ahead of a Charge/Mortgage registered on January 17, 2014 as Instrument No. WC394834 in favour of Sorrenti Law Professional Corporation (the "Other Charge"), by reason of a Postponement of Charge registered on June 28, 2017 as Instrument No. WC472884, in which Sorrenti Law Professional Corporation and Olympia Trust Company, the then holders of the Other Charge, postponed all of their rights in favour of the Charge.
3. There are no other charges registered on title to the Premises.

We trust that you find the foregoing satisfactory, and if you have any questions, we would be pleased to hear from you.

Yours truly,

Goldman Sloan Nash & Haber LLP

SCHEDULE "A"

**LEGAL DESCRIPTIONS OF THE PREMISES,
REGISTERED OWNERS, AND
PRIORITY OF SECURITY DOCUMENTS**

AS AT November 27, 2017

Re: Review of certain security granted by Dunsire (Landsdown) Inc. (the "Debtor") to MarshallZehr Group Inc. (the "Chargee")

PIN 71505-0993 (LT)

Registered Owner: Dunsire (Landsdown) Inc.

Legal Description: PT LT 13 PL 488 PT 3, 61R20544; LT 10 PL 488 PT 4, 61R20544; PT LT 6 PL 488 PT 1 ON 61R20544; PT LT 9 PL 488 PT 2, 61R20544; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS CONDO PL NO. 169 AS IN WC458323; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 61R20870 AS IN WC492853; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 61R20870 AS IN WC498736; SUBJECT TO AN EASEMENT AS IN WC500683; CITY OF GUELPH

Priority of Charges/Security Documents:

1. Instrument No. WC472869 registered June 27, 2017 is a Charge/Mortgage in favour of MarshallZehr Group Inc. securing the principal amount of \$16,000,000.00 (the "Charge"). The Charge is expressed to be collateral security for obligations referred to in a mortgage commitment dated May 9, 2016, as amended from time to time.
2. Instrument No. WC394834 registered January 17, 2014 is a Charge/Mortgage in favour of Sorrenti Law Professional Corporation as bare trustee, securing the principal amount of \$1,731,000.00 and bearing interest at the rate of 8% per annum (the "Other Charge"). The Other Charge has a maturity date of August 14, 2016.
 - (a) The Other Charge was transferred by a Transfer of Charge registered January 20, 2014 as Instrument No. WC394899 from Sorrenti Law Professional Corporation to Sorrenti Law Professional Corporation and Olympia Trust Company, as trustees.
 - (b) The Other Charge was transferred by a Transfer of Charge registered March 28, 2014 as Instrument No. WC399284 from Sorrenti Law Professional Corporation and Olympia Trust Company to Sorrenti Law Professional Corporation as to a 42.29% interest and Olympia Trust Company as to a 57.71% interest, as trustees.

- (c) The Other Charge was transferred by a Transfer of Charge registered April 11, 2014 as Instrument No. WC400369 from Sorrenti Law Professional Corporation and Olympia Trust Company to Sorrenti Law Professional Corporation as to a 39.41% interest and Olympia Trust Company as to a 60.59% interest, as trustees.
- (d) A Postponement of Interest was registered June 28, 2016 as Instrument Number WC472884 in which Sorrenti Law Professional Corporation and Olympia Trust Company postponed their rights under the Other Charge (Instrument No. WC394834) in favour of the Charge (Instrument No. WC 472869), and to each and every advance made under the Charge.
- (e) The Other Charge was transferred by a Transfer of Charge registered November 24, 2017 as Instrument No. WC524194 from Sorrenti Law Professional Corporation to Building & Development Mortgages Canada Inc. as trustee, as to the undivided interest held by Sorrenti Law Professional Corporation.

There are no other charges registered on title.

SCHEDULE "B"

Assumptions and Qualifications

The following are the assumptions and qualifications in connection with this opinion:

1. We are qualified to render opinions only as to the laws of the Province of Ontario, including relevant Federal laws of Canada, and accordingly we express no opinion as to the laws of any other jurisdiction. Our opinions are not to be taken as relating to any property or assets while the same are located outside the Province of Ontario, or as to the validity of any of the security documents insofar as they relate to any such property.
2. In rendering our opinion, we assume the following:
 - (a) That the Debtor was a duly incorporated and validly subsisting corporation at the time that the Charge was authorized, executed and delivered, and that the Debtor has continued to be duly incorporated and validly existing since that time;
 - (b) The genuineness of all signatures on all documents examined by us, the authenticity of all documents submitted to us, the legal capacity of natural persons and the conformity to authentic original documents of all documents submitted to us as certified, conformed or photocopy versions and the truth of the factual statements contained in all documents submitted to us;
 - (c) The accuracy and currency of the indices and filing systems maintained in the public offices where we have searched or inquired;
 - (d) The due execution, authorization and delivery, pursuant to and under strict capacity and authorization, of the Charge referred to in this letter by all corporate parties pursuant to all necessary corporate actions and authorizations, and that as of the date of this opinion no steps or actions have been taken to revoke, rescind or modify any such authorizations;
 - (e) That the Debtor does not have a legal defence against any of its secured parties for, without limitation, absence of legal capacity, fraud, buyout to the knowledge of any secured parties, misrepresentation, undue influence or duress.
3. We express no opinion as to the enforceability of any provision that could be construed as a "penalty" as opposed to liquidated damages. If a contractual term requiring payment or specified performance in the event of breach or default is characterized as a "penalty" as opposed to liquidated damages, the same would not be enforceable upon public policy grounds. As the determination of this issue is subjective and factual in nature, we are unable to express an opinion as to same.
4. We express no opinion as to the enforceability of those provisions of the Charge that purport to allow the severance of invalid, illegal or unenforceable provisions or restrict their effect, however, the forgoing does not in any way limit our opinion with respect to enforceability of any other provision of the security documentation.

5. We express no opinion as to whether the Charge constitutes a fraudulent preference or other attackable or reviewable transaction pursuant to the provisions of the Bankruptcy and Insolvency Act (Canada) or any applicable provincial legislation.

6. All opinions with regard to the binding and enforceable nature of the obligations evidenced by any agreement or document, which are the subject of this letter, are subject to the following qualifications:

- (a) Enforcement of an agreement may be restricted by any laws affecting or limiting the right of creditors to enforce any remedies available to them;
- (b) Enforcement of an agreement may be affected or limited by any collateral agreements or arrangements relating to them and entered among the parties of which we may not be aware;
- (c) No opinion is given with respect to the availability of any particular remedy, equitable or otherwise. Without limiting the generality of that statement, no opinion is given to any particular provision of any of the agreements or documents noted in this letter and the enforceability of a party's obligations under those documents will be subject to the general principles of equity regarding whether such enforceability is considered as a matter of common law or equity;
- (d) Provisions providing for recovery of fees and expenses may be restricted by a court to a reasonable amount and counsel fees are subject to taxation;
- (e) No opinion is expressed as to the enforceability of any provision that purports to provide for a higher rate of interest after default than before;
- (f) No opinion is expressed as to the enforceability of a provision of any of the Charge that provides that the provisions of another document govern in the event of any conflict or inconsistency between the provisions of the other document and such Loan Documents;
- (g) No opinion is expressed as to the enforceability of any provision that contemplates or provides for agreement at a later date;
- (h) No opinion is expressed as to the enforceability of any provision that purports to relieve any party thereto, or its agents, from liability for its own acts;
- (i) No opinion is expressed as to the enforceability of any provision that purports to bind or affect, or confer a benefit upon, persons who are not parties to the Charge;
- (j) Enforcement of an agreement may be limited by any applicable bankruptcy, reorganization, or insolvency, moratorium, or other law, including the Bankruptcy and Insolvency Act (Canada) thereby affecting the enforcement of creditors' rights generally from time to time; and

(k) Since specific performance and injunctive relief are equitable remedies and may be only granted in the discretion of a Court of competent jurisdiction, such remedies may not be available where damages are considered adequate.

8. The Charge is only enforceable to the extent that monies have been advanced properly by secured parties and/or other obligations or liabilities owed by the Debtor to the secured parties have been incurred.

9. In connection with this opinion, no review has been made of any of the transactions, agreements, indentures or other instruments of the Debtors for the purposes of identifying matters described in this opinion, other than a review of the parcel registers for the respective PINs in the applicable land registry office and the instruments as registered on such PINs. Furthermore, no review of the minute books of any of the corporate debtors has been undertaken by our firm.

10. The opinions expressed in this letter are provided to and are for the sole use of Collins Barrow Toronto Inc. in its capacity as a Receiver, upon its appointment, and may not be used for any other purpose, or relied upon by any other person, firm, corporation or other entity without the prior written consent of Goldman Sloan Nash & Haber LLP.

APPENDIX ‘F’



DISCHARGE STATEMENT AT MAY 24, 2018

Prepared on May 15, 2018

Terms: \$15,870,278 1st Mortgage for Servicing and Construction financing.
 \$1,796,973 2nd Mortgage to provide working capital for Receiver financing

White Cedar Estates
24, 26, 28 and 32 Landsdown Drive, Guelph, Ontario

	<u>MZGI 87</u>	<u>MZGI 174</u>	<u>Total</u>
Principal	\$ 4,766,418.81	\$ 1,796,972.90	\$ 6,563,391.71
Unpaid Interest	\$ 263,353.03	\$ 15,852.75	\$ 279,205.78
Subtotal	\$ 5,029,771.84	\$ 1,812,825.65	\$ 6,842,597.49
Administration Fee Payable on Default			\$ 45,000.00
Final Discharge Fee			\$ 250.00
Cost Recovery - Legal Fees			\$ 47,174.69
Cost Recovery - Site Visits			\$ 2,155.39
Cost Recovery - Courier Fees			\$ 872.79
Less Balance held in MZG Trust Account			\$ -
Balance due on May 24, 2018			\$ 6,938,050.36
Interest Per Diem	\$ 1,337.38	\$ 689.25	\$ 2,026.63
Effective rate	10.24%	14.00%	11.27%

You are authorized and directed to make the balance due payable to our solicitor;
Chaitons LLP "In Trust", OR as they may further direct.

MARSHALLZEHR GROUP INC.

Per: _____

Mortgage Administrator #: 11955

E. & O. E.

If Total Payable is not received by the Proposed Settlement Date, then a per diem rate set out above will be charged. This Statement is only valid for a period of 30 days from the Proposed Settlement Date. Please confirm the Total Payable prior to remitting funds. Balances are projected and are based on the assumption that all outstanding amounts/payments due up to the Proposed Settlement Date are paid as set out therein. MarshallZehr Group Inc. will not provide a discharge of the mortgage until the entire outstanding balance, including interest and costs have been paid and honored.

APPENDIX “G”

RSM Canada Limited
 Court-Appointed Receiver of Dunsire (Landsdown) Inc.
 Statement of Receipts and Disbursements
 for the period from December 6, 2017 to May 8, 2018

Receipts

1.	Advances from secured creditor - Note (a)	\$	1,828,231.71
2.	Interest		1,077.16
3.	Total receipts	\$	<u>1,829,308.87</u>

Disbursements

4.	Site servicing costs - Note (b)	\$	1,107,794.65
5.	HST paid		165,211.97
6.	Outside consulting - Note (c)		44,241.86
7.	Interest charges		108,236.44
8.	Appraisal fees		2,000.00
9.	Miscellaneous disbursements - Note (d)		6,484.39
10.	Municipal Taxes		2,479.00
11.	Filing fee - Official Receiver		70.00
12.	Receiver fees		91,976.00
13.	Security Deposits		231,258.81
14.	Legal Fees		<u>22,936.55</u>
15.	Total disbursements	\$	<u>1,782,689.67</u>
16.	Excess of receipts over disbursements	\$	46,619.20
17.	Total cash on hand	\$	<u><u>46,619.20</u></u>

Notes:

(a) Advances from MarshallZehr secured by Receiver Certificate No. 1

(b) Site servicing costs are comprised of the following:

Kieswetter Excavating Inc.	\$	978,285.22
Wellington Condo Corporation 169		129,509.43
	\$	<u><u>1,107,794.65</u></u>

(c) Payments to outside consultants include:

Strik, Baldinelli, Moniz Ltd.	\$	17,732.55
Dougan & Associates		7,529.45
Darren Morita, P.Eng		18,979.86
	\$	<u><u>44,241.86</u></u>

(d) Miscellaneous Disbursements include Administrative, Advertising, Postage, Bank Charges, Photocopy, Travel and Courier Costs

APPENDIX ‘H’

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicants

-and-

DUNSIRE (LANDSDOWN) INC.

Respondent

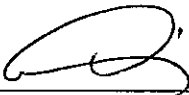
**AFFIDAVIT OF BRYAN A. TANNENBAUM
(Sworn on May 8th, 2018)**

I, BRYAN A. TANNENBAUM, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of RSM Canada Limited (“**RSM**”) and, as such, I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to the order of the Court dated December 6, 2017, RSM was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dunsire (Landsdown) Inc. (the “**Company**”) acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof.
3. Details of the Receiver’s activities are set out in the Receiver’s First Report to the Court.

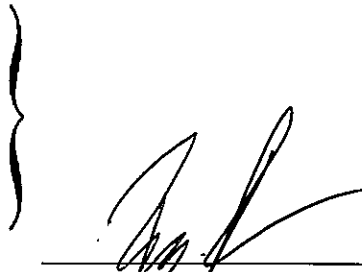
4. Attached hereto and marked as Exhibit "A" to this my affidavit is a summary of the fees charged and periodic accounts rendered by the Receiver in respect of the proceedings for the period November 23, 2017 to April 15, 2018. Copies of the interim invoices which are referred to in the summary are appended to this affidavit as Exhibit "B".
5. In the course of its administration of the receivership during the period November 23, 2017 to April 15, 2018, the Receiver's staff expended 327.90 hours of time in respect of the receivership administration, which aggregates to fees of \$91,976.00. The Receiver's average hourly billing rate is \$280.50.
6. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Greater Toronto Area for the provision of similar services.
7. I verily believe that the Receiver's accounts are fair and reasonable in the circumstances.
8. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on the
8th day of May, 2018



Commissioner for Taking Affidavits
(or as may be)

Daniel Raphael Weisz, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.



BRYAN A. TANNENBAUM

EXHIBIT "A"

Detailed Invoices

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
BEFORE ME THIS 8TH DAY OF MAY, 2018**



A Commissioner, etc.

Daniel Raphael Weisz, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
in RSM Canada Limited.
Expires January 5, 2021

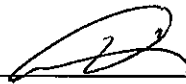
EXHIBIT "A"

**Calculation of Average Hourly Billing Rates of
RSM Canada Limited
for the Appointment Period**

Invoice No.	Billing Period	Total Fees	Disbursements	HST	Hours	Average Hourly Rate	Total
1	November 23, 2017 to January 15, 2018	\$ 29,708.00	\$ -	\$ 3,862.04	98.90	\$ 300.38	\$ 33,570.04
2	January 16, 2018 to February 15, 2018	25,681.50	-	3,338.60	107.50	238.90	29,020.10
3	February 16, 2018 to April 15, 2018	36,586.50	-	4,756.25	121.50	301.12	41,342.75
Disbursement 1	November 23, 2017 to January 15, 2018	-	206.09	26.79	N/A	N/A	232.88
Total		\$ 91,976.00	\$ 206.09	\$ 11,983.68	327.90	\$ 280.50	\$ 104,165.77

EXHIBIT "B"

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
BEFORE ME THIS 8TH DAY OF MAY, 2018**



A Commissioner, etc.

Daniel Raphael Welsz, a Commissioner, etc.
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.



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 Dunsire (Landsdown) Inc. o/a White Cedar Estates
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 31, 2018

Client File 302437-43740

Invoice 1

No. C000611

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Dunsire (Landsdown) Inc. o/a White Cedar Estates (the "**Debtor**") or ("**WCE**") for the period November 23, 2017 to January 15, 2018.

Date	Professional	Description
11/23/2017	Bryan Tannenbaum	Execute Consent and read draft Order.
11/27/2017	Bryan Tannenbaum	Emails to M. Rotsztain of Goldman Sloan Nash & Haber LLP ("GSNH") regarding security opinions required prior to Court Application; telephone call with M. Rotsztain re same; receipt and review of the Application Record, etc.
11/30/2017	Bryan Tannenbaum	Receipt and review of GSNH security legal opinion.
12/1/2017	Bryan Tannenbaum	Attend at Court, adjourned to next week; send letter regarding updated Consent to Chaitons LLP.
12/5/2017	Bryan Tannenbaum	Telephone call with G. Benchetrit of Chaitons regarding borrowing amount; conference call with R. Sathasivam of MarshallZehr Group ("MZ") re same; receipt and review of R. Sathasivam's two analysis; conference call with G. Benchetrit, M. Snedden of MZ and R. Sathasivam regarding borrowing amount in the Order and development work which has been requested by the Debtor's counsel who has agreed at \$2.0 million for now.
12/6/2017	Bryan Tannenbaum	Receipt and review of Court Appointment, post to website, organize to commence file.
12/7/2017	Bryan Tannenbaum	Receipt and review of R. Sathasivam emails regarding (1) Intrepid Quantity Surveying Inc. ("Intrepid") work and outstanding account, (2) KingSett lawyer's fees, (3) Guelph Hydro, (4) appraisal request status; meeting with J. Berger to discuss agenda for call with R. Sathasivam to get the file started; email from R. Sathasivam to KingSett regarding next steps; email to R. Sathasivam re we will review all in our call tomorrow.
12/7/2017	Jeffrey Berger	Review of the Court Order and various materials provided by R. Sathasivam in preparation for a conference call on December 8, 2017 and corresponding with B. Tannenbaum regarding same.
12/8/2017	Bryan Tannenbaum	Conference call with M. Snedden, R. Sathasivam, D. Marshall regarding takeout of KingSett, LC's to City of Guelph and to Guelph Hydro, Intrepid and

Date	Professional	Description
		Kieswetter Excavating Inc. ("Kieswetter") to get substantial completion and get the trades back on site, Antec Appraisal update, KingSett legals, Dunsire financial information requested; subsequent discussion with J. Berger on action plan; email to H. Chaiton of Chaitons regarding take out of KingSett Tranche A; telephone call from C. Hayes of MZ regarding funding and clarity for the Receiver's Certificate, etc.
12/11/2017	Bryan Tannenbaum	Receipt and review of R. Sathasivam's emails: (1) cost sharing agreements, (2) Kieswetter payments, (3) LC's, (4) financial statements, (5) appraisal; email from J. Berger regarding S. Keeper of Dunsire.
12/12/2017	Jeffrey Berger	Drafting the S.245/246 Notice of the Receiver; reviewing documents provided by R. Sathasivam; conference call with B. Tannenbaum and S. Keeper to discuss the appointment of the Receiver and various aspects of the file; corresponding with D. Devries of Antec Appraisal to obtain an updated appraisal for the WCE property.
12/12/2017	Bryan Tannenbaum	Telephone call from S. Keeper re he wants to make a new offer and our wanting to go to market in mid-January, objective for permit serviced lots by February, Kieswetter, Guelph Hydro, Environmental Impact Report, Intrepid, cost sharing arrangement, City of Guelph for tree permit and concluding the registration of the draft plan, financial information requested, status of purchasers and Tarion, etc.; discussion with J. Berger re same.
12/13/2017	Bryan Tannenbaum	Receipt and review of revised financing offer letter; email re same to Chaitons.
12/13/2017	Jeffrey Berger	Reviewing documents provided by S. Keeper; preparing for a conference call with B. Tannenbaum and R. Sathasivam; creating a service list for the S.245/246 notices based on documents received from S. Keeper.
12/14/2017	Jeffrey Berger	Completing the S.245/246 Notices and arranging for same to be mailed to creditors; conference call with B. Tannenbaum and R. Sathasivam regarding various aspects of the file; setting up a trust account for the Receiver with BMO.
12/14/2017	Bryan Tannenbaum	Review S.245/246 Notice and creditors list for J. Berger prior to finalization; receipt and review of S. Keeper email regarding accounting information; email from R. Sathasivam regarding financing letter accepted and responding thereto; conference call with R. Sathasivam regarding status and action plan to move forward; telephone call with H. Chaiton regarding 2nd amendment letter and need for same to be signed by the Receiver and getting approval of the subordinate lender(s).
12/14/2017	Donna Nishimura	Prepare and send out Notice and Statement of Receiver.
12/15/2017	Jeffrey Berger	Corresponding with various contractors and consultants involved in the WCE project to inform them of the receivership and discuss their involvement and willingness to assist the Receiver, discussing same with B. Tannenbaum.
12/15/2017	Bryan Tannenbaum	Review correspondence to Mr. Wilson regarding the cost sharing payment, Guelph Hydro regarding completion of service work, BMO account opening.
12/18/2017	Bryan Tannenbaum	Conference call with C. Hayes and H. Chaiton regarding Fortress credit bid conversation with L. Margulies of Robins Appleby LLP, stalking horse, KingSett payout, funding of Receiver's Certificates, etc.
12/18/2017	Jeffrey Berger	Corresponding with G. Dal Colle of Antec Appraisal to obtain an updated appraisal for the WCE project; finalizing the details of the BMO trust account.

Date	Professional	Description
12/19/2017	Jeffrey Berger	Phone call with R. Kieswetter to discuss the status of the lien and the schedule of outstanding work to be completed; conference call with B. Tannenbaum and B. Wilson to discuss the payout of amounts owing to WCC 119 and their cooperation going forward; phone call with K. Roechner of GHD to discuss their past and ongoing involvement with the WCE project; discussion with S. Keeper regarding the status of various elements of the project administration.
12/19/2017	Bryan Tannenbaum	Telephone call with B. Wilson regarding cost sharing payment arrangements; telephone call from R. Sathasivam regarding KingSett and LC's and raising cash in lieu and KingSett wants a no recourse letter, etc.
12/20/2017	Bryan Tannenbaum	Email from H. Chaiton regarding KingSett legal fees, response sent; email from H. Chaiton re let MZ payout KingSett; email from J. Mirt regarding sub search before advance not necessary; email from R. Sathasivam with FSCO forms and my response thereto; email regarding wire instructions; receipt and review of email from Guelph Hydro regarding frost charges and LC's.
12/20/2017	Jeffrey Berger	Arranging for a wire transfer to be received from MZ; arranging for payment of arrears to WCC 169; corresponding with various contractors and consultants involved in the WCE project to discuss the status of their work and their ongoing involvement/assistance to the Receiver.
12/21/2017	Cindy Baeta	Post deposits to Ascend; prepare disbursement cheque.
12/22/2017	Daniel Weisz	Review emails regarding request for wire transfer; exchange emails with B. Tannenbaum and H. Chaiton re same; discussions with Bank of Montreal and send email to Bank of Montreal; finalize letter regarding wire transfer and discussion with H. Chaiton on same.
12/22/2017	Jeffrey Berger	Phone call with R. Kieswetter to discuss the payout of the lien and confirm that they will commence work on January 15, 2018; discussion with B. Hyland of SBM regarding the certification of work completed by Kieswetter to date, as well as SBM's ongoing involvement in the project; arranging for the payout of existing Letters of Credit to KingSett.
12/27/2017	Daniel Weisz	Review and file emails.
12/29/2017	Jeffrey Berger	Drafting various documents for the Receiver's sales process (Teaser, CIM, Form of Offer, Confidentiality Agreement).
1/2/2018	Jeffrey Berger	Drafting various documents for the Receiver's sales process (Teaser, CIM, Form of Offer, Confidentiality Agreement) and discussion with B. Tannenbaum regarding same; corresponding with B. Hyland of SBM regarding the Kieswetter work that has been certified to date; conference call with B. Tannenbaum, R. Kieswetter and L. Kieswetter to discuss the payment of outstanding invoices and the recommencement of Kieswetter's work on site; corresponding with R. Sathasivam regarding the payment of Kieswetter's certified invoices.
1/2/2018	Bryan Tannenbaum	Discussions with J. Berger regarding sales package and status of payments to Kieswetter; receipt and review of S. Keeper email attaching contracts; receipt and review of Chaitons email regarding Fortress meeting with L. Margulies; receipt and review of J. Berger email to Guelph Hydro; S. Keeper email attaching City of Guelph inspection report; S. Keeper email regarding cash in lieu appraisal; receipt and review of draft plan approval conditions from D. Morita of Dunsire; R. Sathasivam email regarding MZ assignment of

Date	Professional	Description
		KingSett security; receipt and review of J. Berger email to Mr. Wilson regarding cost sharing payment; Chaitons email regarding wire transfer of funds to KingSett; to record time to authorize wire transfer to KingSett; J. Berger email regarding Kieswetter status; telephone call with R. Kieswetter regarding status of invoicing and payment and he joined in L. Kieswetter and M. Schildroth and arranged a meeting.
1/3/2018	Cindy Baeta	Prepare disbursement cheques.
1/3/2018	Jeffrey Berger	Updating the CIM based on information provided by D. Morita; corresponding with H. Chaiton regarding the Receiver's draft Form of Offer and Confidentiality Agreement; corresponding with D. Devries regarding an updated appraisal for the property.
1/3/2018	Bryan Tannenbaum	Receipt and review of J. Berger email to S. Keeper regarding hourly rate for D. Morita; receipt and review of J. Berger email to Chaitons regarding form of offer and confidentiality agreement; receipt and review of J. Berger email to R. Sathasivam regarding Kieswetter invoices to be paid and meeting; receipt and review of J. Berger email to Kieswetter regarding payment of past due invoices.
1/4/2018	Jeffrey Berger	Corresponding with H. Chaiton, B. Tannenbaum, R. Sathasivam and M. Snedden regarding the proposed payment to Kieswetter and potential priority conflicts with Fortress; compiling a data room for the Receiver's sales process.
1/4/2018	Bryan Tannenbaum	Sign cheque to Kieswetter for engineer certified amounts; receipt and review of C. Hayes email to Chaitons regarding Fortress offer and request for financing, etc.; email response from Chaitons regarding APS to be prepared by Receiver as it will be a stalking horse bid; receipt and review of C. Hayes email response questioning why Receiver to do as it should be for Fortress to prepare; Chaitons email confirming that we will let them do it but probably have to redo; email from Chaitons re will do nothing further until financing confirmed; conference call with H. Chaiton, R. Sathasivam, M. Snedden regarding Kieswetter pre-filing payment and Fortress priority and adding value by having serviced lots.
1/5/2018	Jeffrey Berger	Establishing a data room for the Receiver's sales process.
1/5/2018	Bryan Tannenbaum	Receipt and review of Chaitons email regarding Kieswetter amounts owing to provide to L. Margulies; response thereto sent with backup documentation relating to their lien; receipt and review of R. Sathasivam email to Chaitons also providing Kieswetter backup documentation; receipt and review of R. Sathasivam email attaching Intrepid accounts; receipt and review of email from D. Marshall regarding Fortress financing requirements; emails from C. Hayes and D. Marshall regarding data room; responding email sent.
1/8/2018	Bryan Tannenbaum	Organize notes, etc.
1/9/2018	Jeffrey Berger	Corresponding with D. Morita and S. Keeper regarding the terms of D. Morita's involvement as a consultant to the Receiver and discussing same with B. Tannenbaum; review of the MZ data room and compiling the Receiver's data room and sales documents ahead of the January 10th meeting.
1/9/2018	Bryan Tannenbaum	Receipt and review of H. Chaiton email re email from L. Margulies requesting accounting for Fortress; receipt and review of Chaitons email to L. Margulies regarding payment to Kieswetter; meeting with J. Berger to discuss in person

Date	Professional	Description
		meeting and call to C. Hayes to confirm reasoning; email to H. Chaiton advising of our meeting; update letter to Kieswetter with payment; email from Chaitons re L. Margulies requesting name of who holds Fortress mortgage and name thereof; email responding thereto obtained from the Application Record.
1/10/2018	Jeffrey Berger	Attending a meeting at the MZ offices with SBM, Kieswetter, and MZ representatives to discuss the status of the site servicing and the intended plan of action; corresponding with R. Sathasivam regarding information for the sales process and a listing of potential purchasers.
1/10/2018	Bryan Tannenbaum	Attend meeting in Waterloo at MZ offices; initial meeting with C. Hayes and R. Sathasivam regarding background and purpose of next meeting; meeting with Kieswetter (Roger, Lee, Matt), SBM (Ben), Dunsire engineer (Darren), MZ (C. Hayes, R. Sathasivam) to discuss status and get Kieswetter back on site to complete work, interim payment made to Kieswetter, discuss work for Guelph Hydro, etc.; subsequent meeting with Darren, Ben and C. Hayes and R. Sathasivam regarding outstanding draft plan conditions and organize to get completed, etc.; go to site with Darren to inspect, etc.
1/11/2018	Bryan Tannenbaum	Receipt and review of Chaitons email attaching L. Margulies email regarding syndicated mortgagees; receipt and review of D. Hildebrand email re potential purchaser name; receipt of Ben's email to Kieswetter regarding outstanding items to get further draws, etc.; discussion with J. Berger regarding various email responses; receipt and review of S. Keeper email regarding outstanding liabilities status; receipt and review of Chaitons email attaching L. Margulies email confirming other lender agrees to the Kieswetter payment; receipt and review of M. Snedden email to S. Keeper; receipt and review of M. Snedden email regarding information to S. Keeper and respond thereto; receipt and review of Chaitons request for Receiver's notice to creditors; review J. Berger email to Darren regarding transparency; review J. Berger email to S. Keeper regarding interim payment of Kieswetter account.
1/11/2018	Jeffrey Berger	Review of the updated financing/debt schedules provided by MZ; corresponding with D. Devries of Antec Appraisal regarding the Receiver's request for an updated appraisal; corresponding with the City of Guelph regarding property tax assessments; corresponding with K. Roegner of GHD regarding the report to be issued to the Receiver; updating the CIM.
1/12/2018	Cindy Baeta	Prepare bank reconciliation; post Ascend disbursement.
1/12/2018	Jeffrey Berger	Drafting a newspaper advertisement for the Receiver's sales process and corresponding with the Globe and Mail and Post Media to obtain quotes for placing the ad; compiling a list of potential purchasers for the sales process; drafting the Agreement of Purchase and Sale; attending a conference call with B. Tannenbaum and H. Chaiton to discuss the sales process and the marketing of the property; review of financial information provided by MZ and discussing same with B. Tannenbaum.
1/12/2018	Bryan Tannenbaum	Meeting with J. Berger to discuss the sales process and review the documentation required; telephone call from C. Hayes regarding potential offer from debtor; telephone call with H. Chaiton to discuss proceeding without delay in regard to stalking horse bid; email from R. Sathasivam regarding list of prospective purchasers; email to all regarding sale documentation being prepared and timing, etc.; receipt and review of D. Marshall email regarding Klondike as a prospective purchaser.

Date	Professional	Description
1/15/2018	Jeffrey Berger	Review of lists of potential purchasers; conference call with H. Chaiton and B. Tannenbaum to discuss the CIM, Form of Offer, and APS; making revisions to the marketing documents based on the above noted conference call.
1/15/2018	Bryan Tannenbaum	Discussion with H. Chaiton to review the wording of the CIM and insert the terms and conditions and consider the wording for the existing sales to previous purchasers of 20 lots, etc.
		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	30.80	\$ 525	\$ 16,170.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.40	\$ 495	693.00
Jeffrey K. Berger, CPA, CA	Senior Analyst	64.80	\$ 195	12,636.00
Cindy Baeta/Donna Nishimura	Estate Administrator	1.90	\$ 110	209.00
Total hours and professional fees		98.90		\$ 29,708.00
HST @ 13%				3,862.04
Total payable				\$ 33,570.04

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



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 Dunsire (Landsdown) Inc. o/a White Cedar Estates
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date March 8, 2018

Client File 302437-43740

Invoice 2

No. C000636

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Dunsire (Landsdown) Inc. o/a White Cedar Estates (the "**Debtor**") or ("**WCE**") for the period January 16, 2018 to February 15, 2018.

Date	Professional	Description
1/16/2018	Jeffrey Berger	Corresponding with the City of Guelph regarding property tax assessments; updating the CIM and data room regarding property taxes; corresponding with R. Sathasivam of MarshallZehr Group ("MZ") regarding the debt obligation summary; phone call with D. Morita of Dunsire to reconcile the legal description of lands on the tax statements to the development plan and address other matters.
1/17/2018	Jeffrey Berger	Drafting the Teaser and cover letter for the sales process; setting up an online data room for the sales process; corresponding with MZ (C. Hayes, M. Snedden, R. Sathasivam) and B. Tannenbaum regarding the status of the sales process and the projected timeline; corresponding with D. Morita and S. Keeper of Dunsire regarding information required by the Receiver; corresponding with SBM regarding the status of PPC #6 for Kieswetter Excavating Inc. ("Kieswetter") and the certification of same, as well as payment of the outstanding SBM invoices; review of the appraisal proposal from Antec Appraisal and discussion with B. Tannenbaum regarding same; drafting a notice to Canada Revenue Agency regarding RSM's appointment as Receiver and RSM's request for authorization on the debtor's account.
1/17/2018	Bryan Tannenbaum	Receipt and review of two emails from S. Keeper regarding sales process to submit an offer and HST paid; review response with J. Berger; review and edit sales draft documentation with J. Berger; receipt and review of S. Keeper email regarding redemption.
1/18/2018	Cindy Baeta	Prepare disbursement cheques.
1/18/2018	Jeffrey Berger	Compiling the mailing list for the upcoming sales process; call with B. Tannenbaum and H. Chaiton of Chaitons LLP to review the terms and conditions in the sales documents; revision of sales documents based on the above noted call with B. Tannenbaum and H. Chaiton.

Date	Professional	Description
1/18/2018	Bryan Tannenbaum	Telephone call from Robert Labron, consulting firm referred by H. Chaiton mentioning he has 2 groups interested; review mailing list to prospective purchasers; telephone call with H. Chaiton to review the CIM wording and APS.
1/19/2018	Bryan Tannenbaum	Review wording and edits to the CIM and Teaser and covering letters to prospective purchasers and referral contacts; telephone call with D. Morita regarding status re billings, draft conditions update, Kieswetter status and removal of topsoil per option B and connection to the water main, complete pond and part of the retaining wall, Kieswetter and Guelph Hydro cannot be onsite at same time, Duggan inspection to recommence and coordinate with us, dedication of wetlands and working Rod Lord at JD Barnes, Surveyors; receipt of D. Morita email regarding previous payments by Dunsire to Kieswetter.
1/19/2018	Jeffrey Berger	Conference call with B. Tannenbaum and D. Morita to discuss the status of Kieswetter's work on site, the timeline for Guelph Hydro to complete their work, and the review of Kieswetter PPC's certified by SBM; updating the newspaper advertisement, CIM, and Teaser based on comments from D. Weisz; corresponding with R. Kieswetter regarding the outstanding PPC's, holdbacks, and the removal of their lien; corresponding with T. Fell of Dougan & Associates regarding their monitoring on site and outstanding amounts owed to them by the debtor; review of agreements of purchase and sale provided by MZ.
1/19/2018	Daniel Weisz	Review draft CIM, Teaser and advertisement and discussion with B. Tannenbaum and J. Berger on same; review letters to be sent to potential interested parties.
1/22/2018	Jeffrey Berger	Finalizing the CIM, Teaser, and newspaper ad per discussions with B. Tannenbaum and H. Chaiton; corresponding with MZ regarding updates to the Receiver's sales process; review of the Construction Lien Act with respect to the payment of holdbacks owed to Kieswetter and discussion of same with H. Chaiton; review of the Template Agreement of Purchase and Sale received from Chaitons and discussion of same with B. Tannenbaum.
1/22/2018	Bryan Tannenbaum	Telephone call with H. Chaiton to edit advertisement, Teaser and CIM and discuss the Kieswetter holdback invoice and timing of payment.
1/23/2018	Jeffrey Berger	Making revisions to the APS; corresponding with D. Morita regarding updates to the draft plan conditions; review of D. Morita's comments on the conditions of draft plan approval; corresponding with R. Sathasivam regarding the status of the Antec appraisal; updating the online data room to include the CIM and information on the Letters of Credit; corresponding with various prospective purchasers regarding the sales process and access to information in the data room.
1/23/2018	Bryan Tannenbaum	Receipt and review of H. Chaiton email re APS; review and edit same; discuss with J. Berger for suggested changes; review LC's and discuss with J. Berger to put in data room; confirm sending notices to prospective purchasers today; receipt and review of Chaitons emails regarding Kieswetter holdback position and payment; email opportunity to our mailing list and receipt of various responses.
1/23/2018	Donna Nishimura	Work on sales process - send out emails (letter with Teaser) and follow up on undeliverables.

Date	Professional	Description
1/24/2018	Jeffrey Berger	Corresponding with various potential purchasers regarding the sales process and the available information; administering the data room and providing access to interested parties; call with D. Morita regarding the status of various trades and contractors (Guelph Hydro, Kieswetter, SBM, Dougan & Associates, etc.).
1/24/2018	Donna Nishimura	Continue working on sales process – follow-up with undeliverable emails, resend letter with Teaser and also update the changes in Salesforce.
1/25/2018	Jeffrey Berger	Review of interest schedules provided by R. Sathasivam and discussion with B. Tannenbaum regarding same.
1/25/2018	Bryan Tannenbaum	Discussion with J. Berger regarding Financial Post advertisement response, Kieswetter soil removal, etc.; receipt and review of R. Sathasivam email regarding Tranche A interest payment and discuss same with J. Berger.
1/26/2018	Bryan Tannenbaum	Emails from prospective purchasers re M. Karim, P. DeGuerre; receipt and review of J. Berger email to Chaitons regarding holdback; receipt and review of Guelph Hydro email regarding timing of work.
1/26/2018	Jeffrey Berger	Call with D. Morita to review the conditions of draft plan approval and his comments thereon; corresponding with various potential purchasers regarding access to the data room and other information; corresponding with H. Chaiton, R. Kieswetter, and B. Tannenbaum regarding the holdbacks per PPC #7 and the Receiver's position regarding same.
1/26/2018	Donna Nishimura	Continue working on sales process – follow-up with undeliverable emails, resend letter with Teaser and also update the changes in Salesforce.
1/29/2018	Bryan Tannenbaum	Receipt and review of Kieswetter emails regarding payment and starting work.
1/29/2018	Jeffrey Berger	Administering the data room; corresponding with various potential purchasers regarding available information and the sales process in general; phone call with R. Sathasivam to discuss the renewal of the existing letters of credit.
1/30/2018	Jeffrey Berger	Review of email from R. Sathasivam regarding letters of credit and the replacement of same; discussion with B. Tannenbaum regarding the letters of credit; corresponding with various potential purchasers regarding information on the sales process and access to the online data room; corresponding with D. Devries of Antec Appraisals regarding information required for the appraisal.
1/30/2018	Bryan Tannenbaum	Receipt and review of emails from prospective purchasers - S. Crimi for Garden Homes and M. Swartz of Cushman Wakefield; email from B. Hyland regarding change order for Kieswetter to remove soil.
1/31/2018	Jeffrey Berger	Discussion with R. Sathasivam regarding the outstanding letters of credit and the replacement of same; corresponding with various potential purchasers regarding information on the sales process and access to the online data room.
2/1/2018	Cindy Baeta	Prepare disbursement cheques.
2/1/2018	Bryan Tannenbaum	Email from H. Chaiton regarding Kieswetter and sales status; discuss LC's with J. Berger and advising MZ; discuss Guelph Hydro extra charge for defrosting; telephone call from H. Chaiton regarding Kieswetter and sales process; telephone call from S. Keeper regarding his potential offer to pay out all creditors, etc.

Date	Professional	Description
2/1/2018	Jeffrey Berger	Phone call with D. Morita to discuss the Guelph Hydro timeline and additional frost charges review of emails between D. Morita and Guelph Hydro and discussing same with B. Tannenbaum; administering the data room and corresponding with various potential purchasers; emailing MZ regarding the renewal of a Letter of Credit and the frost charges proposed by Guelph Hydro.
2/2/2018	Bryan Tannenbaum	Telephone call from A. Grossi re has a prospective purchaser client; emails regarding LC replacements, etc.; telephone call from R. Belsito and then from his client F. Fisioc regarding prospective purchaser.
2/2/2018	Jeffrey Berger	Discussions with G. Conte of Guelph Hydro and A. Nix of the City of Guelph regarding the existing letters of credit and replacement of same; speaking with R. Sathasivam regarding the approval of frost charges to be incurred from Guelph Hydro, as well as the Receiver's efforts to date re replacing the letters of credit; administering the data room and speaking with various potential purchasers regarding the available information and the sales process; status update call with D. Morita.
2/5/2018	Bryan Tannenbaum	Receipt and review of J. Berger email to City of Guelph regarding replacement of LC.
2/6/2018	Jeffrey Berger	Corresponding with various interested parties regarding additional information required for due diligence; administering the data room; review of D. Morita's comments on the draft plan conditions and forwarding same to R. Sathasivam; preparing a status update for MZ; phone call with D. Devries regarding the current status of the appraisal and further information required by Antec; discussion with S. Keeper regarding outstanding information to be provided by the Debtor.
2/6/2018	Bryan Tannenbaum	Email from T. Ungar regarding prospective purchaser.
2/7/2018	Jeffrey Berger	Administering the data room; corresponding with prospective purchasers regarding additional information (existing agreements of purchase and sale, site surveys, etc.), phone call with R. Kieswetter to discuss payment of PPC #6; corresponding with GHD, Kieswetter, SBM and D. Morita regarding the chemical analysis of top soil on site and the additional costs associated with same.
2/8/2018	Jeffrey Berger	Corresponding with BMO to facilitate the notice of non-renewal with respect to the Letter of Credit in place for the City of Guelph; corresponding with R. Sathasivam regarding same; review of quote from Kieswetter for additional work relating to the width of the boulevards on site; discussion of same with D. Morita, E. Harrison of Guelph Hydro, B. Tannenbaum, K. Moniz of SBM and M. Schildroth of Kieswetter; administering the data room; phone call with D. Morita to discuss the extra work being contemplated for the boulevards as well as the chemical testing for the excess top soil.
2/8/2018	Cindy Baeta	Prepare disbursement cheque.
2/9/2018	Jeffrey Berger	Finalizing the notice of non-renewal with respect to the Letter of Credit for the City of Guelph discussing same with B. Tannenbaum and R. Sathasivam; administering the data room; responding to email from R. Sathasivam regarding the potential outcomes of the sales process; reviewing emails from D. Morita, E. Harrison and M. Schildroth regarding the revised requirements from Guelph Hydro with respect to the boulevard width.

Date	Professional	Description
2/9/2018	Bryan Tannenbaum	Review issues of appraisal and LC replacement with J. Berger to respond to C. Hayes; prepare 2 separate emails re same.
2/12/2018	Bryan Tannenbaum	Email from D. Sunday of Sorbara offices regarding prospective purchaser.
2/13/2018	Jeffrey Berger	Corresponding with BMO, Home Trust, and Guelph Hydro regarding the release of the Letter of Credit; preparing an update for MZ; corresponding with D. Morita, B. Hyland, and Guelph Hydro regarding the changes to Guelph Hydro's site preparation requirements and the related change in costs; administering the data room and corresponding with various potential purchasers regarding same.
2/13/2018	Bryan Tannenbaum	Meeting with J. Berger to review brief status report to MZ.
		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	14.30	\$ 525	\$ 7,507.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.70	\$ 495	841.50
Jeffrey K. Berger, CPA, CA	Senior Analyst	85.50	\$ 195	16,672.50
Cindy Baeta/Donna Nishimura	Estate Administrator	6.00	\$ 110	660.00
Total hours and professional fees		<u>107.50</u>		\$ 25,681.50
HST @ 13%				3,338.60
Total payable				\$ 29,020.10

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
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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 Dunsire (Landsdown) Inc. o/a White Cedar Estates
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 25, 2018

Client File 302437-43740

Invoice 3

No. C000658

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Dunsire (Landsdown) Inc. o/a White Cedar Estates (the "**Debtor**") or ("**WCE**") for the period February 16, 2018 to April 15, 2018.

Date	Professional	Description
2/16/2018	Cindy Baeta	Prepare bank reconciliation; prepare disbursement cheques.
2/20/2018	Bryan Tannenbaum	Receipt and review of R. Sathasivam of MarshallZehr Group ("MZ") email regarding interest payments due March 1, 2018, etc.; receipt, review and approve Kieswetter Excavating Inc. ("Kieswetter") revised invoice for additional boulevard work for Guelph Hydro; execute change order and return to SBM; approve and sign cheques.
2/20/2018	Jeffrey Berger	Review of change order regarding boulevard work and discussion with B. Tannenbaum regarding same; corresponding with SBM, Kieswetter, and D. Morita of Dunsire to obtain a status update and finalize the plan of action; corresponding with R. Sathasivam regarding the status of various aspects of the receivership; corresponding with BMO and Home Trust regarding the cancellation of the letters of credit; working with various prospective purchasers to provide access to the data room and answer questions on the sales process.
2/21/2018	Bryan Tannenbaum	Review status with J. Berger and edit response to MZ on status, etc.; review emails, etc.
2/21/2018	Jeffrey Berger	Drafting a detailed update to MZ regarding the sales process, the status of site servicing, and other matters; phone call with R. Kieswetter to discuss their plan to return to work and the scope of work to be addressed.
2/22/2018	Jeffrey Berger	Follow-up with all prospective purchasers who had executed a confidentiality agreement; review of draft property appraisal provided by Antec; corresponding with BMO, City of Guelph and Home Trust regarding the cancellation of the letters of credit.
2/23/2018	Bryan Tannenbaum	Review status with J. Berger regarding responses to MZ, Kieswetter on site, soil test results, data room and disclosure of sale prices, creditors list, etc.

Date	Professional	Description
2/23/2018	Jeffrey Berger	Discussions with several interested parties regarding the sales process and additional information requests; corresponding with B. Tannenbaum regarding same; phone call with D. Morita to discuss the status of Guelph Hydro's work, Kieswetter's work, etc.; corresponding with M. Schildroth regarding Kieswetter's mobilization plan and the soil sample results obtained from CVD.
2/26/2018	Bryan Tannenbaum	Receipt and review of total debt obligations summary; send to S. Keeper of Dunsire in preparation of call this afternoon; receipt and review of R. Sathasivam email; conference call with R. Sathasivam and J. Berger regarding status of project and sales efforts, etc.; conference call with S. Keeper and A. Tveit and A. Bennett, D. Prezio, A. Emer re to understand the debt waterfall and referenced the total debt obligations given to S. Keeper, etc., so that they can better formulate an offer.
2/26/2018	Jeffrey Berger	Corresponding with various interested parties regarding the terms of the sales process and information in the data room; updating the schedule of outstanding debts and discussion with B. Tannenbaum regarding same; phone call with S. Keeper and representatives of Morrison Financial.
2/27/2018	Jeffrey Berger	Phone calls with several prospective purchasers regarding additional information requests, form or offers, etc.
2/27/2018	Bryan Tannenbaum	Receipt and review of email inquiries from prospective purchasers.
2/28/2018	Jeffrey Berger	Corresponding with interested parties regarding additional information on the property (architectural drawings, floorplans of homes, etc.); review of letter of intent from Dov Capital; conference call with B. Tannenbaum, R. Sathasivam, C. Hayes, M. Snedden and H. Chaiton regarding the outcome of the sales process; review of emails from D. Morita and B. Hyland regarding Guelph Hydro's revised work schedule; corresponding with T. Fell regarding Dougan's intention to recommence their monitoring on site.
2/28/2018	Bryan Tannenbaum	Email regarding Guelph Hydro revised time to be onsite; further emails regarding status of tree permit LC; conference call with MZ and Chaitons to review the offer status and alternatives going forward; email summarizing status of the offer(s).
3/1/2018	Bryan Tannenbaum	Receipt and review of J. Schlumpf of MZ email re property tax payment; respond thereto with the information.
3/1/2018	Jeffrey Berger	Review of offer from ACD Developments and discussion with B. Tannenbaum regarding same.
3/1/2018	Cindy Baeta	Prepare disbursement cheques.
3/2/2018	Bryan Tannenbaum	Letters requesting resubmissions to the 2 offerors.
3/5/2018	Bryan Tannenbaum	Conference call with MZ (C. Hayes, J. Thiessen, M. Snedden, R. Sathasivam) and H. Chaiton regarding status of offers and next steps - approach Fortress, credit bid, list with real estate agent with a bid deadline and estimated profits based on costs to rationalize land appraisal value, etc.; telephone call from N. Machado regarding prospective purchaser who put in a low offer.
3/5/2018	Jeffrey Berger	Conference call with representatives of MZ, B. Tannenbaum, and H. Chaiton regarding the offers received and the next steps to be taken.
3/6/2018	Jeffrey Berger	Review of emails from D. Morita, B. Hyland, and E. Harrison (Guelph Hydro) regarding the meeting on site held on March 5th and the outcomes of same; phone call with D. Morita to discuss the status of various aspects of the site

Date	Professional	Description
		servicing and the action plan for the work to be completed prior to Guelph Hydro's mobilization on site; responding to emails from R. Sathasivam regarding the costs of the receivership to date; drafting a report on the status of site servicing works for MZ; contacting prospective purchasers/leads provided by R. Miller at Chaitons regarding the property for sale.
3/7/2018	Bryan Tannenbaum	Receipt and review of revised offer from Dov Capital; discuss with J. Berger and have him circulate same.
3/7/2018	Jeffrey Berger	Review of correspondence from SBM, Kieswetter and D. Morita regarding the work being completed in anticipation of Guelph Hydro's mobilization phone call with D. Morita regarding same; review of revised Letter of Intent from Dov Capital and discussion with B. Tannenbaum regarding same.
3/8/2018	Bryan Tannenbaum	Receipt and review of email from the City of Guelph regarding cheque cleared and releasing the LC; telephone call with M. Snedden regarding possible other offers, etc.; telephone call with H. Chaiton regarding Dov Capital offer and difficulties with timing, etc., and he will call their lawyer to explain; receipt and review of Chaitons draft letter to Minden Gross regarding Dov Capital; edits returned to Chaitons; receipt and review L. Margulies of Robins Appleby email to Chaitons regarding Fortress wanting to put in a credit bid.
3/8/2018	Jeffrey Berger	Providing MZ with an update regarding site servicing works; corresponding with D. Morita regarding same.
3/9/2018	Cindy Baeta	Prepare disbursement cheques; prepare bank reconciliation.
3/9/2018	Jeffrey Berger	Review of email from L. Sulatycki at the City of Guelph regarding the process to extend the deadline for the draft plan conditions; discussion with D. Morita regarding same; phone call with S. Ruse of Dov Capital to discuss the LOI submitted.
3/12/2018	Bryan Tannenbaum	Email from J. Berger regarding S. Ruse of Dov Capital wanting a meeting to discuss; conference call with R. Sathasivam, M. Snedden and J. Berger re arranging call with S. Ruse for Thursday and status of DPA and extension thereto.
3/12/2018	Jeffrey Berger	Conference call with R. Sathasivam, M. Snedden, B. Tannenbaum regarding offers received to date.
3/13/2018	Bryan Tannenbaum	Discussion with J. Berger re data room reopen and making contractor contact information available to Aberdeen/Crescent Homes; telephone call from H. Chaiton re Fortress wants to make an offer and send him template.
3/13/2018	Jeffrey Berger	Phone call with D. Morita to discuss the application for an extension of the draft plan conditions, as well as recent progress on the site servicing; corresponding with potential purchasers regarding the sales process and information on the property.
3/14/2018	Jeffrey Berger	Corresponding with R. Sathasivam regarding new interested parties who may put an offer forward on the property, as well as the status of the site servicing; corresponding with interested parties regarding access to project consultants; phone call with D. Morita to discuss Guelph Hydro's final review of the site.
3/15/2018	Jeffrey Berger	Conference call with representatives of MZ and Dov Capital to discuss the terms of Dov Capital's Letter of Intent.
3/15/2018	Bryan Tannenbaum	Conference call with Dov Capital (S. Zimmerman/S. Ruse), MZ (M. Snedden, J. Thiessen, and R. Sathasivam) re timing, due diligence and their need for

Date	Professional	Description
		time to allow their experts to undertake, APS, consulting time, pricing, certainty over closing date; subsequent call with M. Snedden et. al. to discuss the call and our action plan; email to H. Chaiton re Dov Capital conference call and LOI sign back; conference call with H. Chaiton and M. Snedden re Dov Capital LOI to delay until we receive Hallman offer, discuss Fortress position and speak tomorrow.
3/19/2018	Bryan Tannenbaum	Telephone call with J. Berger re status of Dov Capital and Aberdeen Homes offers and Fortress possible offer; suggest email to MZ and Chaitons for tomorrow on the status.
3/19/2018	Jeffrey Berger	Review of Draft Plan Conditions and status of same; corresponding with R. Sathasivam regarding a potential offer from Aberdeen Homes; discussion with R. Sathasivam regarding the status of the release of funds from KingSett tied to the Letters of Credit that had been extinguished; review of emails from D. Morita, Guelph Hydro, Kieswetter, and SBM regarding the site servicing progress, repairs, etc.
3/20/2018	Bryan Tannenbaum	Conference call with MZ (M. Snedden and R. Sathasivam); draft email of conversation to Chaitons; receipt and review of H. Chaiton response that he will be speaking with Dov's lawyer tomorrow afternoon.
3/20/2018	Jeffrey Berger	Conference call with R. Sathasivam, M. Snedden, and B. Tannenbaum to discuss the next steps regarding the LOI from Dov Capital Corporation; review of emails from D. Morita, Guelph Hydro, Kieswetter, and SBM regarding the site servicing progress, repairs, etc.
3/21/2018	Jeffrey Berger	Review of the outstanding debt obligations and updating the schedule of outstanding debt in preparation for a discussion with a potential purchaser; conference call with representatives of Morrison Financial and Dunsire Developments regarding a potential offer for the property.
3/21/2018	Bryan Tannenbaum	Receipt and review of S. Keeper email to arrange a call with Morrison Financial; responding email to arrange same; conference call with G. Bank and A. Bennett of Morrison Financial to resurrect their interest and procure an offer; email from J. Berger/D. Morita re application extension for draft plan approval ; email from M. Snedden re Morrison and Aberdeen status.
3/22/2018	Cindy Baeta	Prepare disbursement cheques.
3/22/2018	Jeffrey Berger	Phone call with B. Tannenbaum and S. Zimmerman to discuss the Receiver's comments on the Dov Capital LOI; review of a draft application for extension to be sent to the City of Guelph.
3/22/2018	Bryan Tannenbaum	Receipt and review of S. Zimmerman of Dov Capital email to set up a time to talk; email to H. Chaiton inquiring about his call yesterday with Dov's lawyer; telephone call from H. Chaiton re his call with Dov's lawyer regarding the suggested purchase price of \$9.7M, use APS precedent (no LOI), 30 day's due diligence, continue to receive offers until a firm deal subject to Court approval, close within 30 days or sooner; email to S. Zimmerman re setting up call this afternoon; telephone call from S. Zimmerman re lawyers talked and price, due diligence period, time of closing, financing, etc.; draft email to MZ and H. Chaiton.
3/26/2018	Bryan Tannenbaum	Email to G. Banks to follow up if they will be making an offer.
3/27/2018	Bryan Tannenbaum	Email to S. Ruse regarding status of his offer; email to MZ re Morrison and Aberdeen status, etc.; email to and from S. Keeper that he expects Morrison to

Date	Professional	Description
		have an offer by Thursday, March 29, 2018; receipt and review of M. Snedden email regarding Morrison call and Aberdeen out; telephone call from S. Ruse re status; email to Dov Capital and M. Snedden re call between them.
3/28/2018	Bryan Tannenbaum	Telephone call with M. Snedden re status of Dov Capital and Morrison Financial and his meeting Dov's reps next week; email from G. Banks re visited site and call tomorrow as offer forthcoming.
3/28/2018	Jeffrey Berger	Phone call with D. Morita regarding the Receiver's request for an extension of the draft plan condition period and next steps regarding the draft condominium agreement with the City of Guelph; phone call with R. Kieswetter to discuss the release of holdbacks given that the requisite period since Kieswetter published its notice of substantial performance is almost complete; corresponding with R. Sathasivam and B. Tannenbaum regarding the release of funds from KingSett relating to letters of credit that had been extinguished.
3/29/2018	Jeffrey Berger	Review of estimated costs to complete draft plan approval; phone call with D. Morita regarding same; drafting email to B. Tannenbaum regarding same.
3/29/2018	Bryan Tannenbaum	Telephone call from G. Banks regarding their financing to S. Keeper and offer expected for Tuesday/Wednesday; relay my conversation to MZ/Chaitons; email from City acknowledging extension request; email from S. Keeper re Morrison commitment letter and asking how long to close; responding email that 30 days is doable; email same to M. Snedden and R. Sathasivam.
3/30/2018	Bryan Tannenbaum	Receipt and review of J. Berger's email to Morrison regarding known and outstanding liabilities projected as at May 1, 2018; telephone call with J. Berger re same and amend for sending.
3/30/2018	Jeffrey Berger	Review of outstanding liabilities and projected expenses through May 1, 2018; corresponding with B. Tannenbaum and G. Banks regarding same.
4/3/2018	Daniel Weisz	Discussion with J. Berger re communications being made by company to purchasers.
4/4/2018	Jeffrey Berger	Review of offer provided by S. Keeper; discussion with B. Tannenbaum and M. Snedden regarding same.
4/4/2018	Bryan Tannenbaum	Conference call with M. Snedden and J. Berger re status of S. Keeper offer and his meeting with Dov Capital.
4/5/2018	Cindy Baeta	Prepare disbursement cheques.
4/6/2018	Jeffrey Berger	Analysis of offer provided by S. Keeper with respect to the outstanding debt of Dunsire (Landsdown) Inc.; discussion with B. Tannenbaum regarding same.
4/8/2018	Bryan Tannenbaum	Drafting First Report to the Court on approval of sale to Aquicorp; discussions with J. Berger re background information required.
4/8/2018	Jeffrey Berger	Corresponding with B. Tannenbaum regarding the review of the offer from S. Keeper/Dunsire; compiling a statement of receipts and disbursements.
4/9/2018	Bryan Tannenbaum	Receipt and review of S. Keeper email re status of offer; email response that I am meeting with Chaitons this afternoon; attend meeting at Chaitons to review the Aquicorp offer and speak with S. Keeper for clarification on the offer terms, etc.; discuss with H. Chaiton at his office the Fortress potential offer per L. Margulies, etc.
4/9/2018	Jeffrey Berger	Review of the Receiver's First Report and drafting changes to same.

Date	Professional	Description
4/10/2018	Bryan Tannenbaum	Email from R. Sathasivam re status of Aquicorp offer; email to MZ re status of Aquicorp offer and comments thereon; email to MZ re Fortress interest, etc.; email from J. Berger re answers to my questions regarding outstanding and known liabilities, etc.; receipt and review of S. Keeper email with his breakdown of purchase price; receipt and review of H. Chaiton email to L. Margulies re indebtedness ahead of Fortress and their potential offer; meeting with R. Sathasivam to review Aquicorp offer and Fortress, etc.; visit site to see Guelph Hydro subcontractor work, etc.; email to H. Chaiton re Kieswetter cutoff liabilities on sale of the property.
4/11/2018	Bryan Tannenbaum	Email to S. Keeper to have his lawyer call H. Chaiton back.
4/12/2018	Jeffrey Berger	Review of quote from Drexler Construction for street light work; review of the Receiver's First Report; review of May, 2018 interest charges from MZ.
4/13/2018	Cindy Baeta	Prepare disbursement cheques; prepare bank reconciliation.
4/13/2018	Bryan Tannenbaum	Telephone call from S. Keeper re status; email to H. Chaiton re status of sign back; email from H. Chaiton re his conversation with P. Spadafora of Spadafora & Murphy; review and edit draft report to Court, discuss with J. Berger and send to H. Chaiton for comments, etc.
4/13/2018	Jeffrey Berger	Review of the Receiver's First Report and drafting changes to same; approval of quote from Drexler Construction and corresponding with B. Tannenbaum and MZ regarding same.
		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	39.60	\$ 525	\$ 20,790.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	49.50
Jeffrey K. Berger, CPA, CA	Senior Analyst	79.40	\$ 195	15,483.00
Cindy Baeta	Estate Administrator	2.40	\$ 110	264.00
Total hours and professional fees		121.50		\$ 36,586.50
HST @ 13%				4,756.25
Total payable				\$ 41,342.75

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____

Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



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 Dunsire (Landsdown) Inc. o/a White Cedar Estates
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 31, 2018

Client File 302437-43740
Invoice DISBURSEMENT 1
No. C000610

Disbursements in connection with our acting as Court-appointed Receiver of **Dunsire (Landsdown) Inc. o/a White Cedar Estates** for the period to January 15, 2018.

Disbursements	
Courier	\$ 12.39
Travel	103.22
Photocopies (Notice & Statement of Receiver)	53.10
Postage (Notice & Statement of Receiver)	37.38
Total disbursements	206.09
HST @ 13%	26.79
Total payable	\$ 232.88

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

APPENDIX “I”

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent

**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**

AFFIDAVIT OF HARVEY CHAITON
(sworn May 14, 2018)

I, HARVEY CHAITON, of the City of Toronto, in the Province of Ontario **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a partner with the law firm of Chaitons LLP ("**Chaitons**"), lawyers for RSM Canada Limited ("**RSM**") as receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Dunsire (Landsdown) Inc., and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as the following exhibits are copies of the following accounts issued by Chaitons to the Receiver totalling \$25,381.46 (comprised of fees of \$21,297.50 disbursements of \$1,199.04 and HST of \$2,884.92) with respect to this proceeding:

- (a) **Exhibit "A"** - account for the period up to and including January 31, 2018;
- (b) **Exhibit "B"** – account for the period up to and including February 28, 2018;
- (c) **Exhibit "C"** – account for the period up to and including March 31, 2018; and
- (d) **Exhibit "D"** – account for the period up to and including April 30, 2018.

3. Attached hereto as **Exhibit "E"** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from December 11, 2017 to April 30, 2018.

SWORN before me at the City)
of Toronto, in the Province of)
Ontario, this 14th day of May,)
2018)



Sam Rapp

A Commissioner For Taking Affidavits, etc.



HARVEY CHAITON

THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF HARVEY CHAITON
SWORN BEFORE ME THIS 14th
DAY OF MAY, 2018



A Commissioner Etc.



INVOICE NUMBER: 265761

January 31, 2018

RSM CANADA LIMITED
11 KING ST. WEST, SUITE 700
TORONTO, ONTARIO M5H 4C7

Re: ENFORCEMENT OF WHITE CEDAR ESTATES
Our file: 007246-41259

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including January 31, 2018:

PROFESSIONAL FEES

SUBJECT TO HST	\$12,562.50	
SUB-TOTAL		\$12,562.50

DISBURSEMENTS

NON TAXABLE	\$294.25	
SUBJECT TO HST	\$835.44	
SUB-TOTAL		\$1,129.69
HST at 13.00%		\$1,741.73

GRAND TOTAL		\$15,433.92
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Amount payable on the current invoice	\$15,433.92
Plus outstanding invoices on this matter	
Amount Due	<u>\$15,433.92</u>
Trust Balance	



PROFESSIONAL FEES:

- Dec 11, 17 Telephone conference call with C. Hayes, D. Hildebrant and J. Mirt to discuss draft financing term sheets;
- Dec 12, 17 Drafted Direction; reviewed and drafted correspondence;
- Dec 13, 17 Review financing term sheet; telephone call with B. Tannenbaum providing my comments;
- Dec 13, 17 Review amendment to MarshallZehr financing commitment to White Cedar; telephone call with R. Sathasivam of MarshallZehr with respect to same;
- Dec 14, 17 Telephone call with B. Tannenbaum; voice-mail message for C. Hayes;
- Dec 15, 17 Telephone call with B. Tannenbaum;
- Dec 15, 17 Telephone call with S. Brotman re payout of Kingsett on payment direction;
- Dec 18, 17 Telephone calls with S. Brotman and C. Hayes with respect to payout of Kingsett;
- Dec 18, 17 Telephone conference call with C. Hayes and B. Tannenbaum re letter from L. Margulies;
- Dec 18, 17 Telephone call with C. Hayes re amendment to financing commitment;
- Dec 19, 17 To telephone conversation with R. Sathasivam re assignment by Kingsett to MZG of its share of the mortgage security; to conference telephone conversation with MZG, Kingsett and Kingsett's counsel in respect of same; to e-mail correspondence with H. Chaiton and S. Rappos in connection therewith;
- Dec 20, 17 To review of revised assignment of the mortgage security amended by Kingsett's counsel; to e-mail correspondence and telephone conversation with H. Chaiton in respect of same;
- Dec 21, 17 Review revised Assignment Agreement and L/C agreement; emails with S. Lavine;



- Dec 21, 17 To review of the draft agreement relating to the letter of credit; to telephone conversation with H. Chaiton to review my comments on the draft documentation; to e-mail correspondence to MZG summarizing said comments; to e-mail correspondence with MZG in connection therewith; to e-mail correspondence to Kingsett's counsel summarizing our comments; to e-mail correspondence with S. Brotman in respect of same; to revision of the documentation; to e-mail correspondence to MZG enclosing clean and black lined copies of same for their review and approval; to review of the further revised draft as amended by R. Sathasivam; to e-mail correspondence to R. Sathasivam enclosing my additional comments for his consideration; to review of further revised drafts of the documents, as amended by Kingsett's counsel; to e-mail correspondence with H. Chaiton and MZG in connection therewith;
- Dec 22, 17 Telephone conference call with M. Snedden, R. Sathasivam and S. Lavine with respect to revised agreements, followed by telephone conference call with D. Pollack and S. Brotman to discuss finalizing agreements;
- Dec 22, 17 Further telephone calls and emails to arrange execution of agreements and transfer of funds;
- Dec 22, 17 To conference telephone conversation with MZG, Kingsett, S. Brotman and H. Chaiton re revised documents; to settlement of same and closing of the transfer to MZG of Kingsett's interest in the mortgage security;
- Jan 2, 18 Telephone call with L. Margulies re stalking horse sale process;
- Jan 3, 18 Review draft form of CA and offer prepared by RSM; email to RSM with respect to same;
- Jan 3, 18 Email from L. Margulies re proposed stalking horse offer; email to MarshallZehr;
- Jan 4, 18 Emails with L. Margulies re stalking horse offer;
- Jan 4, 18 Telephone conference call with B. Tannenbaum and J. Berger re payment to Kieswetter;
- Jan 4, 18 Telephone conference call with M. Snedden, R. Sathasivam, B. Tannenbaum and J. Berger re proposal payment to Kieswetter;
- Jan 11, 18 Emails with L. Margulies who confirmed his client's consent to pay Kieswetter; forward email to B. Tannebaum;
- Jan 12, 18 Telephone call with R. Mullen, lawyer for a local developer;
- Jan 12, 18 Telephone call with B. Tannenbaum with respect to sale process;



- Jan 14, 18 Review draft CIM, form of offer and APS;
- Jan 15, 18 Telephone conference call with B. Tannenbaum and J. Berger to discuss CIM and sale terms and conditions;
- Jan 16, 18 Telephone call with Guelph agent;
- Jan 17, 18 Review revised CIM;
- Jan 18, 18 Review revised CIM; conference with S. Lavine re draft APS; telephone conference call with B. Tannenbaum and J. Berger to discuss CIM;
- Jan 18, 18 To meeting with H. Chaiton to discuss the draft agreement of purchase and sale; to meeting with R. Miller in connection therewith;
- Jan 19, 18 To review of material in the motion record; to further revision to the draft agreement of purchase and sale; to e-mail correspondence to H. Chaiton enclosing clean and black lined copies of same;
- Jan 21, 18 Review and revise CIM and APS; email to receiver; email to S. Lavine; conference with S. Lavine;
- Jan 21, 18 Conference with S. Lavine;
- Jan 21, 18 To meeting with H. Chaiton to review his comments on the draft agreement of purchase and sale; to revision thereof; to e-mail correspondence to H. Chaiton enclosing clean and black lined copies of same;
- Jan 22, 18 Telephone conference call with B. Tannenbaum and J. Berger re final comments on CIM and teaser;
- Jan 22, 18 To coordination of the finalization of the permitted encumbrance schedule appended to the draft agreement of purchase and sale; to e-mail correspondence with C. Wilson in respect of same; to review of same;
- To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES
HST at 13.00%

\$12,562.50
1,633.13

**DISBURSEMENTS:****Subject to HST:**

Legal Research Taxable	\$100.50	
Service of Documents Taxable	\$363.90	
Kap Litigation Services Taxable	\$121.00	
Litigation Transaction Levy Taxable	\$50.00	
Teraview Charges Taxable	\$26.30	
Teranet Fee Taxable	\$10.60	
Parking Charges Taxable	\$13.14	
File Admin. Fee Taxable	\$85.00	
Teranet Electronic Registration Fee Taxable	\$65.00	
		\$835.44

Non-Taxable:

Registration/Filing Fee(s) Non-taxable	\$63.65	
Issue Notice(s) of Application Non-taxable	\$220.00	
Teraview Charges Non-taxable	\$10.60	
		\$294.25

TOTAL DISBURSEMENTS**\$1,129.69**

HST at 13.00%


108.61

GRAND TOTAL**\$15,433.92**

CHAITONS LLP

魁

per:

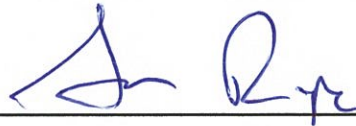


 Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$695.00	10.10	\$7,019.50
SHERRI LAVINE	\$425.00	12.70	\$5,397.50
SAM RAPPOS	\$485.00	0.30	\$145.50
Total:		23.10	\$12,562.50

THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF HARVEY CHAITON
SWORN BEFORE ME THIS 14th
DAY OF MAY, 2018

A handwritten signature in blue ink, appearing to be 'A. Rye', is written above a horizontal line.

A Commissioner Etc.



INVOICE NUMBER: 266026

February 28, 2018

RSM CANADA LIMITED
11 KING ST. WEST
SUITE 700, BOX 27
TORONTO, ON M5H 4C7

Re: ENFORCEMENT OF WHITE CEDAR ESTATES
Our file: 007246-41259

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 28, 2018:

PROFESSIONAL FEES

SUBJECT TO HST	\$1,320.50	
SUB-TOTAL		\$1,320.50

DISBURSEMENTS

SUBJECT TO HST	\$6.64	
SUB-TOTAL		\$6.64
HST at 13.00%		\$172.53

GRAND TOTAL		\$1,499.67
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Amount payable on the current invoice	\$1,499.67
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$1,499.67</u>
Trust Balance	

**PROFESSIONAL FEES:**

Feb 1, 18 Telephone call with B. Tannenbaum and J. Berger re Kieswetter;

Feb 2, 18 Telephone calls with E. D'Agostino and B. Tannenbaum re completion of work by Kieswetter and release of holdback;

Feb 23, 18 Emails with receiver re prospective purchasers' requests for information on sale process;

Feb 28, 18 Telephone call with B. Tannenbaum re sale process;

Feb 28, 18 Telephone conference call with MarshallZehr and RSM re results of sale process; telephone call with B. Tannenbaum about next steps if offer is inadequate;

To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	\$1,320.50
HST at 13.00%	171.67

DISBURSEMENTS:**Subject to HST:**

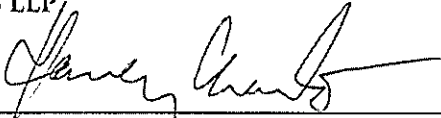
Parking Charges Taxable	\$6.64	
		\$6.64

TOTAL DISBURSEMENTS	\$6.64
HST at 13.00%	0.86

GRAND TOTAL	\$1,499.67
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CHAITONS LLP

per: 
Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$695.00	1.90	\$1,320.50
Total:		1.90	\$1,320.50

THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF HARVEY CHAITON
SWORN BEFORE ME THIS 14th
DAY OF MAY, 2018



A Commissioner Etc.



INVOICE NUMBER: 266425

April 18, 2018

RSM CANADA LIMITED
11 KING ST. WEST
SUITE 700, BOX 27
TORONTO, ON M5H 4C7

Re: **ENFORCEMENT OF WHITE CEDAR ESTATES**
Our file: **007246-41259**

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2018:

PROFESSIONAL FEES

SUBJECT TO HST	\$2,085.00	
SUB-TOTAL		\$2,085.00

DISBURSEMENTS

SUBJECT TO HST	\$28.81	
SUB-TOTAL		\$28.81
HST at 13.00%		\$274.80

GRAND TOTAL

\$2,388.61

Amount payable on the current invoice	\$2,388.61
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$2,388.61</u>
Trust Balance	

**PROFESSIONAL FEES:**

Mar 5, 18 Telephone conference call with receiver and MarshallZehr with respect to sale process; emails with Paul Minz;

Mar 8, 18 Review LOI from Dov Capital; telephone call with B. Tannenbaum and J. Berger; draft letter to D. Kutner, lawyer for Dov Capital;

Mar 13, 18 Telephone call with L. Margulies and with B. Tannenbaum re offer from Fortress; email template APS to L. Margulies; telephone message for D. Kutner;

Mar 15, 18 Emails with MarshallZehr and B. Tannenbaum re Dov LOI; telephone conference call with M. Snedden and B. Tannenbaum;

Mar 16, 18 Telephone conference call with MarshallZehr and receiver re Dov LOI and potential further offer; email to D. Kutner;

Mar 21, 18 Review email from B. Tannenbaum providing instructions on Dov LOI; telephone call with D. Kutner;

Mar 22, 18 Telephone call with B. Tannenbaum with respect to my telephone call with D. Kutner;

To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	\$2,085.00
HST at 13.00%	271.05

DISBURSEMENTS:**Subject to HST:**

Long Distance Telephone Taxable	\$28.81	\$28.81
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TOTAL DISBURSEMENTS	\$28.81
HST at 13.00%	3.75



GRAND TOTAL

\$2,388.61

CHAITONS LLP

per:



Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$695.00	3.00	\$2,085.00
Total:		3.00	\$2,085.00

THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF HARVEY CHAITON
SWORN BEFORE ME THIS 4th
DAY OF MAY, 2018

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a cursive 'R'.

A Commissioner Etc.



INVOICE NUMBER: 266625

April 30, 2018

RSM CANADA LIMITED
11 KING ST. WEST
SUITE 700, BOX 27
TORONTO, ON M5H 4C7

Re: ENFORCEMENT OF WHITE CEDAR ESTATES
Our file: 007246-41259

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including April 30, 2018:

PROFESSIONAL FEES

SUBJECT TO HST	\$5,329.50	
SUB-TOTAL		\$5,329.50

DISBURSEMENTS

NON TAXABLE	\$10.60	
SUBJECT TO HST	\$23.30	
SUB-TOTAL		\$33.90
HST at 13.00%		\$695.86

GRAND TOTAL

\$6,059.26

Amount payable on the current invoice	\$6,059.26
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$6,059.26</u>
Trust Balance	



PROFESSIONAL FEES:

- Apr 7, 18 Review offer to purchase of Aquicorp;
- Apr 9, 18 Meeting with B. Tannenbaum;
- Apr 10, 18 Review and respond to email from B. Tannenbaum re assignment of Kieswetter contract;
- Apr 18, 18 Telephone call with P. Spadafora re proposed amendments to offer;
- Apr 18, 18 Conference with S. Lavine to discuss amending APS;
- Apr 18, 18 Telephone conference call with B. Tannenbaum and J. Berger;
- Apr 18, 18 Review revised APS; conference with S. Lavine;
- Apr 18, 18 To meeting with H. Chaiton re agreement of purchase and sale submitted by Aquicorp and various changes required thereto; to revision of same; to e-mail correspondence to H. Chaiton enclosing clean and black lined copies of same; to meeting with H. Chaiton in connection therewith; to further revision thereof; to e-mail correspondence to H. Chaiton enclosing further revised drafts; to e-mail correspondence with C. Wilson in connection therewith;
- Apr 19, 18 Revise APS; conference with C. Wilson re schedules;
- Apr 24, 18 Revise APS and forward to P. Spadafora;
- Apr 24, 18 Telephone conference call with B. Tannenbaum and J. Berger re cash collateral;
- Apr 25, 18 Email from and conference with S. Lavine re cash collateral;



Apr 25, 18 Review amended APS and forward it to P. Spadafora;
 Apr 25, 18 To e-mail correspondence and meeting with H. Chaiton re reference to letters of credit in the agreement of purchase and sale; to amendment thereof; to e-mail correspondence to H. Chaiton enclosing clean and black lined copies of the further revised purchase agreement;
 To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	\$5,329.50
HST at 13.00%	692.84

DISBURSEMENTS:**Subject to HST:**

Teraview Charges Taxable	\$23.30	
		\$23.30

Non-Taxable:

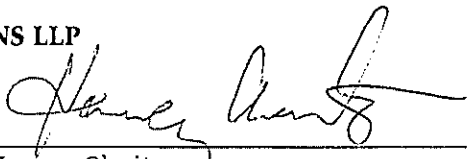
Teraview Charges Non-taxable	\$10.60	
		\$10.60

TOTAL DISBURSEMENTS	\$33.90
HST at 13.00%	3.03

GRAND TOTAL	\$6,059.26
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CHAITONS LLP

per:

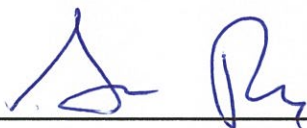

 A handwritten signature in black ink, appearing to read "Harvey Chaiton", is written over a horizontal line. Below the line, the name "Harvey Chaiton" is printed in a standard font.

 Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	\$695.00	5.10	\$3,544.50
SHERRI LAVINE	\$425.00	4.20	\$1,785.00
Total:		9.30	\$5,329.50

THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF HARVEY CHAITON
SWORN BEFORE ME THIS 14th
DAY OF MAY, 2018

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a cursive 'R' and a flourish.

A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey Chaiton	1982	20.10	\$695	\$13,969.50
Sam Rappos	2005	0.30	\$485	\$145.50
Sherri Lavine	2008	16.90	\$425	\$7,182.50
Total Hours and Amounts Billed		37.30		\$21,297.50
Average Hourly Rate			\$571	
Total Costs				\$1,199.04
Total Taxes (HST)				\$2,884.92
TOTAL				\$25,381.46

APPENDIX “J”

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

DUNSIRE (LANDSDOWN) INC.

Respondent

AFFIDAVIT OF MICHAEL ROTSZTAIN
(sworn May 10, 2018)

I, MICHAEL ROTSZTAIN, of the City of Toronto, in the Province of Ontario **MAKE OATH AND SAY AS FOLLOWS:**


1. I am a lawyer with the law firm of Goldman, Sloan, Nash and Haber LLP (“**GSNH**”). GSNH was engaged by RSM Canada Limited, in their capacity as Court-appointed Receiver of Dunsire (Landsdown) Inc. (the “**Receiver**”) to provide an opinion on the validity of the Applicant’s security, and as such I have knowledge of the matters to which I hereinafter depose.

2. Attached hereto is a copy of the account issued by GSNH to the Receiver totalling \$6,557.85 (comprised of fees of \$5,565.00, disbursements of \$238.41 and HST of \$754.44) with respect to this proceeding:

Exhibit "A" - Account for the period up to and including November 30, 2017

3. I confirm that the accounts described above accurately reflect the services provided by GSNH in this matter and the fees and disbursements claimed by it from November 27, 2017 to November 30, 2017.

SWORN before me at the City)
of Toronto, this 10th)
day of May, 2018)
)



JENNIFER STAM
A Commissioner For Taking Affidavits, etc.



MICHAEL ROTSZTAIN

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF MICHAEL ROTSZTAIN
SWORN BEFORE ME THIS 10TH
DAY OF MAY, 2018**



A Commissioner Etc.
JENNIFER STAM



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

RSM Canada Limited
11 King Street West
Suite 700, Box 27
Toronto, ON M5H 4C7
Canada

Billing Lawyer Michael Rotsztain
Invoice No. 166237
HST # 12233 6290 RT0001
Invoice Date February 21, 2018

Attention: Bryan A. Tannenbaum

Client ID: 100398 Matter ID: 0001

RE: Dunsire (Landsdown) Inc., (Receivership of)

FOR PROFESSIONAL SERVICES RENDERED for the period November 27, 2017 to November 30, 2017

Date	Professional	Narrative	Hours	Rate	Amount
11/27/17	MBR	Telephone calls and email correspondence with B. Tannenbaum and H. Chaiton on subject matter of security opinion;	0.50	575.00	287.50
11/27/17	MBR	Reviewing Applicant's receivership application record, including parcel register;	0.60	575.00	345.00
11/27/17	MBR	Telephone call and email correspondence with R. Ikeda on security opinion instructions and requirements;	0.30	575.00	172.50
11/27/17	RAI	Reviewing email from M Rotsztain re security opinion; telephone call with M. Rotsztain;	0.30	500.00	150.00
11/28/17	RAI	Reviewing file; instructing assistant re searches; reviewing search of title, instruments and plans; further instructions to assistant;	3.10	500.00	1,550.00
11/29/17	MBR	Reviewing documents and search material; revising charge opinion;	1.80	575.00	1,035.00
11/29/17	MBR	Reviewing amendments to charge opinion with R. Ikeda;	0.40	575.00	230.00



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Narrative	Hours	Rate	Amount
11/29/17	MBR	Telephone call to B. Tannenbaum regarding charge opinion;	0.10	575.00	57.50
11/29/17	RAI	Reviewing search notes; drafting security opinion; emailing draft opinion to M. Rotsztain; conferring with M Rotsztain re opinion;	2.10	500.00	1,050.00
11/30/17	MBR	Reviewing and commenting on amended charge opinion and reviewing changes with R. Ikeda; email to B. Tannenbaum transmitting opinion;	0.50	575.00	287.50
11/30/17	RAI	Reviewing file; conferring with M. Rotsztain re further revisions to security opinion; revising security opinion; email to M Rotsztain.	0.80	500.00	400.00
Sub-Total Fees:					5,565.00
HST on Fees:					723.45

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Rodney Ikeda	6.30	500.00	3,150.00
Michael Rotsztain	4.20	575.00	2,415.00
	10.50		5,565.00


DISBURSEMENTS

Laser Copies	51.75
Postage	1.76
Teraview Search Disbursement	119.30
Teraview Search Disbursement - Statutory Fee	65.60
Sub-Total Disbursements:	238.41
Disbursements marked with * indicate exempt	
HST on Disbursements:	30.99

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$754.44 HST): \$ 6,557.85

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Michael Rotsztain

E. & O. E.

MARSHALLZEHR GROUP INC.
Applicant

-and-

DUNSIERE (LANDSDOWN) INC.
Respondent
Court File No. CV-17-587118-00CL

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

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

(re approval of sale transaction and other relief)
(returnable May 23, 2018)

CHAITONS LLP
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Toronto, Ontario M2N 7E9

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**Lawyers for RSM Canada Limited,
Court-appointed Receiver**