

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

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

and

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

MOTION RECORD
(Motion Returnable September 28, 2020)

September 22, 2020

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SERVICE LIST
(as of September 2, 2020)

1711423 ONTARIO v. OLD MILL MARINA - Court File No. CV-20-00637615-00CL

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B E T W E E N:

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TAB 1

Court File No. CV-20-00637615-00CL

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B E T W E E N:

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NOTICE OF MOTION

MNP Ltd., in its capacity as Court-Appointed Receiver and Manager (and in such capacities, the "**Receiver**"), of all the assets, undertakings, and properties of Old Mill Marina (Kawagama) Limited (the "**Debtor**") pursuant to the Order of the Honourable Mr. Justice McEwen dated March 9, 2020 (the "**Appointment Order**") will make a Motion to a Judge presiding over the Commercial List on Monday, September 28, 2020 at 11:00 a.m., by way of video conference due to the COVID-19 pandemic, or as soon after that time as the Motion can be heard at the court house, 330 University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[] in writing under subrule 37.12.1(1) because it is ;

[] in writing as an opposed motion under subrule 37.12.1(4);

[X] orally.

THE MOTION IS FOR

- (a) Orders substantially in the form attached hereto as Schedule “A” and Schedule “B” including the following terms:
- (i) If necessary, abridging the time for service of this Motion Record, declaring that the motion is properly returnable on this day, and validating service of this Motion Record;
 - (ii) Approving the First Report to Court of the Receiver dated September 22, 2020 (the “**Report**”), and the conduct and activities of the Receiver as set out therein, including, without limitation, the sales and marketing process undertaken by the Receiver as described in the Report;
 - (iii) Authorizing and approving the Agreement of Purchase and Sale, by and between the Receiver, as vendor, and Pine Rock Holdings Limited (“**Pine Rock**”) as purchaser, later assigned by Pine Rock to 2771470 Ontario Inc., (the “**Purchaser**”) dated July 27, 2020 (the “**Sale Agreement**”);
 - (iv) Authorizing and approving the Receiver to enter into the Interim Operation and Occupation Agreement substantially in the form appended as an Exhibit to, and described in more detail in, the Report (the “**Interim Occupancy Agreement**”);

- (v) Authorizing the Receiver to take such steps as are necessary and appropriate to facilitate the completion of the Sale Agreement and the Interim Occupancy Agreement.
 - (vi) Vesting title to all of the purchased assets as contemplated by the Sale Agreement in the Purchaser, or as it may direct in writing.
 - (vii) Authorizing the Receiver to make a distribution from the proceeds of the realization of the assets of the Debtor in favour of the creditors entitled thereto, on the terms and in the amounts described in the Report.
 - (viii) Sealing the Confidential Appendix to the Report until such time as the sale transactions contemplated by the Sale Agreement is complete or by Order of this Honourable Court;
 - (ix) Approving the fees and disbursements of the Receiver and its counsel Torkin Manes, LLP as set out in the Report and the Fee Affidavits of representatives of the Receiver and its counsel respectively (collectively, the “**Fee Affidavits**”);
- (b) Such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

The Appointment of the Receiver and Description of the Property

1. Pursuant to the Appointment Order dated March 9, 2020 MNP was appointed receiver and manager of all the assets, undertakings and properties of the Debtor (the “**Property**”). The Debtor is a private Ontario corporation which maintained and operated a full-service marina facility from

owned-waterfront property municipally known as 1652 Russell Landing Road, Dorset, Ontario located on Kawagama Lake, in the District of Haliburton (included with the Property and separately referred to as the “**Real Property**”).

2. The Property includes approximately **97** boat slips on Kawagama Lake, fueling facilities, boat launch facilities, a main building containing an office area and a residential area (which is currently unoccupied), and smaller structures used for storage and maintenance. The Property also includes various chattels utilized in the operation of the marina, business records, goodwill and intellectual property.

3. The Debtor leased heated, indoor watercraft storage space located on a nearby property for winter storage of approximately 500 customer watercraft. The corporation that owns this nearby property is related by common control to the Applicant/senior secured creditor in this matter and has agreed to cooperate with the Receiver in terms of use of that storage space and a parallel sales process which will result in the purchaser of the Property also acquiring title to the storage property.

4. Since its appointment in March, 2020, the Receiver has taken control of the Property, consisting of the marina operations, as well as the customer watercraft. The Receiver operated the marina over the summer months. At the same time, the Receiver has conducted a sales process, as authorized by the Appointment Order, with the assistance and support of the Applicant/senior secured creditor. The sales process generated considerable interest and resulted in multiple offers to purchase the Property, one of which the Receiver has conditionally accepted, pending approval by this Honourable Court.

Specific Tasks Completed by the Receiver

5. Since its appointment, the Receiver has undertaken a number of duties, including:

- (a) reviewing the operations of the Debtor to assess the Receiver's needs to manage the business of the Company;
- (b) identifying all third-party property located at the Property, specifically customer's watercraft and other vehicles;
- (c) preparing statutory filings pursuant to section 245 and 246(1) of the *Bankruptcy and Insolvency Act*;
- (d) retaining certain employees of the Debtor to oversee daily operations;
- (e) arranging to borrow funds to operate the receivership by the issuance of a Receiver's Borrowing Certificate;
- (f) arranging for insurance coverage for the Property;
- (g) arranging for the registration of the Appointment Order against title to the Real Property;
- (h) corresponding with secured creditors, unsecured creditors and other stakeholders regarding the status and operations of the Debtor;
- (i) communicating with customers of the Debtor, including posting notices on the Receiver's website, the Debtor's website, and hosting of a virtual townhall meeting as well as by e-mail;

- (j) reviewing, approving and paying various operating disbursements;
- (k) preparing and filing applications for the Canada Emergency Wage Subsidy;
- (l) preparing and delivering documentation concerning the filing of Wage Earner Protection Program claims to former employees of the Debtor who were terminated prior to the date of the Appointment Order;
- (m) marketing the Property for sale (as described below);
- (n) negotiating an agreement of purchase and sale as described in greater detail below;
- (o) entering into an interim occupation and operating agreement with the Purchaser to allow for the Purchaser to continue operations from the date of the waiver of conditions on the accepted Sale Agreement to the date of obtaining an approval and vesting order for the Sale Transaction (the “**Interim Occupation and Operation Agreement**”); and
- (p) preparing its First Report to Court.

Sale Process

6. As part of its mandate pursuant to the Appointment Order, with the consent and approval of the first-ranking mortgagee of the Property, the Receiver engaged in a fulsome sale process in respect of the assets of the Debtor. The specific steps were taken by the Receiver to conduct the sale process are outlined in more detail in the Receiver’s Report to Court.

7. As stated above, the sales process generated significant interest in the Property. A total of 36 parties signed a non-disclosure agreement and were provided with access to the online

data-room. Five parties submitted offers prior to the Extended Bid Deadline. The Receiver identified the offer made by the Purchaser as the best and highest offer for the Property.

8. During the months of June and July, 2020, the Receiver entered into negotiations with the Purchaser, which culminated in the execution of the Sale Agreement, conditional upon Court Approval. The details of the Sale Agreement are set out in the Receiver's Report to Court.

The Residential Tenant

9. As of the date of the Appointment Order, the residential space located on the Real Property was occupied by a tenant and her children. The Receiver was provided with the authority to evict the residential tenant on 90 days' notice. The required 90-day notice was delivered by the Receiver to the tenant, who secured alternative housing for herself and her family in Huntsville, Ontario and has vacated the premises. Given the COVID 19 pandemic, the Receiver was concerned with the ability of the former tenant and her children to locate alternative, suitable housing. Fortunately, the tenant has been able to do so and the Receiver is in a position to deliver vacant possession of the Real Property to the Purchaser upon closing.

Interim Occupancy Agreement

10. With the approaching end of the boating season, significant concern has been expressed by customers of Old Mill as to whether winter storage will be available for the 2020/2021 winter months. As a result, in the Receiver's view, it is important to ensure continuity of operations and a relatively seamless transition of possession and operation of the marina to the Purchaser. To this end, the Receiver and the Purchaser entered into the Interim Occupancy Agreement in the form appended to the Report, subject to Court approval of the both the Interim Occupancy Agreement and the overall transaction recommended by the Receiver. .

11. The Interim Occupancy Agreement allows for the Purchaser to pre-emptively contact customers to prepare for the winterization and storage of watercraft to ensure that customers do not feel the need to utilize the services of a competing marina facility. It also permits the Purchaser to take possession of the Property and operate the marina pending closing of the Sale Transaction for its own account. In the event the Sale Transaction does not close for any reason, the Purchaser will be required to account to the Receiver for all proceeds of operations during the period in which the Purchaser is in possession of the Property pending closing.

Fuel Storage Issue

12. The Receiver has also dealt with the replacement of certain underground fuel storage tanks located on the Real Property. A recent Phase 2 environmental report in respect of the Property, obtained by the Receiver, indicates no environmental concerns with the Property. Nevertheless, in order to obtain suitable insurance for the Property, the Purchaser required the replacement of the underground storage tanks with above-ground tanks. The Receiver arranged for the replacement of the underground tanks with insurance-compliant, above-ground tanks. This work is ongoing, and some of this work may be completed post-closing. .

Conclusion re: Sales Process

13. The Sale Agreement resulted from a reasonable sales process and the Receiver has recommended to the Court that it approve same. It is just and equitable that this Honourable Court approve the sale process, the sale transaction, including the execution of the Sale Agreement and the Interim Occupancy Agreement, and approve the activities of the Receiver as set out in the Report, as well as the Report itself.

Distribution

14. Based on the recommendation of the Receiver, it is just and equitable for this Honourable Court to authorize the interim distribution from the estate as described in the Report to the two secured creditor(s) entitled thereto, namely, the Applicant and the Haliburton County Development Corporation.

15. The Receiver has obtained legal opinions to the effect that the mortgages held by these parties are valid and binding in accordance with their terms.

16. Based on date of registration, these two mortgages rank in first and second place in terms of the encumbrances against the Real Property and the Receiver is aware of no information that would suggest that the appropriate order of priority is other than as shown by date of registration.

17. The Receiver has obtained payout statements, including per diem interest rates, from those parties that appear to be accurate and in order.

18. The portion of the sale price for the Property that has been allocated in favour of Real Property exceeds the amount of the proposed distribution to the two mortgage creditors.

Fee Approval

19. The fees and disbursements of the Receiver (as shown on the fee Affidavit filed in support of this Motion) and the Statement of Receipts of Disbursements attached to the Report are fair and reasonable and it is respectfully submitted, should all be approved by this Honourable Court.

20. The fees and disbursements of counsel to the Receiver (as shown on counsel's fee Affidavit filed in support of this Motion) are fair and reasonable and should be approved.

21. Such further and other grounds as the lawyers may advise.

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

- (a) The Report of the Receiver dated September 22, 2020;
- (b) The Fee Affidavits filed by representatives of the Receiver and its counsel, respectively;
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 21, 2020

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Lawyers for the Receiver,
MNP Ltd.

TO: **THE SERVICE LIST**

RCP-E 37A (July 1, 2007)

SCHEDULE A

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 28 TH
)	
JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER
(Approval and Vesting)

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Pine Rock Holdings Limited ("**Pine Rock**") as purchaser, later assigned by Pine Rock to 2771470 Ontario Inc., (the "**Purchaser**") dated July 27, 2020 (the "**Sale Agreement**") and appended to the Report of the Receiver (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets

described in the Sale Agreement (the "**Purchased Assets**"), was heard this day by videoconference in accordance with Commercial List COVID 19 procedures.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Josset Johnson sworn September 22, 2020 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including, without limitation, the Interim Operation and Occupation Agreement attached as an Appendix to the Report by the Receiver.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement (and listed on Schedule B hereto) shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated March 9, 2020 (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in Land Registry Office No. 19, Land Titles Division of Haliburton, of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00637615-00CL

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

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c-B-3, and Rules 14.05(2), (3) (d), (g) and (h) of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable McEwen of the Ontario Superior Court of Justice (the "Court") dated March 9, 2020, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited (the "**Debtor**").

B. Pursuant to an Order of the Court dated September 28, 2020, the Court approved the agreement of purchase and sale made as of July 27, 2020 (the "**Sale Agreement**") between the Receiver and 2771470 Ontario Inc (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for

the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

Real Property: The property municipally known as 1652 and 1676 Russell Landing Road, Township of Algonquin Highlands, and legally described as PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS, being all of PIN 39115-0241 (LT), together with all buildings, structures, improvements, systems, chattels and fixtures situated or located thereon or therein.

Shop and yard equipment: See attached list.

The Purchaser acknowledges and agrees that the foregoing list is subject to the Vendor's right to sell or otherwise dispose of such equipment in accordance with the terms of the Sales Agreement.

Goodwill – Goodwill shall include, without limitation, the name “Old Mill (Kawagama) Limited”, all intellectual property of any nature or kind (including, without limitation, all trademarks and trade names) and the right to create and operate a website in respect of the Debtor's business and using such names, trademarks and trade names.

Warranties – Includes all warranties of any nature or kind relating to the Debtor's business or to any of the other Purchased Assets, subject to nothing herein shall be interpreted as implying that the Receiver has provided any independent representations or warranties regarding the Purchased Assets.

Client Lists – Includes contact information of past and current clients of the Debtor's business and related information in the Vendor's actual possession regarding past and current transactions with such client.

Schedule B Cont'd

Shop and Yard Equipment

Old Mill Marina (Kawagama) Limited Marina Equipment List - July 22, 2020

Equipment

- 1982 Lion LiftAll forklift
- 1990 Load Lifter forklift
- 1990 Massey Ferguson 55HP tractor with 8; blower
- Shop tools consistent with marine repair facility, including jacks, hoists, diagnostic equipment, specialty tools, air compressors and shop manuals
- Office equipment (computers, furniture, printers, filing cabinets)
- 2006 Legend 19' aluminum work boat w/ 115HP Mercury engine
- 1990's 21' Jon Boat w/ 60HP Mercury engine
- 2011 Ford F250

Trailers

- 3x Heritage Boat Trailers
- 3x Venture Yard Trailers
- 2x Legend trailers
- 3x tandem PWC trailers
- Phoenix pontoon trailer
- Sea-ray tandem trailer
- Hoosier hydraulic pontoon trailer
- Princecraft scissor pontoon trailer
- pontoon trailer (manufacturer unknown)
- 4pc snowmobile trailer (not serviceable)
- tri-axle trailer (for Steel barge)

Miscellaneous

- 18 boats, for parts
- 4 skidoo snowmobiles (not running)
- children's playhouse assembly
- assorted structural steel stock
- various sections of floating docks

Other Equipment

- 2008 15 hp Mercury 4-stroke outboard longshaft
- 2011 20 hp mercury 4-stroke outboard longshaft
- 2013 15 hp mercury 4-stroke outboard shortshaft
- 2013 15 hp mercury 4-stroke outboard longshaft
- 2013 9.9hp mercury longshaft pro kicker
- 20x assorted old outboards in disrepair/not running 5 hp to 25 hp
- Parts and tools consistent with Ski-Doo dealership (all from pre-2012)

Schedule C – Claims to be deleted and expunged from title to Real Property

The following instruments are to be discharged upon registration of the Vesting Order:

1. Instrument No. HA21205 registered on June 5, 2012, being a Charge in favour of Haliburton County Development Corporation in the principal amount of \$125,000 (the “**Haliburton Charge**”);
2. Instrument No. HA44419 registered on September 2, 2016, being a Charge in favour of 1711423 Ontario Limited (“**1711423**”) in the principal amount of \$750,000 (the “**1711423 Charge**”);
3. Instrument No. HA44420 registered on September 2, 2016, being a Notice of Assignment of Rents – General in favour of 1711423;
4. Instrument No. HA44421 registered on September 2, 2016, being a Postponement of Interest of the Haliburton Charge in favour of the 1711423 Charge;
5. Instrument No. HA53254 registered on March 1, 2018, being a Notice relating to the 1711423 Charge; and
6. Instrument No. HA60340 registered on June 18, 2019, being a Charge in favour of 1711423 in the principal amount of \$500,000.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Permitted Encumbrances with respect to the Property means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Real Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. 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 Real Property;
6. 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, provided that any such work orders, deficiency notices and any other noncompliance are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices, provided that such breaches are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Real Property; and

10. Without in any way limiting the generality of any of the foregoing, the following specific instruments registered on title against the Real Property:
- (a) Plan 19R203 deposited on April 23, 1971;
 - (b) Plan 19R752 deposited on June 10, 1975;
 - (c) Instrument No. H87622 registered on April 12, 1972, being a Transfer in favour of the Debtor and containing a subject to interest burdening the Real Property as noted in the legal description therefor; and
 - (d) Instrument No. HA64443 registered on March 10, 2020, being an Application to Register Court Order.

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

TORKIN MANES LLP

Barristers & Solicitors
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Fax: 1-888-587-9143

Lawyers for the Receiver, MNP Ltd.

SCHEDULE B

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 28 TH
)	
MR. JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER**(Re: Interim Distribution, Receiver's Conduct, Fees and Sealing)**

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver and manager (and in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties of Old Mill Marina (Kawagama) Limited (the "**Debtor**") for an order, among other things, approving the Report of the Receiver dated September , 2020 (the "**Report**") and the actions of the Receiver set out therein, sealing the Confidential Appendices to the Report, authorizing the Receiver to make an interim distribution, and approving the fees and disbursements of the Receiver and its counsel as shown in the Fee Affidavits (as hereinafter defined) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, including the Fee affidavits of Jerry Henechowicz for the Receiver and S. Fay Sulley for Torkin Manes LLP (collectively, referred as the “**Fee Affidavits**”) and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served pursuant to the applicable Commercial List service and filing protocols, as appears from the Proof of Service of Josset Johnson, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Report and the conduct and activities of the Receiver as described in the Report are hereby approved.
3. **THIS COURT ORDERS** that, following the completion of the sale transaction approved herein, the Receiver is hereby authorized to make the following distribution from the proceeds of the realization of the real property of the Debtor:
 - (a) the sum of \$863, 333.62 in favour of 1711423 Ontario Limited, plus per diem interest at the rate of \$130.68 starting from September 17, 2020 to the date of distribution, in full satisfaction of the indebtedness secured by the first mortgage registered as Instrument Number HA44419 against title to the Real Property described in Schedule “A”;
 - (b) the sum of \$82,576.70 in favour of Haliburton County Development Corporation, plus per diem interest at the applicable rate starting from the day immediately following this date of this Order to the date of distribution, in full satisfaction of the indebtedness secured by the first mortgage registered as Instrument Number HA21205 against title to the Real Property described in Schedule “A” ,
4. **THIS COURT ORDERS** that Confidential Appendices to the Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from all contents of the Court file, pending the earlier of (a) further Order of this Court; or (b) the expiry of 60 days following the date of the completion of the transaction(s) approved in this Order.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Torkin Manes LLP, as set out in the Report and the Fee Affidavits are hereby approved.

SCHEDULE A**Legal Description and Municipal Address of Real Property**

PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS, being all of PIN 39115-0241 (LT), municipally known as 1652 and 1676 Russell Landing Road, Township of Algonquin Highlands.

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Re Interim Distribution, Receiver's Conduct, Fees
and Sealing)**

TORKIN MANES LLP
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1711423 ONTARIO LIMITED
Applicant

- 1 -
-and-

OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for the Receiver, MNP Ltd.

TAB 2

Court File No. CV-20-00637615-00CL

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

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

and

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**FIRST REPORT TO THE COURT OF MNP LTD IN ITS CAPACITY AS RECEIVER
AND MANAGER OF THE ASSETS, UNDERTAKINGS, AND PROPERTIES OF
OLD MILL MARINA (KAWAGAMA) LIMITED**

September 22, 2020

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APPENDICES

Appendix “A” – Appointment Order dated March 9, 2020
Appendix “B” – Teaser
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Appendix “D” – Interim Operation and Occupancy Agreement
Appendix “E” – Receiver’s Interim Statement of Receipts & Disbursements
Appendix “F” – Affidavit of Jerry Henechowicz, Dated September 22, 2020
Appendix “G” – Affidavit of Fay Sulley, Dated September 22, 2020
Appendix “H” – Copy of first, second and third mortgages
Appendix “I” – Copy of Land Titles Parcel page in respect of the Real Property
Appendix “J” – PPSA search conducted on Company
Appendix “K” – Applicant’s Statement of Account
Appendix “L” – Haliburton County Development Corporation Payout Statement
Confidential Appendix “1” – Summary of Sale Process Offers
Confidential Appendix “2” – Sale Agreement

INTRODUCTION

1. On March 9, 2020, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an order (the “**Appointment Order**”), *inter alia*, appointing MNP Ltd. (the “**Receiver**”) as receiver and manager of all the assets, undertakings and properties of Old Mill Marina (Kawagama) Limited (“**Old Mill**” or the “**Company**”) acquired for, or used in relation to the business carried on by the Company (collectively, the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. Old Mill is a private Ontario corporation which maintained and operated a full-service marina facility from an owned waterfront property municipally known as 1652 Russell Landing Road, Dorset, Ontario located on Kawagama Lake, in the District of Haliburton (included with the Property and separately referred to as the “**Real Property**”).
3. The Property includes 97 boat slips on Kawagama Lake, storage and fueling facilities, boat launch facilities, a main building containing service bays, retail store and an office area, a residential waterfront home, currently unoccupied, and other smaller structures used for storage and maintenance. The Property also includes various chattels utilized in the operation of the marina, business records, goodwill and intangible property.
4. The Company had use of two (2) indoor watercraft storage buildings (the “**Storage Facilities**”) to store its customers’ watercraft during the winters. The Storage Facilities are owned by 1801552 Ontario Limited (“**180 Corp**”), an entity related by common control to the Applicant, who is a senior secured creditor in this matter. As such, 180 Corp has cooperated with the Receiver by allowing the Receiver full access and use of Storage Facilities throughout these proceedings in exchange for the Receiver paying the Storage Facilities’ operating costs.
5. Since its appointment on March 9, 2020, the Receiver has taken control the Property of the Company and, with the access granted by 180 Corp, approximately four hundred (400) watercraft and related equipment (the “**Customers’ Boats**”) owned by customers and located at the Property and Storage Facilities. The Receiver re-started the marina operations, which had been dormant for the winter season at the time of the appointment of the Receiver, prepared for the spring launch of all Customers’ Boats and operated the marina over the summer months.
6. In addition, the Receiver has conducted a sales process in respect of the Property and business of Old Mill on a going concern basis, as authorized by the Appointment Order. The sales process has resulted in multiple offers to purchase the Property, one of which the Receiver has conditionally accepted, pending approval by this Honourable Court.

7. It should be noted by the Court that this entire receivership has occurred against the backdrop of the COVID-19 pandemic and resultant state of emergency as declared by the Province of Ontario, which has, at times, added to the complexity of this Receivership. The Receiver and its counsel have been required to ensure that the operation of the marina conformed to applicable COVID-19 safety guidelines.

CIRCUMSTANCES LEADING TO THE APPOINTMENT OF THE RECEIVER

8. The circumstances leading to the appointment of the Receiver, are set out in the Affidavit of John Carl Hubble, sworn March 6, 2020 (the “**Hubble Affidavit**”) in support of the initial Receivership Application, brought by the Applicant, including the following:
 - a. the Applicant advanced two separate loans to Old Mill in the total principal amount of \$1,250,000, secured by the first-ranking and a third-ranking mortgages registered against title to the Real Property, as well as a general security agreement and a PPSA registration against the personal property of Old Mill;
 - b. Old Mill has been in default of its payment obligations to the Applicant since January 2019;
 - c. on February 26, 2020, Mr. Robert Walliser (“**Walliser**”), a director and principal of the Company and notified the Applicant that all of the Company’s employees were terminated and that he had abandoned the Property (save and except for a residential home on the premises, which was occupied by his wife, also one of the directors and her children). At that time the Customers’ Boats were still in prepaid winter storage from the previous year/season;
 - d. on March 3, 2020, the Applicant issued written demand for repayment of all and amounts due and owing and issued to the Company a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”);
 - e. as stated earlier in this Report, the Company utilized the Storage Facilities from 180 Corp. The Storage Facilities comprise two (2) indoor structures (one of which was heated) that were designed built for the purpose of storing watercraft. The Storage Facilities. At the time of the Company’s abandonment, no arrangements had been made for the continued supply of propane to heat and protect certain of the Customers’ Boats in the heated storage and no arrangements for the orderly return/release of Customers’ Boats still in winter storage in the spring. Given these concerns an immediate application was made for the Court-appointment of a

receiver to take control of the Property and arrange for an orderly return of Customers' Boats.

9. A copy of the Appointment Order, together with related Court documents and all reports with respect of this matter are available on the Receiver's website, which can be found at <https://mnpdebt.ca/oldmillmarina>.

PURPOSE OF THIS REPORT

10. The purpose of this Receiver's first report (the "**First Report**") is to:

- a. update the Court with respect to:
 - i. the activities of the Receiver since the date of the Appointment Order including describing the Receiver's operation of the marina, completing the spring launch of all Customers' Boats and rental of boat slips to water access only customers; and
 - ii. the results of the Sale Process (as such term is later defined) conducted by the Receiver;
- b. provide information to the Court in support of the Receiver's request for orders, *inter alia*,
 - i. approving the First Report and the conduct and activities of the Receiver as set out therein;
 - ii. approving the Agreement of Purchase and Sale dated July 27, 2020 (the "**Sale Agreement**") entered into between the Receiver, as vendor, and Pine Rock Holdings Limited ("**Pine Rock**") as purchaser, later assigned by Pine Rock to 2771470 Ontario Inc., (the "**Purchaser**") and the transaction contemplated therein (the "**Sale Transaction**") ;
 - iii. authorizing the Receiver to take such steps as are necessary and appropriate to facilitate the closing of the Sale Transaction;
 - iv. vesting title in and to the Purchased Assets (as such term is later defined) in the Purchaser or as it may direct, free and clear of any encumbrances, save and except as otherwise contemplated by the Sale Agreement;
 - v. sealing the Confidential Appendices "1" and "2" noted in this Report until such time as the Sale Transaction is closed or by further order of the Court;

- vi. approving the fees and disbursements of the Receiver and its counsel Torkin Manes, LLP as set out in this Report and the Fee Affidavits of Jerry Henechowitz and S. Fay Sulley (collectively, the “**Fee Affidavits**”);
- vii. approving the Receiver’s Interim Statement of Receipts and Disbursements dated September 10, 2020; and
- viii. authorizing the Receiver to make a distribution from the funds realized by the Receiver and after the closing of the Sale Transaction, in favour of those creditors, and in the amounts, as set-out later in this Report.

DISCLAIMER AND TERMS OF REFERENCE

11. In preparing this Report, the Receiver has relied on information (the “**Information**”) regarding the Company and the Property:
 - a. included in the Application/Motion Records and other materials filed with the Court in connection with these proceedings, including the Hubble Affidavit;
 - b. provided by the Company’s directors and management, the Applicant and its respective legal counsel;
 - c. located in Old Mill’s available books and records; and
 - d. otherwise made available or provided to the Receiver and its counsel.
12. Except as described in this Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada Handbook.
13. All currency references contained herein are in Canadian Dollars, unless otherwise specified. All capitalized terms not otherwise defined herein shall have the meanings as defined in the Appointment Order, unless otherwise specified.

RECEIVER’S ACTIVITIES

14. Since its appointment, the Receiver has performed the following activities:
 - a. taking possession and control of the Property including a review of the operations of Old Mill to assess the Receiver’s needs to restart and manage the business of the Company;

- b. arranging to borrow \$75,000 from Kirkfield Holdings Limited (“**Kirkfield**”), a party related to the Applicant, by the issuance of a Receiver Certificate in order to fund operations during the receivership period prior to the receipt of proceeds from operations;
- c. identifying and inventorying all third-party property located at the Property, specifically the Customers’ Boats;
- d. reactivating the Old Mill’s business to facilitate summer slip rentals, spring launch and release of the Customers’ Boats to their owners (the “**Operations**”);
- e. preparing statutory filings pursuant to Section 245 and 246(1) of the BIA;
- f. retaining certain employees of Old Mill to facilitate the Operations;
- g. arranging for insurance coverage for the Property;
- h. arranging for the registration of the Appointment Order against title to the Real Property;
- i. corresponding with secured creditors, unsecured creditors and other stakeholders including the Lake Kawagama Cottage Owners Association regarding the status and operations of Old Mill;
- j. communicating with customers of Old Mill, including by posting of notices on the Receiver’s website, Old Mill’s website, hosting of a virtual townhall meeting as well as by e-mail;
- k. reviewing, approving and paying various operating disbursements;
- l. preparing and filing applications for the Canada Emergency Wage Subsidy (“**CEWS**”);
- m. preparing and sending documentation concerning the filing of Wage Earner Protection Program claims to former employees of Old Mill who were terminated prior to the date of the Appointment Order;
- n. conducting the marketing and sale process for the Property and the Company’s going-concern business (the “**Sale Process**”), as described in greater detail below;
- o. negotiating of the Sale Agreement as described in greater detail below;
- p. negotiating and entering into the Interim Occupancy Agreement described below; and

- q. preparing this First Report.
15. Throughout this time the marina operations were subject to the provincial government operating regulations and other restrictions to prevent the spread of Covid. These measures added significant difficulties and costs to ensure the safe operation of the Marina through the Receiver's mandate.

SALE PROCESS

16. The following steps were taken by the Receiver to conduct in the Sale Process:
- a. on March 23, 2020, the Receiver distributed a brief interest solicitation letter (the "**Teaser**") via e-mail to prospective purchasers. The distribution list included:
 - i. companies identified by management of Old Mill as potentially having an interest in the business;
 - ii. over 100 established Canadian marina operators with operations within southern Ontario;
 - iii. Canadian and US-based venture capital firms;
 - iv. Canadian real estate development firms; and
 - v. companies known by the Receiver and its affiliated MNP Corporate Finance practice to invest in marinas.

A copy of the Teaser is attached hereto as **Appendix "B"**

- b. the Receiver initially set the Offer Deadline at May 15, 2020. Due to the provincial government COVID-19 regulations (the "**COVID19 Regulations**") and inability to begin on-site property tours, the Offer Deadline was extended to June 12, 2020;
- c. on March 23, 2020, a notice was published on the Boating Ontario website advertising the acquisition opportunity of the Property and business of Old Mill. Included on the website posting was a copy of the Teaser;
- d. on May 12, 2020, the Receiver advertised the acquisition opportunity in the National Post newspaper. A copy of the advertisement is attached as **Appendix "C"**;

- e. Notice of the sale was published in the *Insolvency Insider* e-mail publication on April 20th and 27th, May 4th, 11th, 19th, and 25th and June 1st and 8th, 2020; and
 - f. a secure online data room was set up containing additional information and documents in respect of the Company and its business and assets, including a Confidential Information Memorandum that included the basic terms and conditions of sale and the standard form of offer to be used to submit the offer. Access to the online data room was provided to all interested parties that signed a confidentiality and non-disclosure agreement (“NDA”).
17. Prospective purchasers were provided with the opportunity to conduct site tours beginning on May 19th, 2020, which was the first date on which marinas were permitted to operate pursuant to COVID-19 Regulations.

The Storage Facilities

18. 180 Corp, the owner of the Storage Facilities advised the Receiver prior to the commencement of the Sale Process that it was open to selling the land and buildings that comprise the Storage Facilities to the successful party purchasing of the Property, given that the Storage Facilities were an integral part of business operations of the marina and its winter watercraft storage program. Any sale transaction for the Storage Facility would be completed separately but also concurrently between 180 Corp and the purchaser of the marina.
19. Accordingly, the Receiver facilitated communications between 180 Corp and potential purchasers with respect to the potential acquisition of the Storage Facilities.

Sale Process Results

20. Interested parties were requested to submit their offers using a standard form that was placed in the data room.
21. Following the sending of in excess of 200 Teasers to potential purchasers and advertisement of the Sale Process, a total of thirty-six (36) parties signed an NDA and were provided with access to the online data room.
22. Offers were due by 5:00 PM (Toronto Time) on June 12th, 2020 (the “**Bid Deadline**”). An offeror requested an additional seven (7) days to submit an offer as there were significant delays in obtaining financial commitments from certain lenders due to the impact of COVID-19. The Receiver agreed to allow for the one-week extension with a revised bid deadline of 5:00 PM (Toronto Time) on June 19th, 2020 (the “**Extended Bid Deadline**”).

23. Five (5) parties submitted offers prior to the Extended Bid Deadline. A summary of the five offers received is attached as **Confidential Appendix “1”**.
24. The Receiver identified an offer from Pine Rock as the best and highest offer for the Property with the highest likelihood of being completed. Between June 19, 2020 and July 27, 2020, the Receiver entered into negotiations with the Pine Rock, which culminated in the Sale Agreement with the Purchaser. During this period the Purchaser was entering into agreements with 180 Corp. for the purchase of the Storage Facilities, a condition precedent to the Sale Transaction.
25. The material terms of the Sale Agreement include:
- a. **Purchased assets:** the assets to be purchased (the “**Purchased Assets**”) included
 - i. Substantially all of the Property, other than accounts receivable and cash as identified in the Sale Agreement;
 - ii. Real Property - the Real Property and a residential property located adjacent to the Real Property municipally known as 1676 Russell Landing Road;
 - iii. Goodwill – including the business name and all other intangible property; and
 - iv. Client Lists and Intellectual Property – including contact information of past and current clients of Old Mill’s business and related information in the Receiver’s actual possession regarding past and current transactions with such clients.
 - b. **Purchase price:** the final purchase price in the Sale Agreement attached as **Confidential Appendix “2”** and subject to closing adjustments for:
 - i. specific inventory and equipment sales by the Receiver prior to closing;
 - ii. shared costs of for the removal of underground fuel tanks and installation of above ground fuel tanks; and
 - iii. other standard closing adjustments for a real property sale.
 - c. **Deposit:** a deposit of \$125,000 has been received by the Receiver’s counsel;
 - d. **Closing date:** pursuant to the terms of the Sale Agreement, the Sale Transaction is to close within thirty (30) days of the end of a due-diligence period. The conditions to closing were waived by the Purchaser on August 27, 2020, thereby

ending the due-diligence period. Closing is therefore to be on September 26, 2020 and may be earlier if such is agreed to by the parties.

- e. **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” bases, with limited representations and warranties.
- f. **Material Conditions:** the only remaining outstanding condition under the Sale Agreement are:
 - i. vacant possession of the Property including the residence; and
 - ii. the Court granting the Approval and Vesting Order.

Interim Occupancy Agreement

26. With the approaching end of the boating season, significant concerns have been expressed by customers of Old Mill as to whether winter storage will be available for the 2020/2021 winter months. As a result, in the Receiver’s view, it is important to ensure continuity of operations and a relatively seamless transition of possession and operation of the marina to the Purchaser. To this end, the Receiver and the Purchaser entered into the Interim Occupation and Operation Agreement dated September 5, 2020 (the “**Interim Occupancy Agreement**”). The Interim Occupancy Agreement allows for the Purchaser to pre-emptively contact customers to prepare for the winterization and storage of watercraft to ensure that customers do not feel the need to have their watercraft serviced and stored by a competing marina facility. **The Interim Occupancy Agreement is attached as Appendix “D”.**
27. The Interim Occupancy Agreement also permits the Purchaser to occupy the Real Property and operate the marina pending closing of the Sale Transaction for its own account. In the event the Sale Transaction does not close for any reason, the Purchaser will be required to account to the Receiver for all proceeds of operations during the period in which the Purchaser is in possession of the Property pending closing. In addition, any customer payments for winter storage are to be held in trust by the Purchaser and only released to the Purchaser following closing of the Sale Transaction.

The Residential Occupant

28. In the Appointment Order, the Receiver was provided with the authority to evict the occupant on 90 days’ notice. The required 90-day notice has been provided by the Receiver to the tenant, who has agreed to leave the premises prior to closing and has indicated that she has secured alternative housing for herself and her family in Huntsville, Ontario. By email dated September 17, 2020, the occupant confirmed that she had

vacated the house and removed her personal belongings. The Receiver is satisfied that the tenant has located suitable alternative housing and that it is now in a position to deliver vacant possession of the Real Property to the Purchaser upon the closing of the Sale Transaction.

Fuel Storage and Insurance Issue

29. The Receiver also dealt with the replacement of certain underground fuel storage tanks located on the Real Property. A recent Phase 2 environmental report in respect of the Property, obtained by the Receiver, indicates no environmental concerns with the Property. In order for the Purchaser to obtain suitable insurance for the Property post-closing, the Purchaser required the removal and replacement of the underground storage tanks with above-ground tanks as well as additional environment testing by Pinchin Environmental Services (“**Pinchin**”) of the soil in the area surrounding the underground tanks. The Receiver and Purchaser agreed to equally share the estimated costs of approximately \$70,000 as a closing adjustment.
30. The underground tanks removal and additional soils tests by Pinchin were completed on September 11, 2020. Preliminary reports from Pinchin indicate no evidence of environmental contamination caused by the underground tanks. Arrangements are in place for the installation of insurance-compliant, above-ground tanks, which work will be completed post closing, at the expense of the Receiver.

SALE AGREEMENT RECOMMENDATIONS

31. The Receiver recommends that the Court issue an order approving the Sale Agreement and authorizing the Receiver to complete the Sale Transaction and vesting title to the Property (including the Real Property) in the Purchaser for the following reasons:
 - a. the Sale Process was conducted in accordance with the Appointment Order;
 - b. the market was widely canvassed for approximately twelve (12) weeks using several marketing techniques, including direct solicitation to prospective purchasers, online advertisements and newspaper advertisement;
 - c. the Sale Transaction represents the highest and best offer received during the Sale Process with the highest likelihood of closing;
 - d. the end of the boating season is approaching and without incurring significant costs to continue operations, as well as requiring arrangements to be made for the use of the Storage Facilities, the Receiver is not able to offer continuing marina operations, which would result in large customer loss and greatly diminishing the value of Old Mill;

- e. in the event the Sale Transaction is not completed, the Applicant has advised the Receiver that it is not prepared to fund the significant costs and professional fees needed to continue the operations of the marina. Without such funding, the Receiver would have no alternative but to offer the Property for sale on an “as is where is” after liquidation of all inventory and marina equipment. It is unlikely, in such a circumstances, that the marina would be in a position to continue as a going concern. Since the Marina provides a critical service for water access only cottagers on Kawagama Lake, its shutdown would severely hamper these cottagers ability to access their cottages and likely have a significant negative impact on the access to and value of their properties.
 - f. completion of the Sale Transaction would provide ongoing permanent and seasonal employment;
 - g. absent the Sale Transaction, a protracted marketing period will continue to be necessary. The ongoing professional fees would likely further erode the proceeds available for distribution with no certainty that a superior transaction could be completed; and
 - h. the Applicant has advised that it supports the Sale Transaction notwithstanding that the proceeds of realization are significantly less than the amounts owing to it from the Company.
32. In the Receiver’s opinion, the Sale Transaction represents the best and highest offer for the Property and the Sale Process was fair and reasonable. The Receiver made sufficient effort to obtain the best price and has not acted improvidently. Accordingly, the Receiver respectfully requests that the Court approve the Sale Transaction, grant an order vesting the right, title and interest in the Property to the Purchaser and authorize the Receiver to take all steps necessary to complete the Sale Transaction.

CONFIDENTIAL APPENDICES

33. The Receiver is of the view that **Confidential Appendices “1” and “2”** should remain sealed until the earlier of 60 days following the closing of the Sale Transaction or further order of the Court, as the information contained therein is commercially sensitive and could prejudice the sale of the Property in the event the Sale Transaction does not close. The Receiver does not believe that any party will suffer prejudice if the Confidential Appendices are sealed in this manner.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

34. Attached as **Appendix “E”** is the Receiver’s Interim Statement of Receipts and Disbursements for the period of March 9, 2020 to September 10, 2020. During this period receipts were \$398,747.90 and disbursements were \$341,396.27 resulting in an excess of receipts over disbursements of \$57,351.63. The balance is exclusive of the \$125,000 deposit from the Purchaser which is currently being held in trust by Torkin Manes.

PROFESSIONAL FEES

35. The Receiver’s accounts total \$312,525.25 in fees and disbursements, plus HST of \$41,132.29, for a total amount of \$357,534.50 for the period of March 1, 2020 to August 31, 2020. The Receiver’s estimated fees to complete its administration will not exceed \$20,000, plus HST (the “**Receiver’s Accounts**”). Copies of the Receiver’s Accounts, together with a summary of the accounts, total billable hours charged and the average hourly rate, are set out in the Affidavit of Jerry Henechowicz sworn September 22, 2020, attached hereto as **Appendix “F”**.

36. The accounts of the Receiver’s Counsel, Torkin Manes, total \$90,694.56 in fees and disbursements and \$11,762.55 in HST for a total of \$102,457.11 for the period of March 2, 2020 to September 22, 2020. Torkin Manes’ estimated fees through to the completion of the Receivership administration will not exceed \$10,000, plus HST (the “**Torkin Manes’ Accounts**”). Attached hereto as **Appendix “G”** is a copy of the Fee Affidavit of S. Fay Sulley sworn September 22, 2020, attaching the Torkin Manes’ Accounts and a summary of the personnel, hours and hourly rates described in the Torkin Manes’ Accounts.

37. The average hourly rates for the Receiver and Torkin Manes for the referenced billing periods were \$350.82 and \$415.50, respectively.

38. The Receiver is of the view that the hourly rates charged by Torkin Manes are consistent with the rates charged by corporate law firms practicing in the area of insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

STATUTORY PRIORITIES

Unremitted Employee Source Deductions and HST

39. Due to COVID-19 operating restrictions, Canada Revenue Agency (“**CRA**”) has not been able to complete a trust examine to confirm the amount, if any, of unremitted employee source deductions and HST.

40. Based on the Receiver's initial review of the Company's records, it does not appear that there are any liability for unremitted employee source deductions.
41. With respect to unremitted HST, the Receiver was advised that by Walliser that CRA had assessed the Company for approximately \$300,000 related to inventory transfers between the Company and a related entity Old Mill Marina (Lake of Bays) Limited. The Receiver understands, based on information provided by Walliser, that this assessment was not outstanding as of the date of the advance and registration of the Applicant's 1st mortgage, which, by implication means that it was not outstanding at the time of the registration of the second-ranking mortgage in favour of Haliburton County Development Corporation ("HCDC")¹ outstanding at the time the Company granted the 3rd Mortgage and GSA to the Applicant.
42. The Receiver has not received documentation from CRA on the basis and timing of this assessment and will reserve this amount, as applicable, from any expected distribution.

Employee WEPP Claims

43. When terminated by the Company, all employees were paid any outstanding wages and vacation pay. In its administration of the WEPP program, the only claims filed by employees were for unpaid termination pay. Accordingly, the Receiver does not anticipate any priority claims in respect of WEPP.

SECURED CREDITORS AND MORTGAGEES

44. Copies of the 1st Mortgage, 2nd and 3rd Mortgages are attached as **Appendix "H"**. A copy of the parcel register in respect of the property is attached as **Appendix "I"**. A copy of a summary of a PPSA search conducted against Old Mill is attached as Appendix **"J"**.

1711423 Security

45. As set out above, the Applicant, 1711423 Ontario Limited, holds a first-ranking mortgage (the "**1st Mortgage**") registered against title to the Real Property on September 2, 2016 as Instrument number HA44419. In addition, it holds a third-ranking mortgage (the "**3rd Mortgage**") registered against title to the Real Property on June 18, 2019 as Instrument number HA60340.

¹ The HCDC mortgage was registered in 2012. The HCDC subsequently, its interest in favour of the Applicant's first mortgage in the principal amount of \$750,000. By definition, if the CRA assessment was not outstanding as of the date of the advance and registration of the Applicant's first mortgage, it cannot have been outstanding as of the date of the advance and registration of the HCDC mortgage.

46. The Applicant also holds personal property security against the personal property of Old Mill in the form of a General Security Agreement (“GSA”). The Applicant has registered its security interest pursuant to the PPSA. Based on a statement of account provided by the Applicant’s counsel, the balance due to the Applicant in respect of the 1st Mortgage is \$828,978.08 plus an allocation of the Applicant’s total legal fees of \$50,174.27 (to be added to the mortgage balance pursuant to the standard charge terms associated with the mortgage) of \$34,355.54, for a total due and owing pursuant to the 1st mortgage of \$863,333.62 as of September 17, 2020. A copy of the Applicant’s Statement of Account as at September 17, 2020 is attached as **Appendix “K”**.

Haliburton County Development Corporation Security

47. As set out above, the Haliburton County Development Corporation (“HCDC”) holds as security a second ranking mortgage (the “2nd Mortgage”) against the Real Property . registered on June 5, 2012 as Instrument number HA21205. On September 2, 2016, a Postponement of Charge was registered against title to the Real property pursuant to which the HCDC mortgage was postponed in favour of the Applicant’s first mortgage. Based on a payout statement provided by HCDC, the Company will be indebted to HCDC in the amount of \$82,576.70 as at September 28, 2020. A copy of the HCDC payout statement is attached as **Appendix “L”**.

Security Opinions

48. The Receiver’s Counsel, Torkin Manes, has provided an opinion on the validity and enforceability of the Applicant’s security and the HCDC security. The opinion provides that, subject to the standard assumptions and qualifications contained therein:
- a. the Applicant holds a valid and perfected security interest in the Company’s personal assets as set out in the general security agreement, duly registered pursuant to the PPSA; and
 - b. the Applicant mortgages and the HCDC mortgage constitute valid and enforceable charges against title to the Real Property.

PRIORITY

49. Neither the Receiver nor its counsel are aware of any reason why the priority of the Applicant mortgages and the HCDC mortgage would not be determined by date of registration, taking into account the postponement agreement registered against title to the Real Property.

50. With respect to any HST liability that may be asserted at a later date by CRA, the Receiver and its counsel are of the view that the available evidence demonstrates that the 1st mortgage in favour of the Applicant and the 2nd mortgage in favour of HCDC were fully-advanced prior to the date on which any HST liability could possibly have arisen in connection with the Old Mill related party transactions.
51. Accordingly, the Receiver is of the view that the 1st and 2nd mortgages registered against title to the Real Property constitute “prescribed security interests” pursuant to the Excise Tax Act and hold priority over any subsequent interest in that specific property that may be asserted at a later date by CRA.

ALLOCATION OF PURCHASE PRICE BETWEEN REAL PROPERTY AND PERSONAL PROPERTY

52. Pursuant to the terms of the Sale Agreement, the Purchaser is required to allocate the total overall purchase price between the Real Property and personal property. Although not finalized, the portion of the purchase price allocated to Real Property will not be less than is \$1,000,000. The Receiver is of the view that it is appropriate at this time to issue a distribution to the Applicant and to HCDC from the proceeds of the transaction specifically allocated to Real Property.

DISTRIBUTION

53. The Receiver recommends, in light of the above, that it be authorized to distribute:
- a. \$80,702.50 to Kirkfield to repay the funds advanced to the Receiver by way of Receiver’s Certificate;
 - b. \$863,333.62 to 1711423 on account of its 1st Mortgage; and
 - c. \$82,576.80 to HCDC on account of its 2nd Mortgage.

This distribution will leave in the estate more than sufficient funds to cover future professional fees, estimated CRA or employee liabilities or any other contingencies that may arise.

CONCLUSION AND RECOMMENDATION

54. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make order granting the relief detailed in paragraph 6(b) of this Report.

All of which is respectfully submitted, this 22nd day of September 2020.

MNP LTD.,

Solely In Its Capacity As Court-Appointed

Receiver And Manager Of Old Mill Marina (Kawagama) Limited

And Not In Its Personal Or Corporate Capacity



Per:

Jerry Henechowicz CPA, CA, CIRP, LIT

Senior Vice President

30790.0004/17505846_1

TAB A

Court File No. CV-

CV-20-00637615-00CL

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

THE HONOURABLE MR.)

MONDAY, THE 9TH

JUSTICE MCEWEN)

DAY OF MARCH, 2020

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent



**ORDER
(Appointing the Receiver)**

THIS APPLICATION made by 1711423 Ontario Limited (the "Lender") 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 MNP Ltd. as receiver and manager (and in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Old Mill Marina (Kawagama) Limited (the "Debtor"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Carl Hubble sworn March 6, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Lender, no one appearing for the Debtor although duly served as appears from the affidavit of service of Lynda Christodoulou sworn March 6, 2020 and on reading the consent of MNP Ltd. 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, MNP Ltd. 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**").

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 take possession of boats or any other tangible personal property belonging to a third party (the "**Third Party Property**") and located either on the Property or on the property municipally known as 1569 Russell Landing, Dorset Ontario;
- (c) to receive, preserve, and protect the Property and the Third Party Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property and the Third Party 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;
- (d) 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

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

- (e) 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;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to market the Property for sale free and clear of any rights of occupation of the Property by Jennifer Walisser and Robert Walisser;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) if requested by the purchaser, to deliver vacant possession of the Property upon ninety (90) days notice in writing to Jennifer and Robert Walisser;
 - (n) 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;
 - (o) 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;
 - (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (q) 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;

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- (r) 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;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to conduct a process for identification and verification of the proprietary claims of parties to the Third Party Property and to require any party wishing to make a proprietary claim to any Third Party Property to file a proof of claim in the form acceptable to the Receiver;
- (u) to return the Third Party Property to persons holding proved proprietary claims to such Third Party Property upon payment by such persons of the Receiver's reasonable fees and disbursements associated with the return of the Third Party Property; and
- (v) 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 or information regarding the Property in such Person's possession or control, shall grant immediate and continued access to the Property or information

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regarding the Property to the Receiver, and shall deliver all such Property or information 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 4 or in paragraph 5 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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

8. **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

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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

15. **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

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

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **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.

19. **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

20. **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 \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **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.

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

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. **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

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orders that a Case Website shall be established in accordance with the Protocol with the following URL '[http://www.mnpdebt.ca/old mill marina](http://www.mnpdebt.ca/old_mill_marina)'.

25. **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.

GENERAL

26. **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.

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

28. **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.

29. **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

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proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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



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

MAR 09 2020

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

1711423 ONTARIO LIMITED

Applicant

-and-

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

CHATONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)

Tel: (416) 218-1161

Fax: (416) 218-1844

Email: maya@chaitons.com

Lawyers for the Applicant

TAB B

OLD MILL MARINA (KAWAGAMA) LIMITED INVITATION FOR OFFERS



Old Mill Marina (Kawagama) Limited (“**OMM**”) is a full-service marina located on the Lake Kawagama focused on enhancing the cottage experience for Dorset area cottagers. OMM first opened in the mid-1950s to the growing demands for slips on Kawagama Lake. Over the past 60 years, OMM has undergone numerous expansions and updates, rents approximately 90 slips to water access cottagers on Lake Kawagama as well as providing winterizing and indoor and outdoor winter storage for over 500 boats. In addition, OMM’s property includes a 1,500 sq. ft. fully winterized waterfront cottage.

MNP Ltd., in its capacity as Court-Appointed Receiver and Manager (the “**Receiver**”) of OMM is soliciting offers to purchase the assets and business of OMM on a going-concern or other basis. A confidential information memorandum that includes the Receiver’s terms of sale and access to a secure on-line data room in respect of this opportunity will be provided prospective purchasers upon executing a confidentiality and non-disclosure agreement. Please visit the Receiver’s website, www.MNPdebt.ca/oldmillmarina for additional publicly available information regarding these proceedings and a copy of the confidentiality and non-disclosure agreement.

In addition to the approximate 8.5 acres on a 1,050 foot waterfront marina property owned by OMM, as part of the sale process interested parties will be provided with an opportunity to purchase the adjacent property that houses two indoor boat storage buildings currently leased by OMM.

Offers must be received by the Receiver no later than **5:00 p.m. (Toronto time) on May 15, 2020**. Please note that the completion of any sale of the Property is subject to Court approval. The Receiver reserves the right to terminate or extend this sale process at its sole and absolute discretion.

CONTACTS:

MNP LTD.
300 – 111 Richmond Street West
Toronto, ON M5H 2G4

Michael Litwack
T: 647.475.4589
F: 416.596.7894
E: michael.litwack@mnp.ca

Patrice Bigaignon
T: 416.263.7074
F: 416.596.7894
E: patrice.bigaignon@mnp.ca

TAB C

**FULL-SERVICE MUSKOKA/HALIBURTON
REGION
MARINA ACQUISITION OPPORTUNITY**

MNP Ltd., in its capacity as court-appointed receiver and manager of Old Mill Marina (Kawagama) Ltd (“OMM”) is inviting offers for the purchase of OMM’s assets and business on a going-concern basis. OMM is a full-service marina located on Kawagama Lake, near Dorset, Ontario with approximately 90 slips and winter storage facilities. In addition, OMM’s property includes a 1,500ft² waterfront residential home.

The deadline for submission of offers is 5:00 PM Toronto time on June 12th, 2020.

A Confidential Information Memorandum and access to a data room will be provided upon execution of a confidentiality and non-disclosure agreement (“NDA”). A copy of the NDA as well as other information regarding this proceeding is available at www.mnpdebt.ca/oldmillmarina

For additional information relating to this opportunity please contact Michael Litwack by e-mail at michael.litwack@mnp.ca.



**LICENCED INSOLVENCY TRUSTEE
300 – 111 Richmond Street West
Toronto ON Canada M5H 2G4
www.mnpdebt.ca**

TAB D

THIS INTERIM OPERATION AND OCCUPATION AGREEMENT is made the 5th day of September, 2020.

AMONG:

MNP LTD., solely in its capacity as the Receiver and Manager of the assets and undertaking of Old Mill Marina (Kawagama) Limited and not in its personal or corporate capacities

(“**MNP**”)

- and -

2771470 ONTARIO INC., a corporation governed by the laws of the Province of Ontario

(the “**Purchaser**”)

- and -

PINE ROCK HOLDINGS LIMITED, a corporation governed by the laws of the Province of Ontario

(the “**Indemnifier**”)

- and -

1801552 ONTARIO LIMITED, a corporation governed by the laws of the Province of Ontario

(“**180**”)

WHEREAS MNP was appointed as the Receiver and Manager of Old Mill Marina (Kawagama) Limited (the “**Debtor**”) pursuant to the Order of the Honourable Mr. Justice McEwen of Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 9, 2020 (the “**Receivership Order**”) pursuant to which MNP has the authority to sell all or part of the property, assets and undertakings of the Debtor, subject to final Court approval of any sale transaction;

AND WHEREAS pursuant to the terms of the Receivership Order, the Indemnifier, in trust for a company to be incorporated which has now been identified as the Purchaser, and MNP have executed and delivered an asset purchase agreement (the “**Marina Purchase Agreement**”) dated July 27, 2020, as amended by an assignment and waiver agreement (the “**Marina Waiver and Amending Agreement**”), as may be further amended by the parties, pursuant to which the Purchaser has agreed to acquire and MNP has agreed to sell certain assets (the “**Marina Purchased Assets**”) of the Debtor, including the property municipally known as 1652 and 1676 Russell Landing Road, Dorset, Ontario (the “**Marina Property**”), which are more particularly described in the Marina Purchase Agreement (the “**Marina Transaction**”), subject to final Court approval of the Marina Transaction;

AND WHEREAS the Indemnifier, in trust for a company to be incorporated which has now been identified as the Purchaser, and 180 have executed and delivered an asset purchase agreement (the “**Boat Storage Purchase Agreement**”) dated August 3, 2020, as amended by an assignment and waiver agreement (the “**Boat Storage Waiver and Amending Agreement**”), as may be further amended by the parties, pursuant to which the Purchaser has agreed to acquire and 180 has agreed to sell certain assets (the “**Boat Storage Purchased Assets**”) of 180 including the property municipally known as 1567 and 1569 Russell Landing Road, Dorset, Ontario (the “**Boat Storage Property**”), which are more particularly described in the Boat Storage Purchase Agreement (the “**Boat Storage Transaction**”, and together with the Marina Transaction, the “**Transactions**”); and

AND WHEREAS the parties hereto have agreed to enter into this Agreement, to permit the Purchaser to take possession of the Marina Purchased Assets and the Boat Storage Purchased Assets, on a non-exclusive basis, and to operate the Marina Business (as hereinafter defined) until the Closing Date, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein (the receipt and sufficiency of which are hereby mutually acknowledged), the parties hereto hereby covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Certain Rules of Interpretation

In this Agreement and the Schedules:

(a) **Time**

Time is of the essence in the performance of the parties’ respective obligations;

(b) **Currency**

Unless otherwise specified, all references to money amounts are to Canadian currency;

(c) **Headings**

The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections;

(d) **Singular, etc.**

The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;

(e) **Consent**

Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent;

(f) **Calculation of Time**

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

ARTICLE 2
SERVICES TO BE PROVIDED

2.1 Services

- (a) Subject to the conditions set forth in this Agreement, the Purchaser hereby covenants and agrees, commencing on the date of this Agreement, to occupy the Marina Property and to use the Marina Purchased Assets to operate the business currently operated thereon and known as the Old Mill Marina or the Kawagama Marina, or such other trade names as may have been used by the Debtor (the “**Marina Business**”) on an interim basis for the Purchaser’s own account in a diligent manner consistent with past practices of MNP and the Debtor and in compliance with all applicable laws, which include, without limitation, any licenses and other agreements that the Debtor may have entered into in connection with the Marina Business. Notwithstanding the foregoing, during the Term (as hereinafter defined), the Purchaser acknowledges that the Receiver and its employees, agents and other authorized representatives shall have access to the Marina Property for the purposes of administering and performing its obligations under the Receivership Order.
- (b) 180 hereby covenants and agrees to grant the Purchaser access to the Boat Storage Purchased Assets concurrently with the waiver by the Purchaser of the Outstanding Financial Condition (as such term is defined in both the Marina Waiver and Amending Agreement and the Boat Storage Waiver and Amending Agreement) to enable the Purchaser to operate the business currently operated thereon (the “**Boat Storage Business**”) on an interim basis for the Purchaser’s own account, provided that such operation is carried out in a diligent manner consistent with past practices of 180 and in compliance with all applicable laws.
- (c) Notwithstanding any other provisions in this Agreement, the Purchaser covenants and agrees that it will not accept any boats for winterization or storage during the Term unless all funds paid by the owners of such boats in respect of storage of such boats are held in trust by the Purchaser or forthwith paid to MNP or 180, as

applicable, for the sole and exclusive benefit of MNP or 180, as applicable, such funds to be released to the Purchaser solely on the completion of the Transactions. If the Transactions are not completed, all such funds shall be released to MNP or 180 within 3 Business Days of the end of the Term. Notwithstanding any of the foregoing or anything contained herein to the contrary, the Purchaser shall be entitled to retain all winterization service fees for its sole account, and such funds shall not be held in trust by the Purchaser.

- (d) During the Term, MNP will make available to the Purchaser the terminals used for the purpose of accepting payments from customers of the Marina Business and providing services to such customers. At the end of the Term, all such terminals will be returned to MNP. MNP agrees that the Purchaser may use its own point of sale terminals, but will still be obligated to account for all funds received by the Purchaser if this Agreement is terminated.
- (e) MNP agrees that it will add the Purchaser as an additional insured in respect of the Marina Purchased Assets and the Marina Business.

2.2 Tradenames

MNP hereby grants the Purchaser for the duration of the Term, a non-exclusive, irrevocable, royalty free license for the duration of the Term to use the trade name Kawagama Marina, Old Mill Marina, or such other tradenames used by the Debtor in the operation of the Marina Business and all logos attached thereto for the sole purpose of the Purchaser complying with its obligations under this Agreement.

2.3 Expenses and Fees for Services

- (a) The Purchaser acknowledges and agrees that the costs and expenses (the “**Expenses**”) of operating the Marina Business and/or the Boat Storage Business during the Term shall be the sole obligation and liability of the Purchaser, such expenses to include, without limitation:
 - (i) payment to be made directly by the Purchaser to third parties;
 - (ii) the cost of any additional inventory or fuel acquired or used after the commencement of the Term;
 - (iii) all municipal taxes including any instalments of local improvement taxes and/or special levies, whether federal, municipal or provincial payable or relating to a period within the Term in relation to the Marina Property and/or the Boat Storage Property, as applicable;
 - (iv) rental costs of computer, software, internet and other leased equipment;
 - (v) fees for the disposal and cleaning services, if any, engaged by MNP or 180;
 - (vi) any goods and services taxes, provincial sales taxes or other sales taxes which MNP, 180 or Purchaser would otherwise be required to file,

withhold, or remit in relation to the operation of the Marina Business during the Term;

- (vii) any other overhead expenses that may be incurred by MNP or 180 which relate to the Marina Business;
- (viii) the employees of the Marina Business (the “**Employees**”), which for greater certainty will be an amount equal to the Employees’ wages or salary, as applicable, inclusive of any withholdings or remittances to be made by MNP in relation to payroll taxes, vacation pay, statutory holiday pay, Canada Pension Plan, employment insurance, Worker’s Safety and Insurance, wages, accumulated sick pay, dental benefits and extended healthcare benefits or any other benefits, termination pay, severance pay and all other payments owing to, or in connection with, the Employees; and
- (ix) one-half of the Gas Tank Replacement Costs (as hereinafter defined).

For greater clarity, the Purchaser shall only be responsible for Expenses related to the Boat Storage Purchased Assets for the period of time that the Purchaser has exercised its rights to operate the Boat Storage Business hereunder.

- (b) MNP and/or 180 will invoice the Purchaser for Expenses incurred by each of them under subparagraph (vii) above three (3) Business Days prior to the date on which MNP or 180 must pay the Expenses, and will provide satisfactory proof of such expenses, and the Purchaser will deliver to MNP or 180, as applicable, a certified cheque or wire transfer funds to the account of MNP or 180, as applicable, forthwith upon receipt of each invoice relating to such Expenses. MNP and/or 180 undertake to make these payments as they become due, and the Purchaser and Indemnifier undertake to deliver certified cheques or wire transfer funds when requested, in accordance with the foregoing provisions.

2.4 Employees

The Purchaser acknowledges that MNP shall be terminating, on the date that this Agreement takes effect, the Employees, and that the Purchaser will have responsibility, as set out above, for all ongoing expenses and payments owing to the Employees.

2.5 Fees

Subject to Section 2.1(c), in consideration of the Purchaser operating the Marina Business and the Boat Storage Business during the Term, the Purchaser shall be entitled to an amount equal to the revenue (“**Transition Revenues**”) earned by such business during the Term, minus all Expenses. For greater clarity, in the event this Agreement is terminated for any reason, the Purchaser shall retain all Transition Revenues except as may be otherwise required pursuant to Section 2.1(c).

2.6 Term

- (a) The term of the Agreement as it relates to the Marina Purchased Assets shall commence on the date hereof and continue until the moment of Closing or as otherwise provided for herein. The term of this Agreement as it relates to the Boat Storage Purchased Assets shall commence on the date that the Outstanding Financial Condition is waived and continue until the moment of Closing or as otherwise provided for herein.
- (b) Subject to section 2.6(c) hereof, this Agreement shall continue until the earlier of the following occurrences:
 - (i) the completion of the Transactions on the Closing Date;
 - (ii) the Marina Purchase Agreement is terminated by MNP, in accordance with the terms thereof; or
 - (iii) the Outstanding Financial Condition has not been satisfied or waived by September 22, 2020.

(the “**Term**”)

- (c) If the Marina Purchase Agreement or the Boat Storage Purchase Agreement is terminated for any reason, this Agreement will be immediately terminated, whereupon, except for the obligations to pay for any inventory in accordance with the terms hereof, all other obligations of the parties hereunder will be immediately terminated and the following shall apply.
 - (i) Upon any such termination, the Purchaser will vacate the Marina Property, and will deliver to MNP all books and records in its possession relating to the Marina Business, will turnover the Marina Business to MNP and will fully co-operate with MNP in all transition issues relating to the termination of this Agreement. The Purchaser and MNP will perform an accounting of all Transition Revenues and Expenses during the Term, and if the Expenses incurred by the Purchaser in the operation of the Marina Business in the ordinary course are greater than the Transition Revenues from the Marina Business, MNP will pay the Purchaser the amount by which the Expenses exceeds the Transition Revenues. Notwithstanding the foregoing sentence, if this Agreement is terminated by reason of a default of the Purchaser, whether under the Marina Purchase Agreement, the Boat Storage Purchase Agreement or this Agreement, the parties shall not perform an accounting and any Expenses incurred by the Purchaser will remain the responsibility of the Purchaser. Any amounts held in trust for the account of MNP or 180 in respect of storage for boats will be excluded from the calculation of Transition Revenues and will be for the sole benefit of MNP or 180 as they may determine.
 - (ii) If the Purchaser has taken possession of the Boat Storage Purchased Assets, upon any such termination, the Purchaser shall be required to surrender the Boat Storage Property.

2.7 No Partnership or Agency Created

Nothing in this Agreement shall be deemed in any way or for any purposes to constitute a partnership of the Purchaser and MNP, or of the Purchaser and 180, in the conduct of any business or otherwise. Employees of the Purchaser engaged in performing or providing any services in relation to the Purchaser's operation of the Marina Business or the Boat Storage Business during the Term shall under no circumstances be deemed to be employees of MNP or 180 and, for greater certainty, such employees cannot legally bind or otherwise contractually obligate MNP or 180.

2.8 Removal and Replacement of Tanks

MNP hereby covenants and agrees to (i) have the existing underground gas storages tanks located on the Marina Property removed in their entirety, with all resulting damage or disturbance to the Marina Property repaired to restore the Marina Property to its previous condition, and (ii) replace such existing tanks with new above-ground tanks, which tanks must be certified by the TSSA. All costs and expenses associated with the removal, replacement and certification of the tanks as described above (the "**Gas Tank Replacement Costs**") shall initially be solely paid by MNP, provided that the Purchaser shall reimburse MNP for one-half of such costs, such payment to be made as described in the Marina Purchase Agreement.

ARTICLE 3 **SALE OF INVENTORY**

- 3.1 If the Marina Purchase Agreement is terminated, the Purchaser will be obligated to account to MNP and to pay over to MNP the proceeds from the sales of all inventory (the "**Inventory**") of the Debtor that is included in the Marina Purchase Agreement within 10 days of the termination of this Agreement. The Purchaser shall not be entitled to sell any assets of the Debtor, other than Inventory, and only in the ordinary course of business. The Purchaser shall not be entitled to sell any assets of 180.
- 3.2 Provided that the Marina Transaction is completed in accordance with the terms of the Marina Purchase Agreement, the Purchaser shall be entitled to retain all the proceeds from the sale or disposition of any of the Inventory included in the Marina Purchase Agreement.

ARTICLE 4 **INDEMNIFICATION**

- 4.1 Each of the Purchaser and the Indemnifier hereby covenants and agrees to indemnify and hold harmless MNP and its affiliates, and their directors, officers, employees, shareholders and agents, and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all claims, and any reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with, directly or indirectly relating to or arising out of: (i) the Purchaser's operation of the Marina Business during the Term, in any manner whatsoever; (ii) non payment of the Expenses; or (iii) the non payment of the proceeds in respect of any sales of the Inventory.

- 4.2 Each of the Purchaser and the Indemnifier hereby covenants and agrees to indemnify and hold harmless 180 and its affiliates, and their directors, officers, employees, shareholders and agents, and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all claims, and any reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with, directly or indirectly relating to or arising out of: (i) the Purchaser's operation of the Boat Storage Business during the Term, in any manner whatsoever; or (ii) non payment of the Expenses.
- 4.3 MNP agrees to indemnify each of the Purchaser and the Indemnifier and their affiliates, and their directors, officers, employees, shareholders and agents, and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all claims, and any reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with, directly or indirectly relating to or arising out of: (i) failing to add the Purchaser as an additional insured on its insurance policies, as set out in Subsections 2.1(e) and (f), and (ii) if the Marina Purchase Agreement is terminated, the non-payment of any amount of Expenses which exceeds the Transition Revenues as set out in Subsections 2.6(c)(i) and (ii).
- 4.4 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnifier hereby guarantees the prompt payment of all obligations of the Purchaser under this Agreement and the due and timely performance by the Purchaser of all other obligations under this Agreement. This guarantee is a continuing guarantee and shall cover all liabilities of the Purchaser to MNP and/or 180 under this Agreement. MNP and/or 180 shall not be required to exhaust its recourse against the Purchaser or others before being entitled to payment from the Indemnifier of all of the Purchaser's and the Indemnifier's liabilities hereunder.
- 4.5 The obligations of the Purchaser and the Indemnifier under this ARTICLE 4 shall survive the termination of this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Notices

Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered, or if sent by prepaid registered mail or if transmitted by facsimile or other form of recorded communication tested prior to transmission to such party:

- (a) in the case of a Notice to Purchaser and the Indemnifier at:

128 Hillside Avenue East
Toronto, Ontario M5C 2W7
Attn: Ralph Laidlaw, mlaidlaw99@gmail.com

with a copy to:

Robins Appleby LLP, counsel to the Purchaser
2600 – 120 Adelaide Street West, Toronto ON M5H 1T1
Attn: Sherri Lavine, slavine@robapp.com

- (b) in the case of a Notice to 180 at:

1567 and 1569 Russell Landing Road
Dorset, Ontario P0A 1E0
Attn: John C. Hubble, hubblejohnc@gmail.com

with a copy to:

Loopstra Nixon LLP, counsel to 180
135 Queens Plate Drive, Suite 600
Toronto, Ontario M9W 6V7
Attn: Ian Scarlett, iscarlett@loonix.com

- (c) in the case of a Notice to MNP at:

MNP Ltd.
300 -111 Richmond St W., Toronto ON M5H 2G4
Attn: Jerry Henechowicz, jerry.henechowicz@mnp.ca

with a copy to:

Torkin Manes LLP, counsel to MNP
1500-151 Yonge St., Toronto ON M5C 2W7
Attn: Jeffrey Simpson, jsimpson@torkinmanes.com

or at such other address as the party to whom such Notice is to be given shall have last notified the party giving the same in the manner provided in this Section. Any Notice delivered to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fifth Business Day following the date of its mailing. Any Notice transmitted by facsimile or other form of recorded communication shall be deemed given and received on the date on which the sender receives confirmation that such was received by the addressee provided that, if the date on which the Notice was sent was not a Business Day, then on the next Business Day after the sender receives confirmation that such was received by the addressee.

5.2 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 shall be treated, in all respects, as an Ontario contract.

5.3 Entire Agreement

This Agreement together with any other documents to be delivered pursuant to this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior negotiations, undertakings, representations and agreements of the parties hereto.

5.4 Amendment and Waivers

This Agreement may not be amended except upon the written consent of the parties hereto. By an instrument in writing, any party may waive compliance by the other with any term or provision of this Agreement that any other party hereto was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy or power hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity.

5.5 Further Assurances

Subject to the terms and conditions hereof, each party agrees to use reasonable efforts to do, or cause to be done, all things necessary, proper or advisable to effect the transactions contemplated by this Agreement, including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as any party may reasonably request in order to carry out the purposes of this Agreement and the transactions contemplated hereby.

5.6 Assignment

Neither this Agreement nor any benefits or burdens under this Agreement shall be assignable by any party without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

5.7 Specific Performance

The parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.


5.8 Counterparts

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature page follows.]

WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MNP LTD., solely in its capacity as the Receiver and Manager of the assets and undertaking of Old Mill Marina (Kawagama) Limited and not in its personal or corporate capacities

Per: 
Name: Terry Holnechawicz
Title: Senior Vice-President
I have the authority to bind the corporation

PINE ROCK HOLDINGS LIMITED

Per: _____
Name:
Title:
Per: _____
Name:
Title:
We have the authority to bind the corporation

2771470 ONTARIO INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:
We have the authority to bind the corporation

1801552 ONTARIO LIMITED

Per: _____
Name:
Title:
Per: _____
Name:
Title:
We have the authority to bind the corporation



WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MNP LTD., solely in its capacity as the Receiver and Manager of the assets and undertaking of Old Mill Marina (Kawagama) Limited and not in its personal or corporate capacities

Per: _____
Name: _____
Title: _____
I have the authority to bind the corporation

PINE ROCK HOLDINGS LIMITED

Per: Ralph Jordan
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
We have the authority to bind the corporation

2771470 ONTARIO INC.

Per: [Signature]
Name: _____
Title: _____

Per: [Signature]
Name: _____
Title: _____
We have the authority to bind the corporation

1801552 ONTARIO LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
We have the authority to bind the corporation

WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MNP LTD., solely in its capacity as the Receiver and Manager of the assets and undertaking of Old Mill Marina (Kawagama) Limited and not in its personal or corporate capacities

Per: _____
Name:
Title:
I have the authority to bind the corporation

PINE ROCK HOLDINGS LIMITED

Per: _____
Name:
Title:
Per: _____
Name:
Title:
We have the authority to bind the corporation

2771470 ONTARIO INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:
We have the authority to bind the corporation

1801552 ONTARIO LIMITED

Per: _____
Name: John Hubble
Title: President
Per: _____
Name:
Title:
We have the authority to bind the corporation

TAB E

RECEIVERSHIP OF OLD MILL MARINA (KAWAGAMA) LIMITED
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT SEPTEMBER 10, 2020

RECEIPTS	NOTE
Spring launch and service fees	\$ 116,458.50
Slip rental	80,625.00
Advance from secured creditors	75,000.00
Inventory sales	62,892.48
HST collected	33,796.88
Pre-receivership accounts receivable collections	29,975.04
	1. 398,747.90
 DISBURSEMENTS	
Payroll including employee benefits	135,017.61
Receiver fees and disbursements	65,486.73
Payment to boat inventory floor financing lender	31,046.97
Equipment repairs and maintenance	24,149.78
Insurance	22,219.76
HST paid	18,173.43
Appraisals and external professional consultants	12,673.81
Security	6,922.50
Supplies and fuel	5,270.35
Monthly truck financing payments	4,085.24
Computer and software services	3,978.64
Utilities	3,235.48
Travel	2,632.35
License fees & dues	1,856.00
Office and general	2,710.96
Sale process advertisements	990.00
Bank charges	616.61
Redirection of mail	260.05
Filing fees	70.00
	341,396.27
EXCESS OF CASH RECEIPTS OVER DISBURSEMENTS	\$ 57,351.63

NOTES:

1. Excludes deposits of Purchaser totalling \$125,000

TAB F

Court File No.: CV-20-00637615-OOCL
Estate No.: 31-458929

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE RECEIVERSHIP OF
OLD MILL MARINA (KAWAGAMA) LIMITED
OF THE COUNTY OF HALIBURTON
IN THE PROVINCE OF ONTARIO

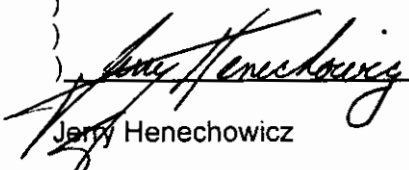
AFFIDAVIT OF JERRY HENECHOWICZ
(Sworn September 22, 2020)

I, Jerry Henechowicz, of the Town of Thornhill, in the Province of Ontario, make oath and say as follows:

1. I am a Licensed Trustee in Bankruptcy and Senior Vice President of MNP LTD. ("**MNP**"), Court-Appointed Receiver of Old Mill Marina (Kawagama) Limited ("**Old Mill**" or the "**Company**") and as such I have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. MNP Ltd. ("**MNP**") was appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties (the "**Assets**") of Old Mill pursuant to the order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the "**Court**") dated March 9, 2020 (the "**Receivership Order**").
3. MNP has prepared has prepared Five Statements of Account and a general accrual in connection with its appointment detailing its services rendered and disbursements incurred for the period March 1, 2020 to September 17, 2020. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of the Statements of Account.
4. Attached hereto and marked as **Exhibit "B"** are copies of MNP's Statements of Account. The average hourly rate in respect of these accounts is \$350.82.
5. I confirm that the accounts described above accurately reflect the services provided by MNP in this matter and the fees and disbursements incurred by it during the period described above.

6. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.

SWORN BEFORE ME by video conference
From the City of Richmond Hill, in the Regional
Municipality of York, to the Town of Erin in
Wellington County, on this 22nd day of Sept, 2020

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)
)
)
)


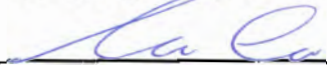
Jerry Henechowitz



Commissioner for Taking Affidavits

Matthew Eric Lem, a Commissioner, etc.,
Province of Ontario, for MNP Ltd. and MNP LLP.
Expires February 21, 2023.

Attached is Exhibit "A"
Referred to in the
AFFIDAVIT OF JERRY HENECHOWICZ
Sworn before me
This 22nd day of September, 2020



Commissioner for taking Affidavits, etc

**RECEIVERSHIP PROCEEDINGS -OLD MILL MARINA (KAWAGAMA) LIMITED
SUMMARY OF STATEMENTS OF ACCOUNT OF
MNP LTD IN ITS CAPACITY AS RECEIVER
FOR THE PERIOD OF MARCH 1, 2020 TO SEPTEMBER 17, 2020**

MNP INVOICE	DATE	HOURS	FEES	DISBURSEMENTS	HST	TOTAL
9260451	30-Apr-20	249.95	\$ 88,553.75	\$ 1,051.80	\$ 11,648.72	\$ 101,254.27
9306040	20-May-20	167.00	65,971.50	-	8,576.30	74,547.80
9419646	04-Aug-20	179.10	65,000.00	1,068.86	8,588.95	74,657.81
9419664	04-Aug-20	107.80	27,000.00	650.30	3,594.54	31,244.84
9462045	17-Sep-20	132.00	46,000.00	1,106.00	6,123.78	53,229.78
Accrual	Closing	55.00	20,000.00	-	2,600.00	22,600.00
		890.85	\$ 312,525.25	\$ 3,876.96	\$ 41,132.29	\$ 357,534.50

Avg. Hourly Rate \$ 350.82

Attached is Exhibit "B"
Referred to in the
AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me

This 22nd day of September, 2020



Commissioner for taking Affidavits, etc

Invoice

Invoice Number : 9260451 **Client Number :** 0721880
Invoice Date : Apr 30 2020 **Invoice Terms :** Due Upon Receipt

Old Mill Marina (Kawagama) Limited
 c/o MNP Ltd.
 111-300 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Old Mill Marina (Kawagama) Limited for the period March 1 to 31, 2020 as set out on attached time and billing summary.	89,605.55
Harmonized Sales Tax :	<u>11,648.72</u>
Total (CAD) :	<u><u>101,254.27</u></u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
18-Feb-2020	Jessie Hue	.20	PPSA search.
29-Feb-2020	Patrice Bigaignon	1.25	Setting up document hyperlink, updating boat map
02-Mar-2020	Jerry Henechowicz	1.00	Calls with Estate Trustee on potential engagement
03-Mar-2020	Jerry Henechowicz	1.00	Initial call and discussion with Chaitons on issues related to our appointment
04-Mar-2020	Patrice Bigaignon	.75	Meeting with Jerry and prepared engagement letter with Michael
04-Mar-2020	Michael Litwack	1.20	Discussion re Old Mill; Preparation of Engagement letter.
04-Mar-2020	Jessie Hue	.30	PPSA search and response to M. Litwack.
05-Mar-2020	Patrice Bigaignon	.75	Updating letters making changes
05-Mar-2020	Patrice Bigaignon	.75	Conference call with Jerry engagement planning
05-Mar-2020	Patrice Bigaignon	1.00	Preparation of correspondence for possession, email correspondence
05-Mar-2020	Jerry Henechowicz	1.50	Review of draft materials and calls with Company on appointment and related operational issues
06-Mar-2020	Jerry Henechowicz	2.00	Further reviews of appointment order and company affidavit, planning meeting for appointment with Rob Walliser and staff
06-Mar-2020	Jessie Hue	.40	URL set up.
09-Mar-2020	Jerry Henechowicz	3.20	On site taking possession, review of site, directing first days information downloads, responding to creditor enquiries, meeting with former staff, meeting with prospective purchasers and calls with John Hubble estate Trustee
09-Mar-2020	Jessie Hue	.20	Further follow up on the email account setup admin.
09-Mar-2020	Jessie Hue	.80	Review of URL code, posting of appointment order, endorsement and application record.
09-Mar-2020	Patrice Bigaignon	1.00	Prepared Teaser
09-Mar-2020	Patrice Bigaignon	4.00	Researching nearby marinas for potential buyers, preparing excel spreadsheet with all necessary contact information, email to Jerry
09-Mar-2020	Michael Litwack	6.20	Calls w/ J. Henechowicz; Attended at premises for taking possession; Arranging and meeting with locksmith; discussions w/ R. Walisser; Walkarounds and videos; Inventory check; Obtaining books and records; Door notice; Key letter; Reviewing of details w/ R. Walisser; Meeting w/ employee.
10-Mar-2020	Jerry Henechowicz	2.80	Calls from customers, Kawagama Lake Association, drafting of Notice to Customers, updates with Torkin Manes and Chaitons, review of correspondence to various service providers, update call with John Hubble
10-Mar-2020	Jessie Hue	1.60	Create website and posting documentation, request for IT for email account. Further IT request for friendly URL. Email set up direction provided to IT along with members to have access, email J. Henechowicz for approval to forward to IT.
10-Mar-2020	Angela Liu	1.60	Prepare registered mails to insurance companies; prepare redirection of mail; send sample utility letters to A. Kapoor; email correspondence with M. Litwack and J. Henechowicz re the above; fax letter to Scotiabank to freeze accounts

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
10-Mar-2020	Michael Litwack	6.80	Contacting insurance brokers; drafting of letters to brokers; Calls re internet; Obtaining access to and deactivating website; Emails re utilities; Direction re website and email; Direction re mail redirection; Emails w/ employee; Calls from customer; Email to IDS re Astra software account; Direction re WEPPA and utilities; Emails re service addresses for utilities; Upload of photos, videos and data gathered from site attendance.
10-Mar-2020	Akhil Kapoor	.50	Discussing with M. Litwack about the status of the file and work to be done
10-Mar-2020	Akhil Kapoor	1.00	Preparation of creditor list in Ascend in order to send a notice to them as per BIA
10-Mar-2020	Akhil Kapoor	1.00	Mapping the address and outstanding balances of creditor information available. Due to multiple sheets, it took some time to map the outstanding balance sheet with the other sheet which has address details
10-Mar-2020	Akhil Kapoor	.40	Discussion with M. Litwack about the folder, photos 1) and videos, boat information with their owner list which needs to be prepared, letters to be sent to utility companies and other details2) Update on issues related to utility bills for multiple addresses3) Update on Accounting software and getting apprised of the email sent to the Accounting Software team
11-Mar-2020	Jessie Hue	1.60	Test email account, further inquiry with IT and discussion for access, forward the same to team. Further revisions to the website and posting additional documentation of the Notice to the Customers, answer and assist Akhil with utilities set up queries.
11-Mar-2020	Angela Liu	.20	Prepare file folder; filing
11-Mar-2020	Michael Litwack	2.30	Calls from interested parties; Emails re change to oldmillmarina.ca; Call with O Gaffney; Correspondence with K. Hedley re posting to Kawagama Lake Facebook group; Call with J. Henechowicz.
11-Mar-2020	Akhil Kapoor	.30	Review of other docs re draft notice for insurance, redirection of mail, Key receipt acknowledgement letter and other docs
11-Mar-2020	Akhil Kapoor	1.00	Preparation of letter to be sent to utility company (Hydro One) for close of accounts and opening of new accounts in MNP's name. Also, referred the rent agreement for the cottage (one of the 4 properties) to understand the arrangement about the utilities.
11-Mar-2020	Akhil Kapoor	.75	1) Call with Hydro One to give them an update about the receivership and asking for contact details of their insolvency team2) Finding details about propane suppliers, reviewing their previous invoices (3 suppliers) and calling Bracebridge propane (who supplied propane in Feb 2020) to give them an update about receivership and obtaining their contact details to send them a letter and to arrange for fresh supply of propane.
11-Mar-2020	Akhil Kapoor	.60	Preparation of draft notice to be sent to Bracebridge Propane, the Propane supplier, redirection of mail,
11-Mar-2020	Akhil Kapoor	.50	Discussion with Jerry and updating the notice to Hydro One (after incl. account numbers of all properties) and other changes
11-Mar-2020	Jerry Henechowicz	1.00	Calls and emails related to initial possession and control matters
12-Mar-2020	Jessie Hue	1.50	Dealing with calls, prepare response email for use and respond to email account, forward potential purchaser to M. Litwack.
12-Mar-2020	Angela Liu	.60	Prepare emails and registered mails to utility service providers; email the same to J. Henechowicz to advise
12-Mar-2020	Akhil Kapoor	.50	Finalisation and updating of unsecured creditor list in Ascend
13-Mar-2020	Jerry Henechowicz	1.50	Multiple calls from prospective purchasers, team meeting on next steps, dealing with insurance renewal

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
13-Mar-2020	Michael Litwack	2.20	Planning meeting w/ J Henechowicz, A Kapoor and P Bigaignon; Calls and emails re commercial insurance policy; Calls and emails re automotive insurance policy; Emails and call re Highlands Internet; Call and emails re employee benefits; Call and emails re Boating Ontario.
13-Mar-2020	Akhil Kapoor	1.00	Discussion with M. Litwack and Jerry about the activities to be performed, sources of data for receivership notice, planning preparation of information from available records and other related issues
16-Mar-2020	Jerry Henechowicz	3.20	Sending of Receiver's Notice, meeting with Brad Carnduff to plan boat launch, multiple calls with creditors and customers
16-Mar-2020	Patrice Bigaignon	7.75	preparing map of all boats cross referencing with pictures, and customer list to prepare master list with unique identifier
16-Mar-2020	Michael Litwack	3.20	Planning meeting w/ J. Henechowicz and P. Bigaignon; Vehicle black book searches; Direction to A. Kapoor re file setup in Ascend; Direction to P. Bigaignon; Preparation of teaser for sale process; Discussions re 245/246 report; Calls with Bracebridge Propane; Call to S. Murphy (IDS-Astra).
16-Mar-2020	Akhil Kapoor	2.00	Preparation of Receiver Notice u/s 245 and 246 along with updating information in Ascend.
16-Mar-2020	Akhil Kapoor	2.50	1) Review of Trial balance and arriving at value of net book value of land and building, other fixed assets, vehicles, inventory, boats etc. As data is not available in excel, it took significant amount of time to analyse the information and putting it in the form which is required for the purpose of further analysis and the notice2) Finalization of Receiver Notice along with statement of secured and unsecured creditors and sharing it with Jerry for review
16-Mar-2020	Jessie Hue	.40	Dealing with customer calls.
17-Mar-2020	Jerry Henechowicz	2.90	On going planning and preparation of preliminary cash flow projection, calls with John Hubble and Maya Poliak, sending of projections to key stakeholders
17-Mar-2020	Jessie Hue	2.20	Assist Akhil with the notice of receiver and fax, provide the affidavit of mailing template and direction and preparation of the mailing. Dealing with t/c inquiries.
17-Mar-2020	Patrice Bigaignon	1.50	preparing map of all boats cross referencing with pictures, and customer list to prepare master list with unique identifier
17-Mar-2020	Patrice Bigaignon	3.25	worked on creating client list pulling detail from PDF into excel
17-Mar-2020	Michael Litwack	1.60	Revision to Receiver's notice; Review of prior year's expenses and revision to cash flow forecast; Call w/ J. Henechowicz; Emails re accounting software accounts.
17-Mar-2020	Akhil Kapoor	1.25	Preparation of affidavit of mailing along with all appendices and getting Matt's signatures on it; reviewing old ones to ensure things are in order
17-Mar-2020	Akhil Kapoor	.50	Finalization of receiver notice and email communication with Jerry about it
18-Mar-2020	Jerry Henechowicz	4.50	On site, planning meeting with staff, review of term and task letters, review of inventories and launch issues, conference call with secured to review projected cash flow, necessary financings and related issues, responding to enquiries from customers, calls and meeting with prospective purchasers
18-Mar-2020	Jessie Hue	.30	Update website and posting
18-Mar-2020	Patrice Bigaignon	7.25	Worked on mapping all boats walking throughout Marina identifying all boats and owners
18-Mar-2020	Michael Litwack	6.00	Attendance at premises; Direction to P. Bigaignon throughout the day; Discussions w/ B Carnduff and C Moore re continuing operations; Review of propane levels and general walkaround; Emails re property appraisal; Draft of task and term letters; Conference call; Discussions w/ P Bigaignon; Call w/ J. Henechowicz.

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
18-Mar-2020	Akhil Kapoor	1.50	Review of Old Mill TB, Identifying and segregating revenue items, expense items and other details and putting across information in 13 week cash flow basis that and the Industry report. Adding and updating values for transient slip rentals, fuel revenue and fuel expense, updating AR balance in the model assuming 50% recovery
19-Mar-2020	Jerry Henechowicz	3.00	Drafting of CIM, review of operating issues with team, response to customers and creditors, issuance of term and task letters to staff, dealing with insurance issues
19-Mar-2020	Jessie Hue	.50	Follow up with the OSB, t/c left message and email for update on the certificate.
19-Mar-2020	Jessie Hue	.80	Follow up with Akhil to OSB acknowledgement, prepare letter requesting to open HST and RP account attached digital signature and circulate to J. Henechowicz and M. Litwack.
19-Mar-2020	Patrice Bigaignon	8.50	worked on inventory listing, mapping out all boats, getting A/R details, scanning work orders, obtaining understanding of client system, getting slip rental detail and customer detail
19-Mar-2020	Michael Litwack	6.10	Attended at premises; Direction to and discussions w/ P Bigaignon; Calls with J. Henechowicz; Discussions and meetings with B. Carnduff and C Moore; Emails with IDS software provider; Meeting w/ property appraiser; Finalized employment task and terms letters; Purchase of cleaning supplies.
19-Mar-2020	Akhil Kapoor	1.20	Going through payroll docs and T4 and initiating working on WEPP template
19-Mar-2020	Akhil Kapoor	.50	Going through all emails sent on oldmillmarina@mnt.ca and reverting to few emails after discussion with Jerry.
19-Mar-2020	Akhil Kapoor	1.25	1) Arranging scan of docs for the purpose of sending the notice to CRA after going through CRA communication between CRA and Old Mill Marina's lawyer. 2) Arranging sending of document through fax from MNP office.
20-Mar-2020	Jerry Henechowicz	2.30	On-going calls and emails related to restarting operations, drafting and sending Teaser to counsel, review of employment issues with J. Simpson, preparing and issuing Receiver certificate No. 1.
20-Mar-2020	Sheldon Title	.30	review of Jerry's email and provide advice on term and task and sale process via email
20-Mar-2020	Jessie Hue	.50	Follow up with the OSB, tcf and email OSB for certificate. Further follow up with Akhil.
20-Mar-2020	Jessie Hue	.60	Prepare the letter of direction to open account, insert digital signature, email TD the appointment order and letter. Email same with J. Henechowicz.
20-Mar-2020	Patrice Bigaignon	11.90	Finished inventory listing assigning all boats to each owner and identifying unique customer number, identified problem areas and resolved, started basic analysis
20-Mar-2020	Michael Litwack	1.30	Emails re WEPP information; Emails re IDS system access and permissions change; Correspondence w/ B Carnduff re supplies needed; Emails re sales process; Call w/ marine technician; Call w/ B. Carnduff;
20-Mar-2020	Akhil Kapoor	1.50	1) Review of documents for WEPP schedule but due to inconsistent and incomplete information, it is taking significant amount of time. To further work on it during the weekend.
20-Mar-2020	Akhil Kapoor	.40	Replying to all emails on old mill marina mail box
20-Mar-2020	Akhil Kapoor	.30	Obtaining a revert from Bank about freezing of Old Mill Marina account at Scotia bank (letter sent to them on Mar 10)
20-Mar-2020	Akhil Kapoor	.40	Email communication with Jerry and Michael on CIM and other materials
20-Mar-2020	Akhil Kapoor	3.00	Preparation of Prospective Purchaser list, NDA, review of teaser and review of Public folder in detail to read through all the discussion till date with Rob and other parties and to identify all the prospective purchasers from the emails

**MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
21-Mar-2020	Patrice Bigaignon	1.50	Continued preparation of Spring Launch analysis.
22-Mar-2020	Patrice Bigaignon	.50	started working on slip analysis
22-Mar-2020	Patrice Bigaignon	.25	prepared report for Jerry with status update
23-Mar-2020	Jerry Henechowicz	1.80	Review of boat storage inventory and potential charges, multiple calls with staff on site re next steps, finalizing and sending of Teaser, responding to enquiries from customers
23-Mar-2020	Patrice Bigaignon	1.75	worked on Old Mill, going over tracker, updating A/R, conference call with Jerry
23-Mar-2020	Patrice Bigaignon	1.50	Work on inventory, updating tracker, phone call with Carolyn
23-Mar-2020	Patrice Bigaignon	.50	phone call with Carolyn
23-Mar-2020	Patrice Bigaignon	.75	Update to Old Mill A/R
23-Mar-2020	Michael Litwack	2.80	Email re access to IDS software; Correspondence re additional terms for employees re COVID 19; Discussion w/ A. Kapoor re sales process materials; Access to Old Mill website to extract all materials available for CIM package; Conference call re COVID19 update; Emails re access to accounting software; Call with IDS Astra support re installation of access to software; IT support ticket re coordinating with IDS Astra re software installation; Prepared terms of use for dataroom;
23-Mar-2020	Akhil Kapoor	2.00	1) Developing sales process materials including CIM, timeline chart and DR structure.
23-Mar-2020	Akhil Kapoor	3.50	1) Sharing of teaser and NDA with interested parties and attending their emails and calls2) Email communication with Michael and Jessie re teaser and CIM
24-Mar-2020	Jerry Henechowicz	2.60	Multiple calls and emails related to operations changes, payment of bills, shutdown during Covid, preparation of Notice to customers, dealing with advance on Receiver certificate
24-Mar-2020	Jessie Hue	.30	Prepare receipt voucher, back up and posting in Quicken.
24-Mar-2020	Jessie Hue	1.60	Banking, enter estate number and business number in Ascend, transfer to estate, set up the banking account information, email for second partner approval, post the retainer in Quicken, transfer to the trust, prepare the cheque requisitions and receipt vouchers. Set up calendar invite for interim report filings for team. Discussion with M. Litwack with potential to remit insurance payment on TD pay bills set up.
24-Mar-2020	Jessie Hue	.60	Posting of the invitation of offers and NDA to the website and prepare wording for the sales process.
24-Mar-2020	Patrice Bigaignon	5.00	Preparation of slip rental and parking revenue analysis, Updating master boat list and fixing errors in data
24-Mar-2020	Michael Litwack	1.10	Call w/ C. Moore re access to accounting system; Update call; Review of schedules prepared re revenues from operations; Emails and direction re payment for insurance premiums; Review of customer notice.
24-Mar-2020	Akhil Kapoor	4.50	1) Preparation of Draft Sales Process, Data room terms of use, updating Prospective Purchaser list with list of executed NDAs, reviewing all NDAs, saving them in a folder with proper numbering for tracking. 2) Email communication and calls with various prospective purchasers3) Email and MS team conversation with Jerry and Michael about few queries
25-Mar-2020	Jerry Henechowicz	2.80	Multiple calls and emails to increase security on site, call with Loopstra Nixon regarding potential alternative land uses, calls with prospective purchasers, emails dealing with customer enquiries, finalizing and posting customer notice

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
25-Mar-2020	Jessie Hue	.60	Banking, cheque req for OSB filing fee and disbursements for Jerry.
25-Mar-2020	Jessie Hue	.30	Dealing with calls and email.
25-Mar-2020	Jessie Hue	.30	Website posting for M. Litwack.
25-Mar-2020	Patrice Bigaignon	.50	Received phone call from Carolyn
25-Mar-2020	Michael Litwack	4.70	Calls and emails w/ J Tertigas re security system; Research on camera systems for remote monitoring; Tech support calls with IDS Astra re installation and access to accounting system; Emails re response to customer emails; Emails re customer notice update; Access and change to oldmillmarina.ca website with customer notice; Emails re outlook access.
25-Mar-2020	Akhil Kapoor	2.20	1) Email communication with interested parties and customers2) Call with selected interested parties3) Updating prospective purchaser list with list of NDAs
26-Mar-2020	Jerry Henechowicz	2.10	Multiple calls and emails with customers, emails related to security, call with John Hubble on status, responding to enquiry on interim management from Lake of Bays Marina, payment of interim expenses
26-Mar-2020	Jessie Hue	3.70	Banking, prepare cheque requisitions, initial e transfer set up and prepare e-transfers, email employees e-transfer confirmation, resend etransfer as employee entered wrong password, email same to J. Henechowicz
26-Mar-2020	Patrice Bigaignon	7.50	Processing winterization invoices and matching them to each customer on master boat list. Recording storage and winterization fee. Updating spreadsheet for Slip numbers
26-Mar-2020	Michael Litwack	1.20	Conference with J. Henechowicz and P. Bigaignon; Retrieving accounting records; Emails re security.
26-Mar-2020	Akhil Kapoor	.20	Updating list of NDAs with new NDAs received today
27-Mar-2020	Jerry Henechowicz	1.70	Update calls with employees, responding to customer emails, review of redevelopment proposal from Loopstra Nixon, review of storage and repair contracts and sending to Torkin Manes for advice
27-Mar-2020	Jessie Hue	.30	Fax the request to CRA to open RP and RT account, save to the directory and email same to J. Henechowicz and A. Kapoor.
27-Mar-2020	Jessie Hue	.30	Cancellation of the previous etransfer, update email address and resend etransfer, email employee confirmation.'
27-Mar-2020	Jessie Hue	.20	Efile remittance with the OSB.
27-Mar-2020	Jessie Hue	.30	Attempt to send employee e transfer, email follow up with Jerry and further email to employee as to etransfer to be made on Monday,
27-Mar-2020	Patrice Bigaignon	6.25	Processing invoices received by Carolyn and saving on MNP network, recording storage fee, winterization fee and creating document hyperlink.
27-Mar-2020	Michael Litwack	3.60	Retrieving data from company's accounting system; Preparing WEPP table with review of employee information available on IDS-Astra; Retrieval of contracts and terms of use from Company's data storage; Calls and emails w/ J Henechowicz and J. Tertigas re attending at site for security;
27-Mar-2020	Akhil Kapoor	.50	Reverting to queries from customers and prospective buyers and other related stuff
28-Mar-2020	Michael Litwack	2.20	Attended at premise w/ J Tertigas to conduct security review, add padlocks, secure doors (previously inaccessible due to ice) and adding camera system.
30-Mar-2020	Jerry Henechowicz	1.80	On going calls and emails related to operations and go forward strategy
30-Mar-2020	Jessie Hue	.30	Prepare e transfer to employee.

MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
30-Mar-2020	Jessie Hue	.20	Dealing with redirection of mail and email the Toronto Hydro invoice to team for direction and saved to directory.
30-Mar-2020	Patrice Bigaignon	.25	received final copy of legal letter from Jerry, set up with MNP letter head, email to ABSK with copy of appointment order
30-Mar-2020	Patrice Bigaignon	.50	Phone call with ABSK accounting (Old Mill external accountant) to obtain books and records, email correspondence with Jerry
30-Mar-2020	Patrice Bigaignon	1.00	Repeat phone call with ABSK accounting, worked on drafting legal letter to ABSK to obtain books and records, send draft to Jerry
30-Mar-2020	Patrice Bigaignon	2.25	received remaining winterization invoices from Carolyn, setting up hyperlinks, and preparing water access only cottages report for Jerry
30-Mar-2020	Patrice Bigaignon	.75	Update to file, reviewed information sent by Carolyn, email correspondence with Jerry and Carolyn
30-Mar-2020	Michael Litwack	3.50	Setup access to security cameras; Review of camera activity; Emails re repositioning of cameras; Emails re signage; Searching online for source of signs; Preparation of map for security personnel; Emails re security patrols; Update conference call; Call with J. Tertigas; Completion of WEPP schedule and assessment of weekly wage average; Accessing accounting system to retrieve payroll records.
30-Mar-2020	Akhil Kapoor	.80	1) Communication with customers and prospective purchasers on various issues relating to Sale Process and commencement on Marina operations 2) Updating the PP tracker with new NDAs2) Communication with Michael re WEPPA completion
31-Mar-2020	Jerry Henechowicz	2.00	Calls with prospective purchasers, preparation of CIM, review of financial statements for inclusion in CIM
31-Mar-2020	Jeff Westcott	.50	corresp. with Jerry re: FS information, forward info requested and link to due diligence file
31-Mar-2020	Jessie Hue	.30	Prepare cheque requisition and email M. Litwack and J. Henechowicz.
31-Mar-2020	Patrice Bigaignon	3.50	Finalizing boat map, various calls and emails with Carolyn and Brad
31-Mar-2020	Patrice Bigaignon	.25	Additional update boat map
31-Mar-2020	Patrice Bigaignon	.25	phone call with Brad
31-Mar-2020	Michael Litwack	1.40	Emails re ROEs and T4s; Review of records for T4; Review of security camera feeds; Email re adjustments to cameras; Review of property appraisal engagement letter and emails re engagement letter; Accessing accounting system to retrieve profit and loss statements; Emails re utility invoice; Review of and emails re insurance coverage form; Review of files sent by R. Walliser.
31-Mar-2020	Akhil Kapoor	1.50	1) Arranging all docs related to financials of OMM (KL) and OMM (BL) received from the Director of the companies 2) Review of financials for 2018 and 2019) email comm. with Michael re information about a particular ex-employee of the company4) Responding to few emails from customers and PPs

MNP LTD

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILLS MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED MARCH 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
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BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	39.05	375.00	14,643.75
Angela Liu	2.40	220.00	528.00
Jeff Westcott	0.50	550.00	275.00
Jerry Henechowicz	44.70	630.00	28,161.00
Jessie Hue	21.20	220.00	4,664.00
Michael Litwack	57.40	375.00	21,525.00
Patrice Bigaignon	84.40	220.00	18,568.00
Sheldon Title	0.30	630.00	189.00
Total	249.95		88,553.75

DISBURSEMENTS

Travel	835.10
Lodging	129.50
Printing	87.20
	<u>1,051.80</u>
TOTAL FEES AND DISBURSEMENTS	<u>89,605.55</u>

Invoice

Invoice Number : 9306040 **Client Number :** 0721880
Invoice Date : May 20 2020 **Invoice Terms :** Due Upon Receipt

Old Mill Marina (Kawagama) Limited
 c/o MNP Ltd.
 111-300 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional Services as Court Appointed Receiver and Manager of Old Mill
 Marina (Kawagama) Limited for the period April 1 - 30, 2020 as set out on the
 attached time and billing summary. 65,971.50

Harmonized Sales Tax : 8,576.30

Total (CAD) : 74,547.80

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
 sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

MNP LTD

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Apr-2020	Jerry Henechowicz	1.30	Multiple calls and emails related to spring launch
01-Apr-2020	Jessie Hue	.60	Prepare RC59 form for the director and J. Henechowicz to sign.
01-Apr-2020	Patrice Bigaignon	.20	review of ABKS legal counsel response letter, advised Jerry
01-Apr-2020	Patrice Bigaignon	2.50	review of pricing analysis based on new data and updated boat inventory listing
01-Apr-2020	Michael Litwack	4.70	Calls and emails re D Burns; Prepared task and terms letter for D. Burns; Prepared notices and WEPP proof of claim forms and completed mail merge; Email direction re mailing of WEPP packages; Review and revised April 1 notice to customers; Emails re publishing of notice to customers; Review of credit card terminal use and banking; Began to prepare first report to court; Security camera review and calls w/ J. Tertigas re changes to settings for security cameras.
01-Apr-2020	Akhil Kapoor	6.50	Developing detailed monthly P&L for FY 2019 and FY 2020 from raw data and deriving Gross Profit (by segment), EBITDA, Net Income after tax. This is proposed to be shared with prospective purchasers.2) Shared the same with Jerry with few observations
02-Apr-2020	Jerry Henechowicz	1.20	Preparation and posting of Customer update, issues related to spring launch, calls with staff, execution and sending of Redevelopment information
02-Apr-2020	Jessie Hue	.80	Prepare the mailing of the WEPP notice to former employees and email M. Litwack,.
02-Apr-2020	Jessie Hue	.30	Dealing with redirection of mail and email to team.
02-Apr-2020	Jessie Hue	.20	Post notice to creditors to the website.
02-Apr-2020	Michael Litwack	.80	Review of security cameras; Voicemail from and call to customer; Email to B. Carnduff re repairs for customer; Emails re publishing updated customer notice; Emails w/ J Hue re website posting;
02-Apr-2020	Akhil Kapoor	.20	Call with Jerry re discussion on detailed P&L prepared for FY19 and FY202) Review of customer notice uploaded on website today
03-Apr-2020	Jerry Henechowicz	1.10	Dealing with operation and spring launch planning, multiple emails to customers
03-Apr-2020	Patrice Bigaignon	3.75	worked on updating excel database and customer list
03-Apr-2020	Michael Litwack	.30	Retrieving customer list from IDS Astra and emails to P Bigaignon.
03-Apr-2020	Akhil Kapoor	.10	Updating NDA tracker and saving NDA from a new prospective purchaser
03-Apr-2020	Akhil Kapoor	.10	Reverting to a customer/Prospective Purchaser about the notice shared on April 1 and giving an update on the Sale Process
06-Apr-2020	Jerry Henechowicz	1.20	Responding to multiple operational issues and planning
06-Apr-2020	Michael Litwack	.80	Calls and messages re changes to security system; Calls w/ B Carnduff.

MNP LTD**COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED****FOR THE PERIOD APRIL 1 to 30, 2020**

DATE	PROFESSIONAL	HOURS	DESCRIPTION
07-Apr-2020	Jerry Henechowicz	2.30	Calls with staff on status of operations, update call with Jeff Simpson on Government orders, Call with Rob Walliser on multiple operational issues, preparation of Customer update Notice
07-Apr-2020	Jessie Hue	.60	Prepare e transfer payment to employees and print confirmation.
07-Apr-2020	Patrice Bigaignon	.50	conference call with Jerry and team
07-Apr-2020	Patrice Bigaignon	.25	phone call with Carolyn answering questions
07-Apr-2020	Patrice Bigaignon	.20	prepared slip customer report for Jerry
07-Apr-2020	Patrice Bigaignon	.75	prepared price comparison report for Jerry
07-Apr-2020	Michael Litwack	2.20	Accessing company's outlook system; Modifying accounts and automatic messaging; Setup of mail forwarding accounts; Modifying account for C. Moore to allow remote access and providing instruction to C. Moore re accessing accounts; Review of security footage; Calls with C. Moore and B. Carnduff re email accounts.
08-Apr-2020	Jessie Hue	.50	Call with Patrice regarding mail merge.
08-Apr-2020	Patrice Bigaignon	.20	Phone call with Jerry answering questions
08-Apr-2020	Patrice Bigaignon	.20	updating slip customer report for Jerry
08-Apr-2020	Michael Litwack	3.50	Review and revised notice to customers; Preparation of CIM for sale process; Correspondence with ARI re posting customer notice to website.
09-Apr-2020	Jerry Henechowicz	3.10	Preparation of template letter for boat slip rentals and spring launch, updates CIM, review of email from Torkin Manes on marinas as essential services, review of above with Matthew Lem
09-Apr-2020	Matthew Lem	1.00	Review and provide comments on spring launch and slip rental agreements.
09-Apr-2020	Patrice Bigaignon	2.00	Worked on updating excel database, phone call with Carolyn,
09-Apr-2020	Michael Litwack	.60	Review of security footage; Revision to CIM; Emails re CIM.
11-Apr-2020	Akhil Kapoor	.10	Updating Prospective Purchaser list with new NDAs and sharing PP list with Jerry to inform about the NDAs executed till date
12-Apr-2020	Matthew Lem	.80	Review of draft slip rental agreement; discussion with J. Henechowicz re same.
13-Apr-2020	Jerry Henechowicz	2.20	Call with John Hubble on status, call with Lake of Bays Marina on usage, review of leases, call with staff, review of appraisal quote and commissioning same, update to data room, update to CIM,
13-Apr-2020	Jessie Hue	.20	T/c and forward to Akhil and M. Litwack as to potential purchaser.
13-Apr-2020	Jessie Hue	2.30	Prepare schedule for wages paid, prepare e transfer payment to employees and requisitions save confirmation to directory, Request payee information for e transfer and set up Appraisal Group and prepare requisition and processed e-transfer.

MNP LTD

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
13-Apr-2020	Patrice Bigaignon	.50	phone call with Carolyn answering questions
13-Apr-2020	Patrice Bigaignon	5.00	worked on preparing mail merge documents, formatting templates to ensure consistency regardless of individual, updated database for customer errors and changes, email to Jerry
13-Apr-2020	Patrice Bigaignon	.20	conference call with Jerry and Michael
13-Apr-2020	Michael Litwack	1.60	Correspondence re email messaging; Accessing company's email settings; Review of security cameras; Emails re appraisal engagement; Returning calls to customers that left voicemails during IT shutdown;
13-Apr-2020	Akhil Kapoor	.10	Call with a prospective purchaser and explaining them the current status of data room. Also, discussion on release of their boat from Old
14-Apr-2020	Jerry Henechowicz	2.10	Update calls with team and drafting of spring launch and slip rentals
14-Apr-2020	Jessie Hue	.20	Email confirmation of the e-transfer confirmation of payment received by Appraisal and saved to the directory. Email J. Henechowicz confirmation of the OSB filing remittance.
14-Apr-2020	Jessie Hue	.20	Posting EFT transfer correction and receipt voucher backing.
14-Apr-2020	Jessie Hue	.30	WEPP Trustee registration.
14-Apr-2020	Jessie Hue	.30	Prepare e transfer and requisition for the balance payment for the appraisal.
14-Apr-2020	Patrice Bigaignon	.50	conference call with team
14-Apr-2020	Michael Litwack	3.40	Calls to Scotiabank Huntsville; Conference call with J. Henechowicz, C. Moore and B. Carnduff; Emails w/ C. McDonnell re Scotiabank accounts; Review of invoices; Uploading of financial statements to data-room; Preparation of schedule for employee payroll deductions; Processing payroll deduction calculations for previous payroll periods; Returning calls and e-mails to customers with inquiries.
14-Apr-2020	Akhil Kapoor	.60	Email communication and calls with existing and couple of new prospective purchasers re set up of data room, CIM and further information on the file
15-Apr-2020	Jessie Hue	.10	Email J. Henechowicz as approval of payment of balance of appraisal.
15-Apr-2020	Jessie Hue	.40	Save TD e transfer accepted transfers to the directory.
15-Apr-2020	Matthew Lem	.50	Review of boat launch document
15-Apr-2020	Patrice Bigaignon	.25	prepared letterhead for customer letters
15-Apr-2020	Patrice Bigaignon	.20	received email enquiry from Jerry, searched for customer info and responding to email with customer details
15-Apr-2020	Patrice Bigaignon	.25	received email from Carolyn, responded to enquiry

MNP LTD

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
15-Apr-2020	Michael Litwack	2.10	Emails re appraisal invoice; Emails re employment letters; Review of security cameras; Prepared employee related documents; Call re D Moore; Emails re security; Emails re J Tertigas invoice; Calls to customers; Review of slip rental draft; conference call;
15-Apr-2020	Akhil Kapoor	.10	Communication with a prospective purchasers to discuss their queries, receiving their NDA and updating our Prospective Purchaser list
15-Apr-2020	Akhil Kapoor	.10	Updating NDA tracker and Prospective Purchaser (PP) tracker and discussing couple of PP query with Jerry
16-Apr-2020	Jessie Hue	1.00	Banking inquiry t/c and email with TD as to e transfer set up confirmation of incoming e transfers and Visa terminal inquiry and set
16-Apr-2020	Jessie Hue	.60	Dealing with the redirection of mail.
16-Apr-2020	Patrice Bigaignon	2.00	received new letter from Jerry, updated formatting and set up document for mail merge, updating required fields, emailed Jerry with
16-Apr-2020	Patrice Bigaignon	1.50	received revised letter from Jerry, updating as necessary
16-Apr-2020	Patrice Bigaignon	2.25	finalizing and polishing letters, emailed Jerry for approval
16-Apr-2020	Michael Litwack	1.90	Review of security cameras; Conference call re agreements with customers; Review and comment on agreement with customers; Returning customers calls and emails; Call from B. Carnduff; Emails re
16-Apr-2020	Akhil Kapoor	.20	1) Discussion with a prospective purchaser re storage facilities and other queries2) Internal discussion with M. Litwack re request for extension of time for bid submission, tentative timeline for CIM and Data room access among other things
16-Apr-2020	Akhil Kapoor	1.00	Reviewing all emails in old mill marina email address and replying to all the customers with an update on slip rental and launch program. 2) Highlighting emails to be replied by the Partner.
17-Apr-2020	Jerry Henechowicz	2.10	Final review of slip and boat launch agreements, discussion with appraisers and insurers, issues related to opening.
17-Apr-2020	Jessie Hue	.20	Forward incoming calls
17-Apr-2020	Patrice Bigaignon	3.00	sending individualized letters to all customers
17-Apr-2020	Patrice Bigaignon	3.50	updating and making final adjustments to letter, processing and generating all letters, updating database for letter extraction in order to
17-Apr-2020	Michael Litwack	1.60	Security camera review; Prepared calculations for payroll deductions; Emails re payroll; Returned customer call; Retuned call to interested party.
17-Apr-2020	Akhil Kapoor	.10	Call and discussion re prospective purchaser (incl. returning a call from a prospective purchaser)
18-Apr-2020	Jerry Henechowicz	2.00	Reveiw of inbound emails from customers, multiple email responses and call with customers
20-Apr-2020	Jerry Henechowicz	3.00	Responding to customer enquiries, update call with staff, redraft of sprint launch update letter, redraft and sending of updated teaser to prospective purchasers, on going operational and payroll matters.

**MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
20-Apr-2020	Jessie Hue	.60	Forward payroll information to M. Litwack to confirm deductions for payroll and search of remittance. Forward voice message to M.
20-Apr-2020	Jessie Hue	.50	Prepare e transfer wages to employee, prepare cheque requisition.
20-Apr-2020	Matthew Lem	.60	Review and adjust Spring Launch letter
20-Apr-2020	Michael Litwack	1.30	Security camera check; Call from customer re pricing; Messaging w/ B. Carnduff re cameras and printer; Check for Xerox invoices; Emails re payroll for D. Burns; Conference call re messaging to customers; Review and revise to letter to customers.
20-Apr-2020	Akhil Kapoor	.20	Sharing information on revised bid submission date and timeline on data room set with prospective purchasers who have signed the NDA
21-Apr-2020	Jerry Henechowicz	2.00	Calls with staff, review of all emails from customers related to boat launch, slip rental and related issues, arranging for credit card interac terminals, call with Torkin Manes to provide instructions on various issues, call with Lake of Bays marina re staffing options and utilization of Lake of Bays launch facilities
21-Apr-2020	Jessie Hue	.30	Revisions to the MPM change in setup, email Viral and Alison for correction. Assist Patricia with email set up.
21-Apr-2020	Jessie Hue	.90	Banking, prepare e transfer requisitions, set up new e transfer recipient information, email employee password confirmation and send e transfer. Save e transfer to pdf to the directory as well as confirmation of funds accepted to the directory. Receipt of invoice
21-Apr-2020	Patrice Bigaignon	.25	addressing enquiries - customer did not receive 1 letter generated and sent
21-Apr-2020	Michael Litwack	1.40	Review of PPSA for vehicles security; Call to Bankruptcy Highway re RBC claim on Ford F150; Emails re RBC; Correspondence re Xerox machine; Review of Old Mill accounting re Xerox claims; Call to Xerox; Correspondence re invoice for Highlands.
21-Apr-2020	Akhil Kapoor	.10	Communication with Jerry and a prospective purchaser re OLD MILL extension of timeline to submit offers and NDA
22-Apr-2020	Jerry Henechowicz	2.00	Multiple emails and calls related to Spring Launch and related issues
22-Apr-2020	Michael Litwack	3.10	Conference call re customer communications; Prepared shared Excel file re tracking of customer communications; Populated excel file with all customer names pulled from boat listing and slip rental listings; Call with B Carnduff; Call w/ C Moore; Accessing to email system and updating auto response messages; Correspondence re phone systems; Drafting of phone system messaging;
23-Apr-2020	Jerry Henechowicz	2.10	Calls with Marina staff, Lake of Bays Marina for potential service, review of customer emails, call with Torkin Manes to arrange disclaimer, call with credit card service provider, review of service log
23-Apr-2020	Jessie Hue	.40	Prepare e transfer requisition and back up and diarize for Apr 27 for the two employee.
23-Apr-2020	Jessie Hue	.30	Review of emails and forward calls to M. Litwack and engagement account.

**MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
23-Apr-2020	Jessie Hue	.30	Update the website with the revised invitation of offers to June 12.
23-Apr-2020	Jessie Hue	.20	Save and forward redirection of mail to J. Henechowicz
23-Apr-2020	Patrice Bigaignon	.50	responding to email from Jerry and client enquiry called Carolyn for details
23-Apr-2020	Patrice Bigaignon	.30	converting word document to fillable PDF per Jerry request
23-Apr-2020	Michael Litwack	3.30	Preparing payroll calculations; Correspondence w/ R Walliser re phone system; Search for and review of manual for Talk switch phone systems; Calls and texts with B Carnduff to walkthrough setting up phone system, redirections and voicemails; Conference call re tracking of customer responses; Emails re supply chain.
24-Apr-2020	Jerry Henechowicz	2.80	Multiple emails to customers, reviewing employee payments, calls with insurers, drafting and arranging for town hall among customers, call with Haliburton County.
24-Apr-2020	Jessie Hue	1.50	Website postings, discussion and email with TD on the incoming e transfer process and setup, further follow up with Jerry with email and
24-Apr-2020	Jessie Hue	.50	Correspondence with M. Litwack for prior notice and post the notices to creditors to the website
24-Apr-2020	Michael Litwack	5.30	Security camera review; Emails re changing camera positions; Review of Facebook group postings; Emails and call with O Gaffney re representing customer group; Drafting of notice for town hall meeting; Calls with J Henechowicz; Preparation of customer tracking schedule; Preparation of schedule for master e-mail list; Updating customer tracking schedule; Emails re website updates; Drafting of website update; Email to K Hedley; Emails and call with L Morrison (TD); Emails re payment information for employees; Responding to customer emails; Preparing list of questions for town hall meetings.
24-Apr-2020	Akhil Kapoor	.10	Updating Prospective purchaser list with a new NDA received on April 24 and email communication with Jerry re updating B. Cheng (MNP Audit Partner) about extension in Offer submission timeline
26-Apr-2020	Jerry Henechowicz	1.40	Preparation for and first town hall call with customers
26-Apr-2020	Michael Litwack	2.60	Responding to customer e-mails; Townhall meeting for customers (Sunday meeting)
27-Apr-2020	Jerry Henechowicz	3.00	Preparation for and town hall call, review of multiple follow up emails, call with staff, review of parcel registry provided by Torkin Manes, calls with potential purchasers, emails with insurers
27-Apr-2020	Jessie Hue	.70	Payroll payment to employees, save confirmation to the directory and email M. Litwack and J. Henechowicz same.
27-Apr-2020	Patrice Bigaignon	.50	responding to enquiries

**MNP LTD
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
27-Apr-2020	Michael Litwack	7.30	Preparing for town hall meeting; summarizing and preparing submitted questions; responding to customer emails re phone number; Calls with J Henechowicz, B Carnduff and C Moore; Revising spring launch tracking schedule and inputting data; Town hall meeting with customers; Responding to customer emails after town hall meeting; reviewing security footage; Calls to customers with questions post town hall meeting; Emails to customers re discussions during town hall meeting;
27-Apr-2020	Akhil Kapoor	.20	Speaking with one of the prospective purchasers and updating Michael and Jerry about it
28-Apr-2020	Jerry Henechowicz	2.10	Updates to CIM, update call with Marina Staff, reviews and updates to CIM, responding to customer emails 35823
28-Apr-2020	Jessie Hue	.80	Posting banking activity and bank charges for the month of March and bank rec.
28-Apr-2020	Jessie Hue	1.00	T/c with J. Henechowicz, prepare cheque requisitions and prepare courier for Jerry.
28-Apr-2020	Jessie Hue	.30	T/c with former employee regarding WEPP form and instructions.
28-Apr-2020	Jessie Hue	.70	Posting e transfer transaction to Ascend for the month of April and email same to J. Henechowicz. Save TD e transfer accepted funds confirmation to the directory.
28-Apr-2020	Patrice Bigaignon	1.25	responding to customer enquiries
28-Apr-2020	Patrice Bigaignon	.25	Assisting Carolyn with technical issue
28-Apr-2020	Michael Litwack	6.60	Correspondence re cameras; Calls with customers; Calls with B. Carnduff and C. Moore; Emails and direction re sending out agreement letters; Preparing materials for data room, including adding of disclaimers; Preparing schedules to compare financials for data room; Direction to C. Moore re preparing records for data-room; Call from interested party; Emails re warranty boat work.
29-Apr-2020	Jerry Henechowicz	2.10	completing and sending of draft CIM to Torkin Manes for review, responding to customer enquiries
29-Apr-2020	Patrice Bigaignon	.25	Assisting Carolyn with question and responding to customer emails
29-Apr-2020	Michael Litwack	3.90	Calls and emails with customers; Completed updated revised spring launch tracking schedule with previously entered data; Direction re preparation of slip data; Summaries prepared of storage and winterization rates for data room; Calls and emails re camera settings; Emails re release waiver
29-Apr-2020	Akhil Kapoor	.10	Responding to Prospective Purchaser on their email queries
30-Apr-2020	Jerry Henechowicz	2.40	Call with prospective purchasers, conference call with staff, call with Torkin Manes to update CIM and Lake of Bays boat launch agreement, follow up emails from customers, review of data room content
30-Apr-2020	Michael Litwack	3.60	Conference call with B. Carnduff, C. Moore and J. Henechowicz; Responded to customer calls; Revising CIM for data room; Emails re property searches and unidentified PINs; Emails re credit cards; Call from B Carnduff.

167.00

MNP LTD

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD APRIL 1 to 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
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BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	9.90	375.00	3,712.50
Jerry Henechowicz	41.50	630.00	26,145.00
Jessie Hue	17.80	220.00	3,916.00
Matthew Lem	2.90	595.00	1,725.50
Michael Litwack	61.90	375.00	23,212.50
Patrice Bigaignon	33.00	220.00	7,260.00
Total	167.00		65,971.50

Invoice

Invoice Number : 9419646

Client Number : 0721880

Invoice Date : Aug 4 2020

Invoice Terms : Due Upon Receipt

Old Mill Marina (Kawagama) Limited
 c/o MNP Ltd.
 111-300 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Old Mill Marina (Kawagama) Limited for the period ended 31-May-2020 as set out on the attached time and billing summary. Fees have been reduced to \$64,000 as a professional courtesy. 65,068.86

Harmonized Sales Tax : 8,458.95

Total (CAD) : 73,527.81

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
 sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-May-2020	Jerry Henechowicz	3.10	Completion of data room and CIM, calls from customers and prospective purchasers, review of revised operating status re COvid, review of Ontario Ministry operating guidelines, dealing with employee operating issues
01-May-2020	Jessie Hue	1.20	Filed employee claim with Service Canada, save claim to the directory and update tracker. Email confirmation to J. Henechowicz. Prepare general response email in relation to WEPP claim. Email employee instruction and confirmation of the filing of claim received.
01-May-2020	Jessie Hue	.10	Saving TD e transfer accepted funds to the directory.
01-May-2020	Jessie Hue	.30	Dealing with redirection of mail.
01-May-2020	Michael Litwack	3.60	Preparation of employment agreements and emails offers; Preparing payroll for C. Moore and direction re payments; Call to United Propeller; Emails re propellers; Calls and emails with benefits provider; Emails re benefits; Emails re property searches; Meeting w/ J Henechowicz re finalizing CIM for data room; Emails responding to customers; Correspondence re protective equipment for opening marina; Conference call with B Carnduff and C Moore.
01-May-2020	Akhil Kapoor	.10	1) Discussion with Michael re information related to teaser shared with prospective purchasers2) Discussion with a prospective purchaser re data room access
03-May-2020	Jerry Henechowicz	.80	Preparation for and conference call with staff re new Covid and Social Distancing precautions
03-May-2020	Michael Litwack	.30	Conference call re opening with COVID
04-May-2020	Jerry Henechowicz	2.10	Responding to customer and potential purchaser enquiries, call with J Hubble, review of Appraisal, updates to data room, call with staff re payments, emails related to insurance
04-May-2020	Jessie Hue	.50	Banking, prepare e transfer to employees, posting of transfer and fees in Ascend.
04-May-2020	Michael Litwack	5.10	Revisions and finalization of CIM; Population of dataroom; Review and confirmation of all signed NDAs; Prepared schedule for providing access to data-room; Setting up dataroom and opening access for parties; Call with D. Keul; Call with B. Carnduff; Security; Emails re invoices to pay; Emails responses to customers; Preparation of online job posting for mechanic; Emails re incomplete CIMs.
04-May-2020	Akhil Kapoor	.60	1) Finding details about Ontario Boat Association and sending them the revised timelines for submission of offers to enable them to post it on their website.2) Sending teaser and NDA to a prospective purchaser3) Updating related documents
04-May-2020	Akhil Kapoor	1.10	1) Updating prospective purchaser list with new NDA, discussion with Michael re NDA received and responding to queries from PP.
04-May-2020	Akhil Kapoor	.60	1) Sending an email to all prospective purchasers to update them about data room status2) Internal team discussion about going live for the data room and related activities
05-May-2020	Jerry Henechowicz	1.50	Calls with prospective purchasers, on site visit and meeting with Brad Carnduff to review spring launch logistics and related issues
05-May-2020	Jessie Hue	.70	Prepare cheque req and posting in Ascend.
05-May-2020	Jessie Hue	.20	Forward to M. Litwack boat launch agreements received by mail.
05-May-2020	Jessie Hue	.80	Save WEPP claims to the directory, filing of claims with Service Canada, follow up calls and email confirming of the filing.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
05-May-2020	Patrice Bigaignon	.20	responding to customer questions
05-May-2020	Patrice Bigaignon	.20	responding to customer questions
05-May-2020	Michael Litwack	4.40	Calls and emails re United Propeller pickup; Correspondence re disclosure of data room information to unauthorized party; Modified dataroom permissions; Email to interested parties re disclosure of information and suspension of data room; Added property description to data room; Emails and call to J Tertigas re security changes; Prepared employee agreements; Emails re employee agreements; Calls with B Carnduff and C Moore; Responding to customers calls and emails; Draft of new customer notice for marina updates.
05-May-2020	Akhil Kapoor	.10	Responding to queries from prospective purchasers on the data room and directing some of them to M. Litwack (internal team)
05-May-2020	Akhil Kapoor	.40	Reverting to queries of prospective purchasers on access and rights in the data room
06-May-2020	Jerry Henechowicz	2.10	Multiple calls and emails related to credit card processing, customer issues, review of expenses, redrafting of customer notices and banking issues
06-May-2020	Sheldon Title	.30	call with Lisa Morrison and Jerry re: credit merchant visa agreement/privileges
06-May-2020	Jessie Hue	.90	Dealing with redirection of mail, forward the signed agreements to M. Litwack. Prepare cheq req. Email C. Moore for other passwords for e transfers received .
06-May-2020	Jessie Hue	.60	Follow up on password and E transfers confirmation posting. Further correspondence with C. Moore on passwords and e transfers.
06-May-2020	Patrice Bigaignon	.50	responding to customer questions
06-May-2020	Michael Litwack	4.50	Calls and emails re security patrols; Review of security footage; Calls with B Carnduff and C Moore; Calls and emails re benefits for new employee; Draft for newspaper advertisement of sale process; Instructions for remote access for new employee; Emails with IDS re invoice correction and change in accounts for new employee; Employee form matters; Responding to customer emails; Call and email re equipment list; Data room access change; Review of NDA and added to interested party list.
06-May-2020	Akhil Kapoor	.10	Emailing NDA to a prospective purchaser and responding to PP queries on data room addl. material
07-May-2020	Jerry Henechowicz	2.80	Multiple calls with prospective purchasers and customers, calls and emails with TD VISA and alternate supplier, update call with J Hubble, emails and calls with staff re MOL, finalization of update letters
07-May-2020	Jessie Hue	.90	Dealing with redirection of mail, forward the signed agreements to M. Litwack. Prepare cheq req. Email C. Moore for other passwords for e transfers received .
07-May-2020	Jessie Hue	.80	Email Globe and Mail and National Post the teaser and request for quote for M. Litwack. Follow up with Jerry and confirming the date of the publication for the National Post for
07-May-2020	Jessie Hue	.60	Follow up on password and E transfers confirmation posting. Further correspondence with C. Moore on passwords and e transfers.
07-May-2020	Patrice Bigaignon	.50	drafting new slip rental letter for new customer

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
07-May-2020	Michael Litwack	5.90	Meeting w/ J. Henechowicz to revise and finalize customer notice and letter re amendments to launch agreement; Preparation for publication and direction re publication of update notice; Updating customer list with new email addresses; Call with D. Keul re internet and email access at premises and direction re rebooting router system; Calls with B Carnduff; Emails re Ministry of Labour complaint; Call to C. Weir of Ministry of Labour; Preparation of memo for file on MOL complaint and resolution; Calls with J Henechowicz throughout the day; Security camera footage review; Emails and calls to respond to customers; Emails to respond to parties with access to data-room; Review of NDAs and adding parties to data-room; Adding counsel, secured creditor, and counsel to secured creditor to data-room; Direction and emails re newspaper ad; Calls and emails re benefits plan for J Hammond; Adjustments to wages re overtime pay; Emails re last weeks wage hours; Direction to P. Bigaignon re sending individual customer's agreements.
07-May-2020	Akhil Kapoor	.30	1) Updating PP list with a new NDA and providing data room access2) Reviewing NDA of another prospective purchaser and highlighting changes made by in NDA to Jerry.3) Discussion with Jerry and providing data room access to the prospective purchaser
08-May-2020	Jerry Henechowicz	1.40	Multiple calls and emails relating to customer enquiries, prospective purchasers, disbursements related to operations, employee payroll and Covid - 19 protocols
08-May-2020	Jessie Hue	1.50	Prepare cheques and mailing payments, set up automatic e transfer receipts with TD. Correspondence with Carolyn and confirmation of the funds received to date. Prepare cheque req. Email
08-May-2020	Patrice Bigaignon	.50	responding to customer emails and questions
08-May-2020	Michael Litwack	3.70	Emails re access to data room; Updating files in dataroom; Email from and call with interested party; Emails re responding to customers; Directions re sending customer agreements; Call with C. Moore; Call w/B Carnduff; Call to fuel supplier; Emails re fuel; Preparing payroll deduction calculations; Building out payroll schedule for new employees;
11-May-2020	Jerry Henechowicz	.80	Attending to various operational issues
11-May-2020	Jessie Hue	.60	Prepare e transfer wages payment, posting in Ascend and email J. Henechowicz and M. Litwack confirmation.
11-May-2020	Jessie Hue	.20	Forward message from Brad to Jerry in relation to the inspection of gas and removal of waste and awaiting invoice.
11-May-2020	Jessie Hue	.50	Filing WEPP claim with Service Canada, update schedule and email former employee confirmation and instruction for filing. Review of e transfers and website updated with Notice to Customers.
11-May-2020	Jessie Hue	.30	Follow up with the notice in the National Post for final approval, request further change and email B. Campisi for approval to proceed with notice.
11-May-2020	Patrice Bigaignon	.10	forwarding information to M. Litwack
11-May-2020	Michael Litwack	3.60	Call from B Carnduff; Reviewing NDAs and adding parties to data-room; Preparation of, emails regarding, revisions to and posting of equipment schedule including financial notes disclaimer to data-room; Emails with interested parties; Emails with J Hubble; Responding to customer inquiries; Correspondence re change to oldmillmarina.ca website; Call to Bowman Fuels.
12-May-2020	Jerry Henechowicz	1.50	On site visit reviewing operations and related issues, calls with customers, bank for credit cards
12-May-2020	Jessie Hue	1.20	Save and post e transfer receipts to Ascend and save back up to the directory. Further inquiry with Carolyn as to the e transfer regarding password as unable to contact. Email and t/c to obtain password and accept transfer and posting in Ascend. Prepare schedule of receipts.

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
12-May-2020	Michael Litwack	3.90	Calls with B Carnduff and C Moore; Emails with customers; Emails re NDAs and access to dataroom; Adding documents to data room; Calls with customers; Calls with fuel providers to have tank filled; Call to marine service parts distributor; Emails with J Simpson re change in operational restrictions; Prepared key delegate letter; Draft of notice to customers re launch for water-access-only property owners; Calls with J Henechowicz.
12-May-2020	Akhil Kapoor	.10	Providing data room access to one of the PPs and email discussion with them
13-May-2020	Jerry Henechowicz	2.30	Calls with staff and customers on spring launch, update with John Hubble, credit card utilization input meeting, preparation of signage and Covid operations status
13-May-2020	Jessie Hue	.80	Accepting e transfer funds from Tangerine and confirming with C. Moore and J. Henechowicz will take couple of days to hit the account. Posting e transfers to Ascend
13-May-2020	Jessie Hue	.90	Conference call with Option pay regarding credit card.
13-May-2020	Jessie Hue	.50	Banking, confirming integrated invoice paid to date and confirm with M. Litwack invoice provided not paid. Scan boat launch agreement received by mail and Email C. Moore and
13-May-2020	Jessie Hue	.40	Accept e transfer as password provided and emailed confirmation to the confirmation to J. Henechowicz and C. Moore. Update website with the Notice to customers dated May13.
13-May-2020	Jessie Hue	.40	Prepare receipt vouchers of the cheques received, scan to the directory and email M. Litwack.
13-May-2020	Patrice Bigaignon	.75	responding to customer emails, investigate customer not found in database
13-May-2020	Michael Litwack	7.20	Finalization of customer notice; Direction re customer notice; Sending out customer notice; Correspondence with customers to respond to inquiries; Meeting re use of credit card system; Updating customer schedule with etransfer payments; Calls and emails re ordering fuel; Emails re attending site for sale process; Review and drafting of release agreements; Calls with J Henechowicz, B Carnduff and C Moore; Call re interested party for sale process; Calls with parts supplier and battery suppliers.
14-May-2020	Jerry Henechowicz	2.30	Multiple emails/calls with customers re old receivable to be paid, preparation and review of updated customer notice, response to prospective purchasers, sending of Lake of Bays boat launch agreement
14-May-2020	Jessie Hue	.80	Banking, saving and posting e transfers received and updating schedule and email same with J. Henechowicz. Dealing with call and forward to M. Litwack.
14-May-2020	Jessie Hue	.70	Banking at branch depositing boat launch payments and email C. Moore copy of the cheques and boat launch agreements.
14-May-2020	Jessie Hue	.20	Email Loopstra Nixon invoice to J. Henechowicz and save to the directory.
14-May-2020	Patrice Bigaignon	.20	responding to customer emails and questions
14-May-2020	Patrice Bigaignon	.30	responding to customer emails and questions
14-May-2020	Michael Litwack	6.80	Review of credit card payments being made; Emails re credit card payments; Responding to customer emails and phone calls; Calls with B Carnduff and C Moore; Calls and meetings with J Henechowicz; Calls with fuel supplier; Call with parts and batteries supplier to create accounts; Drafting of release agreements for dry land pickup; Emails re site visit; Emails and call re NDA and access to data room; Emails and calls re provincial government announcement; Draft of customer notice; Draft of COVID related guidelines; Preparing mass emailing for customer update; Direction re site update; Email to website host.
15-May-2020	Jerry Henechowicz	2.50	Multiple emails and calls with customers, reviewing credit card payments, execution and sending of Lake of Bays agreement, calls with staff and other related matters, drafting and
15-May-2020	Jessie Hue	.30	Banking, posting e transfer receipts and updating tracker.

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
15-May-2020	Jessie Hue	.30	Update website with the Notice to customer and guidelines for opening.
15-May-2020	Jessie Hue	.50	Prepare payroll cheque req and letter for payment to the RP1 account.
15-May-2020	Michael Litwack	2.90	Calls with B Carnduff and C Moore; Emails re posting notice of COVID guidelines; Review of credit card payments and reconciled with pay report; Emails re unreconciled balance; Call from Maslack supply; Emails re consignment agreement for batteries; Signed and sent agreement for batteries; Access to dataroom; Responding to customer email; Draft of release form for site visit by interested party; Calls with interested parties; Calls with J Henechowicz.
16-May-2020	Michael Litwack	1.00	Review and revision to release agreement for trailers including creation of mail merge; Revision to release for parties attending on site and emails re attendance.
17-May-2020	Michael Litwack	3.30	Meeting at premises with interested parties for site tour; Preparing payroll for May 18, 2020; Emails re phone system message; Email re employee matters; Discussions w/ B Carnduff; Call w/ J Henechowicz; Review and revisions to trailer pickup release; Email to C Moore re trailer release form.
19-May-2020	Jerry Henechowicz	2.10	Multiple emails and calls related to confirming cash flow to completion of spring launch, update call with J. Hubble, review of payroll and cash receipts, responding to customer enquiries, update to Wells Fargo on financed inventory
19-May-2020	Jessie Hue	3.00	Banking, posting etransfer and updating schedule. Payroll set up for additional employees and email employee the password details and email J. Henechowicz confirmation.
19-May-2020	Patrice Bigaignon	.70	responding to customer questions and emails, looking into issue with customer not previously accounted for, updated database, generated new letter and sent to customer
19-May-2020	Patrice Bigaignon	.50	conference call
19-May-2020	Patrice Bigaignon	.25	responding Carolyn and customer questions
19-May-2020	Michael Litwack	3.50	Emails re fuel invoices; Email re site attendance; Emails re connecting interested party with J Hubble; Email to J Hubble; Reconciliation of credit card payments and email to D. Kuel re same; Conference call re reconciliation; Review and reconciliation of etransfer payments; Emails re etransfers to incorrect address; Review of previous payroll information and emails with interested party re same; Emails with interested parties generally; Email to TSSA; Prepared employment agreements for two additional employees; Review of NDA and adding parties to dataroom.
19-May-2020	Akhil Kapoor	.10	Call with a PP re inventory at Old Mill Marina and about NDA execution
20-May-2020	Jerry Henechowicz	1.10	Banking review and calls with staff, customer responses
20-May-2020	Jessie Hue	1.50	Dealing with remitting payment by etransfer to new employee and set up. Follow up with employee as to etransfer password.
20-May-2020	Patrice Bigaignon	.40	responding to Jerry questions looking up related information and sending customer required letters. Responding to customer emails and questions
20-May-2020	Michael Litwack	4.90	Review of NDAs and update access to dataroom; Review of security footage; Emails responding to interested parties' inquiries; Emails re customer payments; Reconciliation of payments made to date including creating report on balances owing; Reconciliation of launch schedule to Ascend; Responding to customer inquiries; Emails re preparing IDS reports; Call from Scotiabank (Huntsville); Calls with customers; Emails re changing Option Pay information; Correspondence re estimating balance of invoices to be issued;
20-May-2020	Akhil Kapoor	.30	1) Receiving 2 new sets of NDA, updating PP tracker and providing data room access to the 2 PPs2) Discussion with couple of PPs re NDAs
21-May-2020	Jerry Henechowicz	1.10	On going review and calls with Company nonoperating and banking
21-May-2020	Jessie Hue	2.00	Banking, posting etransfer deposits and updating schedule. Etransfer payment to B. Carnduff for disbursements and postings.

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
21-May-2020	Jessie Hue	.80	Dealing with redirection of mail and incoming mail. Scan credit card authorization, executed NDA and cheque to J. Henechowicz.
21-May-2020	Patrice Bigaignon	2.00	responding to enquiries from Jerry, Michael, Carolyn, Brad and various customers
21-May-2020	Michael Litwack	.80	On track - Emails re Garnishment order; Call to Sherriff's office; Email re obtaining order approving proposal.
21-May-2020	Michael Litwack	3.40	Correspondence re reconciliation of funds; Emails and meeting with J Henechowicz re estimated sales to completion of launch; Emails re AMEX dispute; Emails with C Moore re customer questions; Emails and call with interested party re attendance; Emails re Maslack batteries invoice; Call from B Carnduff and emails re issue with payroll payment; Emails regarding and draft of Bill of Sale for Princecraft.
21-May-2020	Akhil Kapoor	.20	Call with a boat owner to discuss his concern regarding the boat and sharing updated information with him. Also advising him to write of Old Mill Marina email address to ensure his concern is addressed properly
22-May-2020	Jerry Henechowicz	2.10	Call with J Hubble and Loopstra on redevelopment options, calls with prospective purchasers, payment of bills, multiple emails and calls from customers, review of R&D and estimate recoveries
22-May-2020	Jessie Hue	2.50	Banking, cheque req, postings dealing with calls and direction of mail. Dealing with payroll issues, t/c with Brad resending two etransfers for payroll. Cancel prior etransfer and posting, reconcile report to date.
22-May-2020	Jessie Hue	.40	Bank rec.
22-May-2020	Patrice Bigaignon	.50	responding to customer emails and sending letters out
22-May-2020	Michael Litwack	4.40	Emails re payroll; Emails re employee contracts; Call w/ B Carnduff; Call from T. Medri (Regal Boats); Correspondence with customers; Emails w/ C Moore re customer concerns; Correspondence w/ M Rabinovitch; Processing payroll; Emails re employee documents for payroll; Preparing Task and Terms letter for M. Rabinovitch; Setting up e-mail address for M. Rabinovitch; Call w/ M. Rabinovitch; Direction to J Hue re payroll.
23-May-2020	Jerry Henechowicz	2.50	On site meeting with staff and reviewing operations, meeting with prospective purchasers
25-May-2020	Jerry Henechowicz	1.10	Multiple emails and calls related to spring launch and review of payroll issues
25-May-2020	Patrice Bigaignon	.40	responding to customer emails and questions
25-May-2020	Michael Litwack	4.90	Calls with interested parties re attendance at premise; Emails re COVID release for interested parties; Review of provincial legislation re holiday pay; Meeting w/ J Henechowicz re holiday pay; Revised payroll; Direction re payroll; Setup of email accounts for new employees; Emails re IDS setup for M Rabinovitch; Call with M Rabinovitch; Correspondence w/ M Rabinovitch re position and account setup; Prepared estimate of R&D to end of June 2020; Emails w/ J Henechowicz re R&D estimate; Emails w/ L Burchi-Carnduff; Call w/ B Carnduff re update on Wajax estimate; Emails with interested party re financial statements; Emails with A. Riches (Torkin Manes) re property PIN searches.
25-May-2020	Akhil Kapoor	.30	Providing access to the data room to PPs, updating NDA tracker and discussion with a PP
26-May-2020	Jerry Henechowicz	1.30	Staff planning meeting, calls with potential purchasers, review of banking and results, preparation for call with Secureds and counsel.
26-May-2020	Jessie Hue	.20	Dealing with creditor response and forward to C. Moore and general email account.
26-May-2020	Jessie Hue	.60	Prepare cheque requisition, entry for payroll, request for Ascend cheque approval, request details for finalizing courier and anticipated time of receipt for tomorrow.
26-May-2020	Patrice Bigaignon	.20	responding to customer questions and emails

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD MAY 1 TO MAY 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
26-May-2020	Michael Litwack	7.00	Emails and calls re R&D estimate; Revision to R&D estimate; Updated data site w/ new document; On site for site tours with interested parties; Discussions with employees throughout the day; Discussions w/ M Rabinovitch; Calls with J Henechowicz; Conference call; Setup of computer system for L. Burchi; Calls w/ J Tertigas.
27-May-2020	Jerry Henechowicz	1.50	Preparation for and update call with John Hubble and Ian Scarlett, various emails and calls related to various operational issues.
27-May-2020	Jessie Hue	1.50	Banking, prepare the payroll, request and arrange for courier, postings, dealing with calls.
27-May-2020	Michael Litwack	3.80	Call from B Carnduff; Call to customer re engine damage; Calls with J Henechowicz; Call with M Rabinovitch; Call with C Moore; Call from interested party; Emails re NDA and access to data room; Emails re inquiry re residential home; Emails re Arlo cameras; Call re phone systems and computers.
28-May-2020	Jerry Henechowicz	1.00	Multiple emails and calls re operations
28-May-2020	Jessie Hue	4.20	Correction to prior postings, export banking activity for the month of May. Reconcile to prior postings and correcting receipt entries to gross amounts and prepare the bank reconciliation.
28-May-2020	Michael Litwack	3.20	Correspondence re damage to customer's boat cover; Calls with M Rabinovitch and C Moore; Setup of file for tracking of launch dates and scheduling; Calls to Scotiabank and Bankruptcy Highway re truck payouts; Prepared and sent fax requesting payout for Ford vehicles; Call from interested party; Emails re interest in storage buildings; Emails and call with customer re launch;
29-May-2020	Jerry Henechowicz	.80	Responding to various customer issues
29-May-2020	Patrice Bigaignon	.75	responding to customer emails and questions from Carolyn, prepared new letter for new customer and sent it out
29-May-2020	Patrice Bigaignon	.25	responding to customer emails and sending letters out
31-May-2020	Michael Litwack	1.00	Processing payroll; Emails re payroll reports; Direction to J Hue.
		<u>179.10</u>	

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	4.30	375.00	1,612.50
Jerry Henechowicz	37.80	630.00	23,814.00
Jessie Hue	34.40	220.00	7,568.00
Michael Litwack	93.10	375.00	34,912.50
Patrice Bigaignon	9.20	220.00	2,024.00
Sheldon Title	0.30	630.00	189.00
Total	<u>179.10</u>		<u>70,120.00</u>

DISBURSEMENTS

Firmex online data room	535.00
Personal protective equipment	533.86
	<u>1,068.86</u>

TOTAL FEES AND DISBURSEMENTS 71,188.86

Invoice

Invoice Number : 9419664 **Client Number :** 0721880
Invoice Date : Aug 4 2020 **Invoice Terms :** Due Upon Receipt

Old Mill Marina (Kawagama) Limited
 c/o MNP Ltd.
 111-300 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Old Mill Marina (Kawagama) Limited for the period June 1 to 30, 2020 as set out on the attached time and billing summary. Fees have been reduced to \$27,000 as a professional courtesy.

27,650.30

Harmonized Sales Tax : 3,594.54

Total (CAD) : 31,244.84

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
 sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

**MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Jun-2020	Jerry Henechowicz	.70	Responding to various customer and staff emails, review and approval of payments
01-Jun-2020	Jessie Hue	1.60	Prepare payroll, reconcile and posting of the receipts. Prepare cheque reqs for J. Henechowicz and arrange for courier.
01-Jun-2020	Michael Litwack	3.60	Call w/ T. Medri (Regal Boats); Call from C Moore; Call from B Carnduff; Calls w/ M Rabinovitch; Call with interested party; Emails with interested parties; Emails and call with customer re service repair; Voicemails and direction to M Rabinovitch re customer contacts; Direction to M Rabinovitch re reconciliation.
02-Jun-2020	Jerry Henechowicz	1.30	At Marina meeting with staff and reviewing status of operations
02-Jun-2020	Jessie Hue	.20	Banking, provide J. Henechowicz with bank account details.
02-Jun-2020	Jessie Hue	.20	Follow up with M. Litwack and J. Henechowicz as to the incoming mail received requires to be courier.
02-Jun-2020	Michael Litwack	2.00	Conference call; Emails re fuel order; Preparation of employee contract for new hire; Emails w/ M Rabinovitch re reconciliation of accounts; Emails re mail.
03-Jun-2020	Jerry Henechowicz	.70	Review of disbursements and receipts
03-Jun-2020	Jessie Hue	.30	Prepare cheque requisition for J. Henechowicz expense for Wajax invoice.
03-Jun-2020	Jessie Hue	2.50	Banking, prepare EFT requisitions back up and request for email confirmation. Prepare wire instructions and dealing with password set up with TD. Follow up with S Ayer on the password updating. Prepare wire and email J. Henechowicz issues and direction. T/c and email Crystal at Wells Fargo regarding incomplete wire instructions and confirm with J. Henechowicz preparation of the cheque. Prepare the cheque email Jerry and Sheldon for dual signature issues with Ascend and arrange for the cheque to be couriered.
03-Jun-2020	Jessie Hue	.30	Follow up with M. Litwack on the status of the letter. Further call with M. Litwack to confirm details of the mailing.
03-Jun-2020	Michael Saxe	.50	prep & call w/ jerry re cews application & info to Sariyya
03-Jun-2020	Patrice Bigaignon	.25	responding to customer emails and sending appropriate documents
03-Jun-2020	Michael Litwack	1.70	Voicemails from customer and direction to P. Bigaignon; Call from M Rabinovitch; Call w/ B Carnduff; Call to Bowman Fuels; Emails re fuel order; Prepared blank slip rental agreement; Emails re IDS access; Correspondence w/ interested party re COVID release for site tour; Emails re fuel order.
04-Jun-2020	Jerry Henechowicz	.20	Calls from customers
04-Jun-2020	Jessie Hue	.30	Arrange courier to pick up of payment for Wells Fargo. Request for details of the deposit for posting.
04-Jun-2020	Patrice Bigaignon	.20	responding to customer emails and sending required documents
04-Jun-2020	Michael Litwack	4.20	Attended at premises to provide site tour to interested party; Discussions and tour w/ interested party; Discussions and tour with J Hubble; Accessing phone system to setup voicemail systems; Direction to L Burchi on phone systems; Discussions w/ employees; Calls w/ J Henechowicz; Emails re interested party.
04-Jun-2020	Sariyya Panahi	.50	call with Bonnie re: CEWS claim
05-Jun-2020	Jerry Henechowicz	.50	Dealing with multiple operational issues

**MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
05-Jun-2020	Jessie Hue	3.80	Banking at branch, posting the various cheques email Carolyn copies. Prepare bank rec for May. Prepare posting for the week of June, prepare receipt vouchers, posting the sale receipt and attached bill of sale.
05-Jun-2020	Patrice Bigaignon	.20	responding to customer emails and sending documents
05-Jun-2020	Bonnie Ren	.60	manager discussion for work to do and email question list to manager
05-Jun-2020	Michael Litwack	2.90	Emails w/ interested party; Emails re employee hours; Preparation of payroll calculations; Direction re payroll; Emails re source deductions; Call from customer; Emails re customer request; Response to interested party request for further information; Call with interested party; Call to J Henechowicz re potential offer and requiring terms in offer.
05-Jun-2020	Sariyya Panahi	.25	email to Jerry]
08-Jun-2020	Jerry Henechowicz	1.00	Review and payment of payroll, calls with staff, updates with potential purchasers
08-Jun-2020	Jessie Hue	.20	Transfer incoming call to M. Litwack and to the engagement email account.
08-Jun-2020	Jessie Hue	.30	Dealing with the redirection of mail, save to the directory and email J. Henechowicz and M. Litwack. F/u email with M. Rabinovitch confirming payroll period of payment.
08-Jun-2020	Jessie Hue	1.60	Prepare payroll cheques and prepare cheque requisition, add new etransfer payees, email employees the password and send efile transfer, posting and etransfer bank charges, prepare cheque req for disbursement, prepare letter to CRA for source deductions payment and follow up on the opening of the RT and RP account.
08-Jun-2020	Patrice Bigaignon	.20	responding to customer emails, sending required documents.
08-Jun-2020	Michael Litwack	2.90	Call w/ M Rabinovitch re reconciliation; Review of IDS for reports on invoices by categories; Working on reconciliation of accounts; Email re sale of motor; Emails with interested party; Emails re receivables; Direction to D Keul re preparing P&L reports; Emails re purchasing of equipment; Emails with interested party; Emails w/ customer; Review and revision to letter re source deductions; Draft of bill of sale; Responses to additional inquiries from interested parties.
09-Jun-2020	Jerry Henechowicz	.30	Update call with staff, review of disbursements
09-Jun-2020	Jessie Hue	.90	Banking, printing payroll cheques and mailing of the vendor payments. Request for courier for payroll cheques to send to Old Mill. Dealing with calls and forward accordingly to J. Henechowicz and the engagement email account.
09-Jun-2020	Jessie Hue	.30	Prepare cheque requisition for insurance and email J. Henechowicz confirmation.
09-Jun-2020	Patrice Bigaignon	.40	Responding to customer emails and sending required letters.
09-Jun-2020	Michael Litwack	2.90	Call from B Carnduff re sale of boat; Emails re pickup; Accessing historical financial records and preparing monthly profit and loss reports to derive revenue information for CEWS application; Emails re inputting May financial information; Review of M Rabinovitch reconciliation; Emails re cheque deposit; Reconciling of accounts; Revised and sent Bill of Sale for sale of Legend boat; Conference call; Call from M Rabinovitch; Email re reconciliation; Email to interested party re costs of advisors.
10-Jun-2020	Jerry Henechowicz	1.00	Review of month end reconciliation and related issues

**MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
10-Jun-2020	Jessie Hue	.40	Banking, prepare cheque requisitions and mailing.
10-Jun-2020	Patrice Bigaignon	.40	Responding to customer emails; sending required documents; email correspondence with M. Litwack and J. Henechowicz
10-Jun-2020	Michael Litwack	3.10	Revision to monthly reconciliation; Emails re reconciliation; Call from B Carnduff; Call from M Rabinovitch; Call w/ customer re damage to boat; Emails with interested party; Voicemail from and call to interested party; Review of NDA and providing access to dataroom; Retrieved reports from IDS on invoices created and payments made during review period to May 31; Created reconciliation report on all invoices and payments from appointment to May 31, 2020; Email to J Henechowicz with revised reconciliation.
11-Jun-2020	Jerry Henechowicz	1.00	On site visit and review of operations
11-Jun-2020	Michael Litwack	1.50	Preparing payroll for previous week; Call w/ J Henechowicz re employees, sale process and reconciliation; Review of companies accounting records; Email to D Keul re inconsistency with receivables balance; Call w/ J Henechowicz re conditions on offers; Email to interested party; Emails with D Keul and further review re reconciliation; Call from M Rabinovitch; Calls with interested party; Call w/ J Henechowicz re possible offer extension; Email re new employee; Created employee documents for P Baker;
12-Jun-2020	Jerry Henechowicz	1.10	Review of offers, review of status of Laidlaw offer, review of cash flow and boat release status
12-Jun-2020	Jessie Hue	.60	Email Boat launch agreements, credit card authorization to C. Moore. Email Hydro invoices from the receiver to confirm remittance.
12-Jun-2020	Jessie Hue	.20	Dealing with offer and t/c with reception regarding receipt.
12-Jun-2020	Michael Litwack	3.00	Emails re offers; Review of offers; Emails w/ Commercial Crescent Corporation; Calls with M. Laidlaw re extension; Calls w/ J Henechowicz re extension; Messages w/ B Carnduff re fuel prices; Preparation of payroll for June 15th; Email w/ direction re payroll; Emails w/ interested party re form of offer; Emails re reconciliation of receivables with IDS.
15-Jun-2020	Jessie Hue	.20	Prepare receipt voucher of the Sundry sale of inventory and posting in Ascend.
15-Jun-2020	Jessie Hue	.30	- Prepare receipt voucher of the Sundry sale of inventory and posting in Ascend.
15-Jun-2020	Jessie Hue	1.50	Payroll prepare the cheques for payroll, prepare Etransfer for payroll, etransfer for disbursements paid by B. Carnduff, t/c with J. Henechowicz regarding payroll
15-Jun-2020	Patrice Bigaignon	.20	Responding to customer email and sending required forms.
16-Jun-2020	Jessie Hue	.30	Banking, prepare cheque req.
16-Jun-2020	Michael Litwack	.20	Call from M Rabinovitch
16-Jun-2020	Akhil Kapoor	.50	Review of information and sharing revenue for the period March 2019 and onwards
17-Jun-2020	Jessie Hue	.80	Banking, prepare remote deposit, posting etransfers and reconcile GL. Prepare cheque and request courier for Muskoka Petro Tech Inc. Email C. Moore deposit and mail received re; boat launch agreements.
17-Jun-2020	Patrice Bigaignon	.20	Responding to customer email and sending required forms.
17-Jun-2020	Michael Litwack	1.00	Call from M Rabinovitch; Emails re rejecting offers; Call to offeror to clarify offer terms; Draft letter and direction re sending letter to return deposits.

**MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED**

FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
18-Jun-2020	Jerry Henechowicz	1.50	Review of payroll, calls and emails with Laidlaw group related to information needs and form of offer to be delivered on Friday, starting process and finding information for CEWS claim by Receiver
18-Jun-2020	Jerry Henechowicz	1.30	Preparation for and call with John Hubble on status of sale process and related issues, update calls with Marina staff, review of cash-flow and other operational issues
18-Jun-2020	Jessie Hue	2.70	Export TD bank activity schedule to June 17, posting activity to date.
18-Jun-2020	Jessie Hue	.20	Review of and forward etransfer payment inquiry with C. Moore.
18-Jun-2020	Patrice Bigaignon	.50	Received email regarding new customer requiring launch letters; updated database for customer information; generated launch letters and emailed to customer
18-Jun-2020	Bonnie Ren	1.70	look through documents provided by client; document in checklist and discussion and prepare payroll question list for clients.
18-Jun-2020	Michael Litwack	1.30	Call from B Carnduff re batteries; Email re batteries on consignment; Processing payroll and direction to J Hue re payroll.
18-Jun-2020	Sariyya Panahi	1.00	call with Bonnie re: CEWS claims
19-Jun-2020	Jerry Henechowicz	1.10	Review and discussion of offer from Laidlaw group, forwarding same to Mortgagee, update with other purchasers, providing addition information for CEWS claim
19-Jun-2020	Patrice Bigaignon	.40	Responded to customer emails and sending required documents
19-Jun-2020	Bonnie Ren	1.80	update CEWS application questionnaires and email manager updates
19-Jun-2020	Michael Litwack	1.90	Emails re CEWS application; Accessing company's accounting system to generate payroll records for CEWS application; Emails re RBC enforcement on vehicles; Call
19-Jun-2020	Sariyya Panahi	.50	call with Bonnie re: CEWS
22-Jun-2020	Jerry Henechowicz	1.20	On-line payment approvals, call with J. Hubble on status of offers, update call with Cottage owners group on their offer, call with Laidlaw group, providing further information on CEWS application, follow up on outstanding leased truck payments due
22-Jun-2020	Jessie Hue	1.50	Banking, prepare payroll and etransfer payment. Prepare various vendor cheques, review of Hydro invoices and follow up with M. Litwack on payment. Arrange courier for B. Carnduff.
22-Jun-2020	Patrice Bigaignon	.50	Responding to customer emails and sending required documents
22-Jun-2020	Patrice Bigaignon	.60	Prepared customer deposit summary from March to June; email to J. Henechowicz
22-Jun-2020	Patrice Bigaignon	.60	Made corrections to customer deposit summary per discussion with J. Henechowicz
22-Jun-2020	Michael Litwack	2.80	Returning customer call; Emails re invoices for internet and IDS; Email w/ M Rabinovitch; Emails re invoices; Returning call to interested party; Call to RBC re payments for vehicles; Emails re RBC; Emails re hydro invoices; Emails re CEWS claim; Accessing company's accounting records to prepare cash receipt schedules for applicable months; Review of invoices and customer payments to review deposits made; Call re return of Chase Paymentech terminals.
22-Jun-2020	Sariyya Panahi	2.50	call with Bonnie re: CEWS, correspondence with Jerry
23-Jun-2020	Jerry Henechowicz	.30	Update email with John Hubble, update call with Marina staff and review of expenses

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FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
23-Jun-2020	Jessie Hue	.50	Banking, prepare cheque requisition and processing etransfer and postings.
23-Jun-2020	Patrice Bigaignon	.60	Responding to customer emails; new customer added to databased and generated new launch letters for said customer; email to customers advising of protocol.
23-Jun-2020	Bonnie Ren	.40	calculate revenue reduction under cash method
23-Jun-2020	Michael Litwack	.30	Call from Bowman Fuels; Emails re Bowman fuel receipts; Call to B Carnduff re fuel order.
24-Jun-2020	Jerry Henechowicz	1.00	Review of operational issues, calls with prospective purchasers, payment of operating expenses.
24-Jun-2020	Jessie Hue	.50	Banking, prepare cheque reqs and etransfer, dealing with emails and calls and forward inquiry to C. Moore.
24-Jun-2020	Michael Saxe	.40	cews: review revenue drop calculations + discuss w/ Sariyya
24-Jun-2020	Patrice Bigaignon	1.30	Responding to customer emails, sending required documents; discussion with C. Moore regarding special case with transfer of ownership regarding a boat advised ow to proceed; phone call to customer left voicemail; discussion with M. Litwack.
24-Jun-2020	Michael Litwack	.20	Emails w/ P Bigaignon re transfer of ownership and new launch agreement.
24-Jun-2020	Sariyya Panahi	1.00	Preparation of CEWS claim filing
25-Jun-2020	Jerry Henechowicz	1.00	On site reviewing operations and related issues with Marina Manager
25-Jun-2020	Jessie Hue	.80	Banking,
25-Jun-2020	Patrice Bigaignon	.50	Responding to customer enquiry; received confirmation of transfer of ownership: proceed to generate new letters for new owner, updating file documentation.
25-Jun-2020	Michael Litwack	1.90	Providing further information needed for CEWS claim from IDS; Emails re offeror; Call to offeror; Emails re camera system; Preparing payroll; Drafting letter for submission of source deductions to CRA; Direction re payroll and source deduction remittances.
25-Jun-2020	Sariyya Panahi	.50	Preparation of CEWS claim filing
26-Jun-2020	Jerry Henechowicz	.50	Operations and cashflow review, payment approval, emails with prospective purchaser
26-Jun-2020	Jessie Hue	.60	Prepare RBC cheques and prepare courier for J. Henechowicz.
26-Jun-2020	Patrice Bigaignon	.40	Responding to customer emails, adjusting customer record and updating database, generated letter for new customer, email to customer with required forms.
26-Jun-2020	Michael Litwack	.40	Leasing with MNP IT department re obtaining laptop for M. Rabinovitch; Direction to C Moore re A/R collections for calculation of HST; Call w/ J. Henechowicz.
26-Jun-2020	Sariyya Panahi	.50	Preparation of CEWS claim filing
29-Jun-2020	Jerry Henechowicz	.50	Update calls on operations with Brad Carnduff
29-Jun-2020	Jessie Hue	.80	Banking prepare weekly payroll and preparation of the courier. Etransfer payment and posting. Follow up on the previous courier and status.
29-Jun-2020	Patrice Bigaignon	.40	Responding to customer inquiries, sending required letters

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD JUNE 1 TO JUNE 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
29-Jun-2020	Michael Litwack	1.00	Emails re receivables collected; Emails re spring launch schedule; Email re CEWS application; Review of receivables collected for HST calculation; Further e-mails re employee information for CEWS; Emails re information for sending M Rabinovitch laptop.
29-Jun-2020	Sariyya Panahi	.25	Preparation of CEWS claim filing
30-Jun-2020	Jerry Henechowicz	1.10	Follow up on payroll, email to prospective purchaser, cash-flow review, calls with staff being terminated
30-Jun-2020	Jessie Hue	2.00	Banking, prepare receipt spreadsheet and positing direct deposits to June 29, process stop payments to June 22, reissue cheques and request courier for J. Henechowicz, prepare cheque req for vendors.
30-Jun-2020	Michael Saxe	.50	prep/call w/ Sariyya re findings & review data
30-Jun-2020	Patrice Bigaignon	.50	Responding to customer emails and inquiries, sending required documents
30-Jun-2020	Michael Litwack	1.80	Call from Bowman Fuels; Correspondence w/ M Rabinovitch re IDS and email setup; Calls w/ M Rabinovitch re email access and CPanel; IT support request re email setup with CPanel; Emails re refund for customer; Emails and call re CEWS claim.
30-Jun-2020	Sariyya Panahi	1.75	Preparation of CEWS claim filing

107.80

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	0.50	375.00	187.50
Bonnie Ren	4.50	270.00	1,215.00
Jerry Henechowicz	17.30	60.00	1,038.00
Jessie Hue	26.40	220.00	5,808.00
Michael Litwack	40.60	375.00	15,225.00
Michael Saxe	1.40	640.00	896.00
Patrice Bigaignon	8.35	220.00	1,837.00
Sariyya Panahi	8.75	445.00	3,893.75
Total	107.80		30,100.25

DISBURSEMENTS

Personal protective equipment	378.86
Mileage	271.44
	<u>650.30</u>

TOTAL FEES AND DISBURSMENTS **\$ 30,750.55**

Invoice

Invoice Number : 9462035

Client Number : 0721880

Invoice Date : Sep 17 2020

Invoice Terms : Due Upon Receipt

Old Mill Marina (Kawagama) Limited
 c/o MNP Ltd.
 111-300 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Old Mill Marina (Kawagama) Limited for the period ended August 31, 2020 as set out on the attached time and billing summary with fees capped at \$46,500.	47,606.00
Harmonized Sales Tax :	<u>6,188.78</u>
Total (CAD) :	<u>53,794.78</u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
 111 RICHMOND STREET WEST, SUITE 300;
 TORONTO ON; M5H 2G4
 P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Jul-2020	Michael Litwack	.20	Call w/ M Rabinovitch re accessing CPanel for emails.
02-Jul-2020	Jerry Henechowicz	1.00	On site meeting with staff and reviewing operational issues
02-Jul-2020	Jessie Hue	.30	Dealing with former employee call as claim not received, msg to return call. Prepare the proof of claim to forward to complete.
02-Jul-2020	Michael Litwack	1.50	Correspondence w/ S. Fazzone re IT support for M. Rabinovitch; Cal from M Rabinovitch re credit card processing; Processing payroll and direction to J Hue; Email re receivables collected; Voicemail from and call to interested party.
03-Jul-2020	Jerry Henechowicz	1.00	Update call with John Hubble re offers, review of payroll and related operations calls, completion of CEWS applications
03-Jul-2020	Jessie Hue	.30	Follow up on the payroll cheques courier status.
03-Jul-2020	Michael Litwack	.70	Accessing IDS to run reports on invoices created and cash receipts for HST reconciliation; Emails w/ J Henechowicz re HST reports; Calls with M Rabinovitch
03-Jul-2020	Sariyya Panahi	.75	Review of CEWS initial application
06-Jul-2020	Jerry Henechowicz	.60	Review of payroll, emails and calls related to Laidlaw offer
06-Jul-2020	Jessie Hue	.20	Review if cheque received and email Matt confirmation no cheque received.
06-Jul-2020	Jessie Hue	.60	Re-entry of the correct payroll amount and email J. Henechowicz for Ascend approval to print cheques, dealing with the redirection of mail and inquiry regarding Bell invoices. Email reception to mail the cheque received for depositing. Saving HST RT 1 forms to the directory.
06-Jul-2020	Jessie Hue	.90	Dealing with inquiries and follow up with M. Litwack. Preparation of the payroll and email Jerry for confirmation for Ascend approval, etransfer payroll payment, follow up with the courier status for last weeks payroll cheques
06-Jul-2020	Patrice Bigaignon	.30	Responding to customer enquiry, sending required letters. email correspondence with Matt and M. Litwack regarding update for the week.
06-Jul-2020	Bonnie Ren	1.00	update CRA election form and letter per email received; prepare RC59 for online access
06-Jul-2020	Michael Litwack	2.30	Call from B Carnduff; Changing e-mail system settings and Excel shared launch schedule settings to remove access for C Moore; Call from interested party; Deactivated access to Firmex dataroom; Emails re statutory holiday pay; Revised payroll for previous week to include statutory holiday pay for July 1st (including preparing payroll deduction calculations); Directions to J Hue re payroll and Bell invoice; Call from Bowman Fuels; Emails re CRA account online access; Discussions re CEWS claim and CRA contact for RC59 form.
07-Jul-2020	Jessie Hue	.60	Arrange for the printing of cheques and courier to Jerry Henechowicz.
07-Jul-2020	Jessie Hue	3.30	T/c with Service Canada and arrange for the ROE forms, review of requirements and email same to team. Print banking activity for the month of June and posting of the various entries.
07-Jul-2020	Jessie Hue	.70	Dealing with RC59 form, several attempt to electronically fax to CRA and email confirmation for M. Litwack.
07-Jul-2020	Michael Litwack	.20	Correspondence and direction re CEWS claim and RC59 form; Emails re supplier invoice.

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
07-Jul-2020	Jerry Henechowicz	.90	Review of payroll, calls with Laidlaw group, calls with marina on status
08-Jul-2020	Jerry Henechowicz	.80	On site meeting to review operations
08-Jul-2020	Jessie Hue	2.70	Banking, posting activity for the month of June, prepare the bank reconciliations.
08-Jul-2020	Michael Litwack	.30	Message from customer; Email to M Rabinovitch; Correspondence w/ S Corrigan re Maslack Batteries.
09-Jul-2020	Jerry Henechowicz	.60	call with John Hubble on revised offer and review of same with Laidlaws
09-Jul-2020	Jessie Hue	1.00	Posting banking activity for the month of July, dealing with t/c and inquires.
09-Jul-2020	Jessie Hue	.30	Emailed S. Panahi and M. Litwack the RC59 form and the form fax confirmation to CRA.
09-Jul-2020	Jessie Hue	.40	Banking cheque, email Brad confirmation of receipt and posting in Ascend. Review of banking and confirmed with Brad no cheque received or Kettle.
09-Jul-2020	Michael Litwack	.30	Call w/ B Carnduff; Emails and call w/ M Rabinovitch.
10-Jul-2020	Jerry Henechowicz	.80	call with Laidlaws on revised offer terms, call with Torkin Manes regarding redrafting of offer and related issues
10-Jul-2020	Jessie Hue	1.00	Banking, dealing with inquires.
10-Jul-2020	Michael Litwack	1.20	Emails w/ S. Panahi re information needed for CEWS claim; Meeting w/ counsel re terms for sale; Preparation of payroll and direction to J Hue; Emails re error with CRA account name.
13-Jul-2020	Jerry Henechowicz	.70	Review of Laidlaw APS and update with Torkin Manes, related emails on same issue
13-Jul-2020	Jessie Hue	1.50	Banking, posting receipts, prepare cheque req for payroll and request courier to deliver to J. Henechowicz.
13-Jul-2020	Bonnie Ren	.30	Assistance with production re RC59
13-Jul-2020	Michael Litwack	1.10	Calls from M Rabinovitch re credit card processing; Call from B Carnduff re power outages; Correspondence re application for CEWS claim; Call from party
13-Jul-2020	Sariyya Panahi	.50	instructions email to Michael L. to file the claims
14-Jul-2020	Jerry Henechowicz	1.30	Onsite meeting with John Hubble, reviewing status of operations with Brad Carnduff, meeting with Amperton group on potential offer, update on APS with Torkin Manes
14-Jul-2020	Jessie Hue	.30	Dealing with redirection of mail and filing.
14-Jul-2020	Bonnie Ren	.20	facilitate RC59 efile and check online access status
14-Jul-2020	Michael Litwack	.20	Correspondence re CRA account access and entering CEWS claim.
14-Jul-2020	Olivia Veldkamp	.30	Review through files in Caseware to prep for CEWS claim; call with Sariyya re claim.
15-Jul-2020	Jerry Henechowicz	1.00	On going negotiation of offers and operations review

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
15-Jul-2020	Jessie Hue	.40	Banking, posting AR, dealing with inquiries.
15-Jul-2020	Sariyya Panahi	1.75	CEWS and issues with CRA website, payroll account, review claim 4
15-Jul-2020	Olivia Veldkamp	2.70	Call CRA to determine why Claims 2 and 3 were not accepted online; update revenue analysis for Claim 4; calculate payroll for Claim 4.
16-Jul-2020	Jerry Henechowicz	1.10	Review and updates to APA, review of same with prospective purchasers, assistance in preparation of CEWS claim
16-Jul-2020	Jessie Hue	.30	Dealing with the mail received from Kettlewell and confirming with Brad and Matt.
16-Jul-2020	Michael Saxe	.30	review CEWS claims
16-Jul-2020	Michael Litwack	.70	Calls with J. Henechowicz and B Carnduff; Correspondence with IDS support re termination of accounts; Direction re retrieval of laptop.
16-Jul-2020	Sariyya Panahi	.75	Review of 2019 T4 filings with Olivia
16-Jul-2020	Olivia Veldkamp	2.70	Prepare RC661 for Claim 4; call CRA to confirm form of 2019 T4 submission and request payroll audit; prepare 2019 T4 in Web Forms.
17-Jul-2020	Michael Litwack	.30	Correspondence re retrieval of information
19-Jul-2020	Michael Litwack	.60	Payroll processing and direction
20-Jul-2020	Jerry Henechowicz	1.00	Calls with Laidlaw's and Cottager groups re offers and LOI's completion of CEW claims, calls with Brad Carnduff re inventory sales and status
20-Jul-2020	Jessie Hue	1.40	Prepare Etransfers for payroll and email Jerry and Michael confirmation, Request for email addresses for the pending two employees for processing etransfer. Posting of etransfer in Ascend and bank charges. Posting incoming AR in Ascend. Dealing with creditor inquiry on status of refund, email M. Litwack for direction.
20-Jul-2020	Michael Litwack	.20	Emails re refund from bank account; Response to inquiry re sales process.
20-Jul-2020	Akhil Kapoor	.10	Call and email communication with a prospective purchaser and connecting him with M. Litwack to ensure he gets further updates and current status
20-Jul-2020	Sariyya Panahi	.50	2019 T4 filings with Olivia
20-Jul-2020	Olivia Veldkamp	2.50	Finish preparing 2019 T4 for submission and refer final concerns to Sariyya; call with Sariyya; submit T4 and attempt to submit CEWS (error persists).
21-Jul-2020	Jerry Henechowicz	1.00	Calls with purchaser groups regarding completing APA
21-Jul-2020	Jessie Hue	3.00	Dealing with Hydro invoices, save to the directory, t/c with Hydro regarding the four accounts, posting April to June invoice payments in Ascend for payment and confirming with Hydro as to HST amount to invoices have not received for posting. Dealing with redirection of mail and filing accordingly. T/c with Bell and inquiry on the post receivership amount owing, email J. Henechowicz Bell schedule as to amount owing. Posting AR to Ascend.
21-Jul-2020	Michael Litwack	.20	Correspondence re agreement for return of information and equipment; Emails re usage of appraisal report.

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
22-Jul-2020	Jessie Hue	1.70	Banking, reconcile the Hydro invoices and prepare additional cheques for Ascend approval. Prepare and provide J. Henechowicz with reconciled schedule. Dealing with the ROE, prepare schedule of the payroll from the GL with the breakdown of wages paid to date and email Jerry and Michael for direction.
22-Jul-2020	Michael Litwack	.20	Emails re approvals for sharing appraisal report
22-Jul-2020	Jerry Henechowicz	.70	on going calls with purchasers, review of inventory sales
23-Jul-2020	Jerry Henechowicz	.80	Multiple calls and discussions with purchasers and TMCA regarding APS and completion of same
23-Jul-2020	Jessie Hue	.40	Teams call on ROE and provide schedule for Akhil and Michael, request for courier to send to Toronto office.
23-Jul-2020	Michael Litwack	.30	Discussions and conference call re ROEs; Emails re approval for use of appraisal report
23-Jul-2020	Akhil Kapoor	.20	Emails and calls with M. Litwack and J. Hue re preparation of ROE and T4s
24-Jul-2020	Jerry Henechowicz	.80	Emails and calls related to completion of APS, update on operations with Brad Carnduff
27-Jul-2020	Jerry Henechowicz	2.30	Multiple calls and emails with Torkin Manes to complete schedules to APA, review of final APA, review of sold equipment and inventory, execution of final agreement
27-Jul-2020	Michael Litwack	3.70	Prepared payroll for previous week; Emails re payroll processing; Emails re vehicle payouts and equipment list; Call to BNS re details for payout on 2011 Ford F250; Emails w/ B Carnduff and R Walisser re ownership documents for 2016 Ford F150; Emails re Bell invoices; Correspondence w/ FCA insurance to terminate policy and prepared insurance change form; Emails w/ J Henechowicz re payout details for vehicles and contracts requested by purchaser; Email re equipment list; Created schedule for the preparation of ROEs.
27-Jul-2020	Akhil Kapoor	.10	Receipt of blank RoEs from J. Hue and setting up a call with M. Litwack.
28-Jul-2020	Jerry Henechowicz	.80	Calls and emails with purchaser and Marina regarding due diligence assistance, call with Rob Walliser re Carolyn Moore at Port Cunnington Marina, sending
28-Jul-2020	Michael Litwack	.50	Emails for Ford ownership; Emails re new interested parties; Meeting w/ A Kapoor to direct in creation of ROEs for terminated employees
28-Jul-2020	Akhil Kapoor	.30	Call with M. Litwack re Old Mill RoEs to be prepared. We have received the RoEs from Service Canada
28-Jul-2020	Akhil Kapoor	1.20	Preparation of Old Mill RoEs and sharing them with M. Litwack for review
29-Jul-2020	Jerry Henechowicz	.30	Follow up on APS and environmental inspection issues
29-Jul-2020	Michael Litwack	.40	Call w/ and email to N Houser (Appraisal Group Muskoka) re issuance of appraisal to purchaser; Emails w/ A Kapoor re ROEs; Voicemail from customer; Call w/ B Carnduff.
29-Jul-2020	Akhil Kapoor	.70	1) Finalization and review of ROEs, scanning and sending hard copies to the employees and Service Canada with Sandra's help.2) Email communication with M. Litwack re finalization

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
04-Aug-2020	Jerry Henechowitz	.50	Calls with Laidlaws related to purchase agreement
04-Aug-2020	Michael Litwack	1.60	Response to creditor email; Emails re IDS; Payroll for previous week; Emails and call re payroll numbers; Revision to payroll; Emails w/ B Carnduff re employee terminations; Prepared letter for cra source deduction remittances; Direction to J Hue; Response to interested party
05-Aug-2020	Jerry Henechowitz	.20	Payroll review and update call with purchaser on Due diligence needs
05-Aug-2020	Jessie Hue	.40	Review integrated dealer payment made to date, email M. Litwack findings and prepare cheque req for outstanding balance.
05-Aug-2020	Jessie Hue	.60	Prepare payment for source deductions and prepare etransfer for wages.
05-Aug-2020	Michael Litwack	3.00	Preparation of 2020 T4s; Drafting of report to court
05-Aug-2020	Justin Xie	1.30	Call CRA twice to find out why client is not eligible for CEWS, communication with Sariyya.
06-Aug-2020	Jessie Hue	.50	Prepare etransfer payment to Bae, email Brian the etransfer password and confirmation of payment.
06-Aug-2020	Olivia Veldkamp	.50	Call CRA to ask about why we are unable to submit CEWS claim.
07-Aug-2020	Jerry Henechowitz	.80	Call with BDC re Laidlaw financing
07-Aug-2020	Jessie Hue	.20	Banking, email J. Henechowitz confirmation of draft received and for direction.
10-Aug-2020	Jerry Henechowitz	1.50	Calls with Brad Carnduff re operations and due diligence needs of Laidlaws, update call with Laidlaws, review of asset sales, call and email with Torkin Manes re notice of potential sale, review of payroll
10-Aug-2020	Jessie Hue	.30	Banking, prepare etransfer requisition and posting in Ascend. Follow up with J. Henechowitz on Bell outstanding invoices.
10-Aug-2020	Jessie Hue	.30	Email M. Litwack for the payroll details for the week of July 20 posted etransfer in Ascend email M. Litwack.
10-Aug-2020	Saul Judelman	.20	Review of preparation of March 31, 2020 NTR Financials
10-Aug-2020	Michael Litwack	2.30	Payroll processing and direction; Accessing systems to prepare internal trial balances; Emails w/ J Hue re previous payrolls; Emails re connecting purchaser with cottager's association; Correspondence w/ IDS re termination of accounts; Emails re paying BNS for vehicle loans; Email re vehicle ownerships; Emails re
10-Aug-2020	Mubeen Ghouri	1.30	Preparation of March 31, 2020 Financials
10-Aug-2020	Akhil Kapoor	.50	Preparation of ROEs for an employee and making arrangements for sending them to respective employees and Service Canada. Also sharing with M. Litwack for sharing with the ROE with the employee
10-Aug-2020	Akhil Kapoor	.20	Email communication with J. Henechowitz and M. Litwack re trial balance for March 2020
11-Aug-2020	Michael Litwack	.60	Call from B Carnduff; Emails re B Carnduff; Direction to A Kapoor re ROEs; Draft of notice to customers re sale of marina.
11-Aug-2020	Mubeen Ghouri	.70	Preparation of March 31, 2020 Financials

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
11-Aug-2020	Akhil Kapoor	.50	Preparation of ROE for 3 employees and sharing them with M. Litwack, to be mailed to the respective employees and Service Canada with Sandra's help
11-Aug-2020	Saul Judelman	.50	Review of March 31, 2020 Draft Financials
11-Aug-2020	Justin Xie	.40	CRA agent Bryce called back, communication to Sariyya.
12-Aug-2020	Jerry Henechowicz	1.60	Update call with Laidlaw, review of MNP prepared March 31, 2020 financials, preparation and posting of Notice to Customers
12-Aug-2020	Jessie Hue	.20	Save to the directory the Notice to customers and update the website.
12-Aug-2020	Michael Litwack	1.10	Emails re notice to customers; Finalizing notice to customers; Direction re posting to website, Oldmill website as well as e-mailing to all customers.
12-Aug-2020	Mubeen Ghouri	.50	Finalize March 31, 2020 annual financials
13-Aug-2020	Jessie Hue	1.00	Banking at the branch at Bank of Nova Scotia for the payment on the Vehicle loan.
13-Aug-2020	Saul Judelman	.25	Review and approval
13-Aug-2020	Michael Litwack	1.50	Drafting of report to court
14-Aug-2020	Sheldon Title	.20	call with Jerry on CEWS
14-Aug-2020	Jessie Hue	1.50	Bank rec for the month of July.
17-Aug-2020	Jerry Henechowicz	.80	Calls with Laidlaw group and BDC, email re potential occupancy agreement, follow up on Interim R&D and asset sales
17-Aug-2020	Jessie Hue	.70	Follow up with J. Henechowicz on the Bell invoices. Finalize the bank rec for July. Email M. Litwack the GL and bank rec. Email B. Carnduff confirmation of incoming etransfers.
17-Aug-2020	Jessie Hue	.30	Prepare cheque req for TSSA and email J. Henechowicz for Ascend approval.
17-Aug-2020	Jessie Hue	.60	Banking, prepare cheque requisition for consulting and confirming with J. Henechowicz no prior was made.
17-Aug-2020	Michael Litwack	1.20	Call w/ J Henechowicz; Email re receivership invoicing; Began reconciliation of invoices through IDS and excel based tracking file.
18-Aug-2020	Jerry Henechowicz	.60	Review of interim R&D
18-Aug-2020	Jessie Hue	1.00	Prepare etransfer for wages and posting in Ascend. Banking, review invoices and cheque req back up, provide M. Litwack with confirmation of amounts.
18-Aug-2020	Michael Litwack	1.80	Payroll processing and direction to J Hue; Preparation of R&D and adjustments; Emails re R&D; Emails re backup for expenses; Meeting with J Henechowicz re
18-Aug-2020	Mubeen Ghouri	.30	Update to 2020 FS Notes
19-Aug-2020	Jerry Henechowicz	.30	Update calls and emails with Brad and Laidlaws on due diligence issues
19-Aug-2020	Michael Litwack	.40	Revision to R&D to calculate HST collections; Emails re revisions to R&D.

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
20-Aug-2020	Jerry Henechowicz	.30	Update calls and emails with Brad and Laidlaws on due diligence issues
20-Aug-2020	Michael Litwack	1.50	Reconciliation of receivables to determine any outstanding amounts for post-receivership service; Email to B Carnduff re information needed to determine outstanding balances for customers; Emails re salaries for employees
21-Aug-2020	Jerry Henechowicz	.80	Update calls and emails with Brad and Laidlaws on due diligence issues, updates to R&D and review of same with John Hubble
21-Aug-2020	Jessie Hue	.50	Dealing with redirection of mail, posting etransfer AR for the week Aug 17 to 21 in Ascend.
21-Aug-2020	Olivia Veldkamp	.60	Called various CRA lines with regard to inability to file CEWS.
24-Aug-2020	Jerry Henechowicz	.70	Update call with BDC on status of financing for Pinerock sale and related issues, update call with Torkin Manes on condition clearance date
24-Aug-2020	Jessie Hue	.20	Provide M. Litwack with incoming etransfer report. Posting of AR in Ascend. Diarize for invoice payment.
24-Aug-2020	Michael Litwack	1.00	Direction re invoices; Prepared payroll for period and direction re payment; Emails w/ B Carnduff re recent receipts.
24-Aug-2020	Olivia Veldkamp	1.60	Call with various CRA agents and insolvency department regarding ineligibility for CEWS; refer notes to Sariyya.
25-Aug-2020	Jerry Henechowicz	1.30	Multiple calls regarding closing of transaction
25-Aug-2020	Jessie Hue	.90	Banking, prepare cheque req, positing of AR to Ascend, prepare EFT requisition and process etransfer for wages,
25-Aug-2020	Jessie Hue	.30	Prepare etransfer requisition and process etransfer payment for wages. Posting in Ascend.
26-Aug-2020	Jerry Henechowicz	1.50	Calls and emails with Torkin Manes and purchaser re: preparation of interim occupancy agreement
26-Aug-2020	Jessie Hue	.30	Finalize cheque req, prepare the courier for Sharon for deposit.
27-Aug-2020	Jerry Henechowicz	1.10	update call with Purchaser and all counsel on agency agreement and waiving of conditions, related review of updated agreements
27-Aug-2020	Jessie Hue	.50	Prepare invoice payment and cheque req for Hydro One accounts and email J. Henechowicz for Ascend approval.
27-Aug-2020	Michael Litwack	3.00	Drafting of first report to court; Emails w/ J Henechowicz.
28-Aug-2020	Jerry Henechowicz	1.10	Multiple emails with Laidlaws and counsel on timing of waiver of conditions, call with purchaser of forklift, update on status of fuel tanks with Brad Carnduff
28-Aug-2020	Michael Litwack	3.80	Drafting of report to court; Emails w/ Crates re invoices; Direction to J Hue re invoices; Emails re security opinion.
29-Aug-2020	Jerry Henechowicz	1.60	Meeting on site with Laidlaws and Brad Carnduff to review potential issues re underground tanks and related matters, completing sale of forklift located at
30-Aug-2020	Jerry Henechowicz	.30	Update call and email with John Hubble re closing issues
31-Aug-2020	Jerry Henechowicz	2.30	Multiple calls and emails with all parties related to insurance for tanks and fuel as well as revised terms for Laidlaws waiving due diligence
31-Aug-2020	Michael Litwack	1.00	Payroll processing and direction; Meeting w/ counsel.

132.00

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
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BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	3.80	375.00	1,425.00
Bonnie Ren	1.50	375.00	562.50
Jerry Henechowicz	34.80	645.00	22,446.00
Jessie Hue	31.60	220.00	6,952.00
Justin Xie	1.70	270.00	459.00
Michael Litwack	38.90	375.00	14,587.50
Michael Saxe	0.30	545.00	163.50
Mubeen Ghouri	2.80	170.00	476.00
Olivia Veldkamp	10.90	170.00	1,853.00
Patrice Bigaignon	0.30	170.00	51.00
Sariyya Panahi	4.25	445.00	1,891.25
Saul Judelman	0.95	545.00	517.75
Sheldon Title	0.20	645.00	129.00
SubTotal	132.00		51,513.50

DISBURSEMENTS

FIRMEX Data room fees	500.00
Travel and mileage	423.00
Personal protection equipment	183.00

1,106.00**TOTAL FEES AND DISBURSEMENTS****52,619.50**

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Jul-2020	Michael Litwack	.20	Call w/ M Rabinovitch re accessing CPanel for emails.
02-Jul-2020	Jerry Henechowicz	1.00	On site meeting with staff and reviewing operational issues
02-Jul-2020	Jessie Hue	.30	Dealing with former employee call as claim not received, msg to return call. Prepare the proof of claim to forward to complete.
02-Jul-2020	Michael Litwack	1.50	Correspondence w/ S. Fazzone re IT support for M. Rabinovitch; Cal from M Rabinovitch re credit card processing; Processing payroll and direction to J Hue; Email re receivables collected; Voicemail from and call to interested party.
03-Jul-2020	Jerry Henechowicz	1.00	Update call with John Hubble re offers, review of payroll and related operations calls, completion of CEWS applications
03-Jul-2020	Jessie Hue	.30	Follow up on the payroll cheques courier status.
03-Jul-2020	Michael Litwack	.70	Accessing IDS to run reports on invoices created and cash receipts for HST reconciliation; Emails w/ J Henechowicz re HST reports; Calls with M Rabinovitch
03-Jul-2020	Sariyya Panahi	.75	Review of CEWS initial application
06-Jul-2020	Jerry Henechowicz	.60	Review of payroll, emails and calls related to Laidlaw offer
06-Jul-2020	Jessie Hue	.20	Review if cheque received and email Matt confirmation no cheque received.
06-Jul-2020	Jessie Hue	.60	Re-entry of the correct payroll amount and email J. Henechowicz for Ascend approval to print cheques, dealing with the redirection of mail and inquiry regarding Bell invoices. Email reception to mail the cheque received for depositing. Saving HST RT 1 forms to the directory.
06-Jul-2020	Jessie Hue	.90	Dealing with inquiries and follow up with M. Litwack. Preparation of the payroll and email Jerry for confirmation for Ascend approval, etransfer payroll payment, follow up with the courier status for last weeks payroll cheques
06-Jul-2020	Patrice Bigaignon	.30	Responding to customer enquiry, sending required letters. email correspondence with Matt and M. Litwack regarding update for the week.
06-Jul-2020	Bonnie Ren	1.00	update CRA election form and letter per email received; prepare RC59 for online access
06-Jul-2020	Michael Litwack	2.30	Call from B Carnduff; Changing e-mail system settings and Excel shared launch schedule settings to remove access for C Moore; Call from interested party; Deactivated access to Firmex dataroom; Emails re statutory holiday pay; Revised payroll for previous week to include statutory holiday pay for July 1st (including preparing payroll deduction calculations); Directions to J Hue re payroll and Bell invoice; Call from Bowman Fuels; Emails re CRA account online access; Discussions re CEWS claim and CRA contact for RC59 form.
07-Jul-2020	Jessie Hue	.60	Arrange for the printing of cheques and courier to Jerry Henechowicz.
07-Jul-2020	Jessie Hue	3.30	T/c with Service Canada and arrange for the ROE forms, review of requirements and email same to team. Print banking activity for the month of June and posting of the various entries.
07-Jul-2020	Jessie Hue	.70	Dealing with RC59 form, several attempt to electronically fax to CRA and email confirmation for M. Litwack.
07-Jul-2020	Michael Litwack	.20	Correspondence and direction re CEWS claim and RC59 form; Emails re supplier invoice.

MNP LTD.**COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED****FOR THE PERIOD ENDED AUGUST 31, 2020**

DATE	PROFESSIONAL	HOURS	DESCRIPTION
07-Jul-2020	Jerry Henechowicz	.90	Review of payroll, calls with Laidlaw group, calls with marina on status
08-Jul-2020	Jerry Henechowicz	.80	On site meeting to review operations
08-Jul-2020	Jessie Hue	2.70	Banking, posting activity for the month of June, prepare the bank reconciliations.
08-Jul-2020	Michael Litwack	.30	Message from customer; Email to M Rabinovitch; Correspondence w/ S Corrigan re Maslack Batteries.
09-Jul-2020	Jerry Henechowicz	.60	call with John Hubble on revised offer and review of same with Laidlaws
09-Jul-2020	Jessie Hue	1.00	Posting banking activity for the month of July, dealing with t/c and inquires.
09-Jul-2020	Jessie Hue	.30	Emailed S. Panahi and M. Litwack the RC59 form and the form fax confirmation to CRA.
09-Jul-2020	Jessie Hue	.40	Banking cheque, email Brad confirmation of receipt and posting in Ascend. Review of banking and confirmed with Brad no cheque received or Kettle.
09-Jul-2020	Michael Litwack	.30	Call w/ B Carnduff; Emails and call w/ M Rabinovitch.
10-Jul-2020	Jerry Henechowicz	.80	call with Laidlaws on revised offer terms, call with Torkin Manes regarding redrafting of offer and related issues
10-Jul-2020	Jessie Hue	1.00	Banking, dealing with inquires.
10-Jul-2020	Michael Litwack	1.20	Emails w/ S. Panahi re information needed for CEWS claim; Meeting w/ counsel re terms for sale; Preparation of payroll and direction to J Hue; Emails re error with CRA account name.
13-Jul-2020	Jerry Henechowicz	.70	Review of Laidlaw APS and update with Torkin Manes, related emails on same issue
13-Jul-2020	Jessie Hue	1.50	Banking, posting receipts, prepare cheque req for payroll and request courier to deliver to J. Henechowicz.
13-Jul-2020	Bonnie Ren	.30	Assistance with production re RC59
13-Jul-2020	Michael Litwack	1.10	Calls from M Rabinovitch re credit card processing; Call from B Carnduff re power outages; Correspondence re application for CEWS claim; Call from party
13-Jul-2020	Sariyya Panahi	.50	instructions email to Michael L. to file the claims
14-Jul-2020	Jerry Henechowicz	1.30	Onsite meeting with John Hubble, reviewing status of operations with Brad Carnduff, meeting with Amperton group on potential offer, update on APS with Torkin Manes
14-Jul-2020	Jessie Hue	.30	Dealing with redirection of mail and filing.
14-Jul-2020	Bonnie Ren	.20	facilitate RC59 efile and check online access status
14-Jul-2020	Michael Litwack	.20	Correspondence re CRA account access and entering CEWS claim.
14-Jul-2020	Olivia Veldkamp	.30	Review through files in Caseware to prep for CEWS claim; call with Sariyya re claim.
15-Jul-2020	Jerry Henechowicz	1.00	On going negotiation of offers and operations review

MNP LTD.**COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED****FOR THE PERIOD ENDED AUGUST 31, 2020**

DATE	PROFESSIONAL	HOURS	DESCRIPTION
15-Jul-2020	Jessie Hue	.40	Banking, posting AR, dealing with inquiries.
15-Jul-2020	Sariyya Panahi	1.75	CEWS and issues with CRA website, payroll account, review claim 4
15-Jul-2020	Olivia Veldkamp	2.70	Call CRA to determine why Claims 2 and 3 were not accepted online; update revenue analysis for Claim 4; calculate payroll for Claim 4.
16-Jul-2020	Jerry Henechowicz	1.10	Review and updates to APA, review of same with prospective purchasers, assistance in preparation of CEWS claim
16-Jul-2020	Jessie Hue	.30	Dealing with the mail received from Kettlewell and confirming with Brad and Matt.
16-Jul-2020	Michael Saxe	.30	review CEWS claims
16-Jul-2020	Michael Litwack	.70	Calls with J. Henechowicz and B Carnduff; Correspondence with IDS support re termination of accounts; Direction re retrieval of laptop.
16-Jul-2020	Sariyya Panahi	.75	Review of 2019 T4 filings with Olivia
16-Jul-2020	Olivia Veldkamp	2.70	Prepare RC661 for Claim 4; call CRA to confirm form of 2019 T4 submission and request payroll audit; prepare 2019 T4 in Web Forms.
17-Jul-2020	Michael Litwack	.30	Correspondence re retrieval of information
19-Jul-2020	Michael Litwack	.60	Payroll processing and direction
20-Jul-2020	Jerry Henechowicz	1.00	Calls with Laidlaw's and Cottager groups re offers and LOI's completion of CEW claims, calls with Brad Carnduff re inventory sales and status
20-Jul-2020	Jessie Hue	1.40	Prepare Etransfers for payroll and email Jerry and Michael confirmation, Request for email addresses for the pending two employees for processing etransfer. Posting of etransfer in Ascend and bank charges. Posting incoming AR in Ascend. Dealing with creditor inquiry on status of refund, email M. Litwack for direction.
20-Jul-2020	Michael Litwack	.20	Emails re refund from bank account; Response to inquiry re sales process.
20-Jul-2020	Akhil Kapoor	.10	Call and email communication with a prospective purchaser and connecting him with M. Litwack to ensure he gets further updates and current status
20-Jul-2020	Sariyya Panahi	.50	2019 T4 filings with Olivia
20-Jul-2020	Olivia Veldkamp	2.50	Finish preparing 2019 T4 for submission and refer final concerns to Sariyya; call with Sariyya; submit T4 and attempt to submit CEWS (error persists).
21-Jul-2020	Jerry Henechowicz	1.00	Calls with purchaser groups regarding completing APA
21-Jul-2020	Jessie Hue	3.00	Dealing with Hydro invoices, save to the directory, t/c with Hydro regarding the four accounts, posting April to June invoice payments in Ascend for payment and confirming with Hydro as to HST amount to invoices have not received for posting. Dealing with redirection of mail and filing accordingly. T/c with Bell and inquiry on the post receivership amount owing, email J. Henechowicz Bell schedule as to amount owing. Posting AR to Ascend.
21-Jul-2020	Michael Litwack	.20	Correspondence re agreement for return of information and equipment; Emails re usage of appraisal report.

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COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
22-Jul-2020	Jessie Hue	1.70	Banking, reconcile the Hydro invoices and prepare additional cheques for Ascend approval. Prepare and provide J. Henechowicz with reconciled schedule. Dealing with the ROE, prepare schedule of the payroll from the GL with the breakdown of wages paid to date and email Jerry and Michael for direction.
22-Jul-2020	Michael Litwack	.20	Emails re approvals for sharing appraisal report
22-Jul-2020	Jerry Henechowicz	.70	on going calls with purchasers, review of inventory sales
23-Jul-2020	Jerry Henechowicz	.80	Multiple calls and discussions with purchasers and TMCA regarding APS and completion of same
23-Jul-2020	Jessie Hue	.40	Teams call on ROE and provide schedule for Akhil and Michael, request for courier to send to Toronto office.
23-Jul-2020	Michael Litwack	.30	Discussions and conference call re ROEs; Emails re approval for use of appraisal report
23-Jul-2020	Akhil Kapoor	.20	Emails and calls with M. Litwack and J. Hue re preparation of ROE and T4s
24-Jul-2020	Jerry Henechowicz	.80	Emails and calls related to completion of APS, update on operations with Brad Carnduff
27-Jul-2020	Jerry Henechowicz	2.30	Multiple calls and emails with Torkin Manes to complete schedules to APA, review of final APA, review of sold equipment and inventory, execution of final agreement
27-Jul-2020	Michael Litwack	3.70	Prepared payroll for previous week; Emails re payroll processing; Emails re vehicle payouts and equipment list; Call to BNS re details for payout on 2011 Ford F250; Emails w/ B Carnduff and R Walisser re ownership documents for 2016 Ford F150; Emails re Bell invoices; Correspondence w/ FCA insurance to terminate policy and prepared insurance change form; Emails w/ J Henechowicz re payout details for vehicles and contracts requested by purchaser; Email re equipment list; Created schedule for the preparation of ROEs.
27-Jul-2020	Akhil Kapoor	.10	Receipt of blank RoEs from J. Hue and setting up a call with M. Litwack.
28-Jul-2020	Jerry Henechowicz	.80	Calls and emails with purchaser and Marina regarding due diligence assistance, call with Rob Walliser re Carolyn Moore at Port Cunnington Marina, sending
28-Jul-2020	Michael Litwack	.50	Emails for Ford ownership; Emails re new interested parties; Meeting w/ A Kapoor to direct in creation of ROEs for terminated employees
28-Jul-2020	Akhil Kapoor	.30	Call with M. Litwack re Old Mill RoEs to be prepared. We have received the RoEs from Service Canada
28-Jul-2020	Akhil Kapoor	1.20	Preparation of Old Mill RoEs and sharing them with M. Litwack for review
29-Jul-2020	Jerry Henechowicz	.30	Follow up on APS and environmental inspection issues
29-Jul-2020	Michael Litwack	.40	Call w/ and email to N Houser (Appraisal Group Muskoka) re issuance of appraisal to purchaser; Emails w/ A Kapoor re ROEs; Voicemail from customer; Call w/ B Carnduff.
29-Jul-2020	Akhil Kapoor	.70	1) Finalization and review of ROEs, scanning and sending hard copies to the employees and Service Canada with Sandra's help.2) Email communication with M. Litwack re finalization

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
04-Aug-2020	Jerry Henechowicz	.50	Calls with Laidlaws related to purchase agreement
04-Aug-2020	Michael Litwack	1.60	Response to creditor email; Emails re IDS; Payroll for previous week; Emails and call re payroll numbers; Revision to payroll; Emails w/ B Carnduff re employee terminations; Prepared letter for cra source deduction remittances; Direction to J Hue; Response to interested party
05-Aug-2020	Jerry Henechowicz	.20	Payroll review and update call with purchaser on Due diligence needs
05-Aug-2020	Jessie Hue	.40	Review integrated dealer payment made to date, email M. Litwack findings and prepare cheque req for outstanding balance.
05-Aug-2020	Jessie Hue	.60	Prepare payment for source deductions and prepare etransfer for wages.
05-Aug-2020	Michael Litwack	3.00	Preparation of 2020 T4s; Drafting of report to court
05-Aug-2020	Justin Xie	1.30	Call CRA twice to find out why client is not eligible for CEWS, communication with Sariyya.
06-Aug-2020	Jessie Hue	.50	Prepare etransfer payment to Bae, email Brian the etransfer password and confirmation of payment.
06-Aug-2020	Olivia Veldkamp	.50	Call CRA to ask about why we are unable to submit CEWS claim.
07-Aug-2020	Jerry Henechowicz	.80	Call with BDC re Laidlaw financing
07-Aug-2020	Jessie Hue	.20	Banking, email J. Henechowicz confirmation of draft received and for direction.
10-Aug-2020	Jerry Henechowicz	1.50	Calls with Brad Carnduff re operations and due diligence needs of Laidlaws, update call with Laidlaws, review of asset sales, call and email with Torkin Manes re notice of potential sale, review of payroll
10-Aug-2020	Jessie Hue	.30	Banking, prepare etransfer requisition and posting in Ascend. Follow up with J. Henechowicz on Bell outstanding invoices.
10-Aug-2020	Jessie Hue	.30	Email M. Litwack for the payroll details for the week of July 20 posted etransfer in Ascend email M. Litwack.
10-Aug-2020	Saul Judelman	.20	Review of preparation of March 31, 2020 NTR Financials
10-Aug-2020	Michael Litwack	2.30	Payroll processing and direction; Accessing systems to prepare internal trial balances; Emails w/ J Hue re previous payrolls; Emails re connecting purchaser with cottager's association; Correspondence w/ IDS re termination of accounts; Emails re paying BNS for vehicle loans; Email re vehicle ownerships; Emails re
10-Aug-2020	Mubeen Ghouri	1.30	Preparation of March 31, 2020 Financials
10-Aug-2020	Akhil Kapoor	.50	Preparation of ROEs for an employee and making arrangements for sending them to respective employees and Service Canada. Also sharing with M. Litwack for sharing with the ROE with the employee
10-Aug-2020	Akhil Kapoor	.20	Email communication with J. Henechowicz and M. Litwack re trial balance for March 2020
11-Aug-2020	Michael Litwack	.60	Call from B Carnduff; Emails re B Carnduff; Direction to A Kapoor re ROEs; Draft of notice to customers re sale of marina.
11-Aug-2020	Mubeen Ghouri	.70	Preparation of March 31, 2020 Financials

MNP LTD.**COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED****FOR THE PERIOD ENDED AUGUST 31, 2020**

DATE	PROFESSIONAL	HOURS	DESCRIPTION
11-Aug-2020	Akhil Kapoor	.50	Preparation of ROE for 3 employees and sharing them with M. Litwack, to be mailed to the respective employees and Service Canada with Sandra's help
11-Aug-2020	Saul Judelman	.50	Review of March 31, 2020 Draft Financials
11-Aug-2020	Justin Xie	.40	CRA agent Bryce called back, communication to Sariyya.
12-Aug-2020	Jerry Henechowicz	1.60	Update call with Laidlaw, review of MNP prepared March 31, 2020 financials, preparation and posting of Notice to Customers
12-Aug-2020	Jessie Hue	.20	Save to the directory the Notice to customers and update the website.
12-Aug-2020	Michael Litwack	1.10	Emails re notice to customers; Finalizing notice to customers; Direction re posting to website, Oldmill website as well as e-mailing to all customers.
12-Aug-2020	Mubeen Ghouri	.50	Finalize March 31, 2020 annual financials
13-Aug-2020	Jessie Hue	1.00	Banking at the branch at Bank of Nova Scotia for the payment on the Vehicle loan.
13-Aug-2020	Saul Judelman	.25	Review and approval
13-Aug-2020	Michael Litwack	1.50	Drafting of report to court
14-Aug-2020	Sheldon Title	.20	call with Jerry on CEWS
14-Aug-2020	Jessie Hue	1.50	Bank rec for the month of July.
17-Aug-2020	Jerry Henechowicz	.80	Calls with Laidlaw group and BDC, email re potential occupancy agreement, follow up on Interim R&D and asset sales
17-Aug-2020	Jessie Hue	.70	Follow up with J. Henechowicz on the Bell invoices. Finalize the bank rec for July. Email M. Litwack the GL and bank rec. Email B. Carnduff confirmation of incoming etransfers.
17-Aug-2020	Jessie Hue	.30	Prepare cheque req for TSSA and email J. Henechowicz for Ascend approval.
17-Aug-2020	Jessie Hue	.60	Banking, prepare cheque requisition for consulting and confirming with J. Henechowicz no prior was made.
17-Aug-2020	Michael Litwack	1.20	Call w/ J Henechowicz; Email re receivership invoicing; Began reconciliation of invoices through IDS and excel based tracking file.
18-Aug-2020	Jerry Henechowicz	.60	Review of interim R&D
18-Aug-2020	Jessie Hue	1.00	Prepare etransfer for wages and posting in Ascend. Banking, review invoices and cheque req back up, provide M. Litwack with confirmation of amounts.
18-Aug-2020	Michael Litwack	1.80	Payroll processing and direction to J Hue; Preparation of R&D and adjustments; Emails re R&D; Emails re backup for expenses; Meeting with J Henechowicz re
18-Aug-2020	Mubeen Ghouri	.30	Update to 2020 FS Notes
19-Aug-2020	Jerry Henechowicz	.30	Update calls and emails with Brad and Laidlaws on due diligence issues
19-Aug-2020	Michael Litwack	.40	Revision to R&D to calculate HST collections; Emails re revisions to R&D.

MNP LTD.**COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED****FOR THE PERIOD ENDED AUGUST 31, 2020**

DATE	PROFESSIONAL	HOURS	DESCRIPTION
20-Aug-2020	Jerry Henechowicz	.30	Update calls and emails with Brad and Laidlaws on due diligence issues
20-Aug-2020	Michael Litwack	1.50	Reconciliation of receivables to determine any outstanding amounts for post-receivership service; Email to B Carnduff re information needed to determine outstanding balances for customers; Emails re salaries for employees
21-Aug-2020	Jerry Henechowicz	.80	Update calls and emails with Brad and Laidlaws on due diligence issues, updates to R&D and review of same with John Hubble
21-Aug-2020	Jessie Hue	.50	Dealing with redirection of mail, posting etransfer AR for the week Aug 17 to 21 in Ascend.
21-Aug-2020	Olivia Veldkamp	.60	Called various CRA lines with regard to inability to file CEWS.
24-Aug-2020	Jerry Henechowicz	.70	Update call with BDC on status of financing for Pinerock sale and related issues, update call with Torkin Manes on condition clearance date
24-Aug-2020	Jessie Hue	.20	Provide M. Litwack with incoming etransfer report. Posting of AR in Ascend. Diarize for invoice payment.
24-Aug-2020	Michael Litwack	1.00	Direction re invoices; Prepared payroll for period and direction re payment; Emails w/ B Carnduff re recent receipts.
24-Aug-2020	Olivia Veldkamp	1.60	Call with various CRA agents and insolvency department regarding ineligibility for CEWS; refer notes to Sariyya.
25-Aug-2020	Jerry Henechowicz	1.30	Multiple calls regarding closing of transaction
25-Aug-2020	Jessie Hue	.90	Banking, prepare cheque req, positing of AR to Ascend, prepare EFT requisition and process etransfer for wages,
25-Aug-2020	Jessie Hue	.30	Prepare etransfer requisition and process etransfer payment for wages. Posting in Ascend.
26-Aug-2020	Jerry Henechowicz	1.50	Calls and emails with Torkin Manes and purchaser re: preparation of interim occupancy agreement
26-Aug-2020	Jessie Hue	.30	Finalize cheque req, prepare the courier for Sharon for deposit.
27-Aug-2020	Jerry Henechowicz	1.10	update call with Purchaser and all counsel on agency agreement and waiving of conditions, related review of updated agreements
27-Aug-2020	Jessie Hue	.50	Prepare invoice payment and cheque req for Hydro One accounts and email J. Henechowicz for Ascend approval.
27-Aug-2020	Michael Litwack	3.00	Drafting of first report to court; Emails w/ J Henechowicz.
28-Aug-2020	Jerry Henechowicz	1.10	Multiple emails with Laidlaws and counsel on timing of waiver of conditions, call with purchaser of forklift, update on status of fuel tanks with Brad Carnduff
28-Aug-2020	Michael Litwack	3.80	Drafting of report to court; Emails w/ Crates re invoices; Direction to J Hue re invoices; Emails re security opinion.
29-Aug-2020	Jerry Henechowicz	1.60	Meeting on site with Laidlaws and Brad Carnduff to review potential issues re underground tanks and related matters, completing sale of forklift located at
30-Aug-2020	Jerry Henechowicz	.30	Update call and email with John Hubble re closing issues
31-Aug-2020	Jerry Henechowicz	2.30	Multiple calls and emails with all parties related to insurance for tanks and fuel as well as revised terms for Laidlaws waiving due diligence
31-Aug-2020	Michael Litwack	1.00	Payroll processing and direction; Meeting w/ counsel.

132.00

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF OLD MILL MARINA (KAWAGAMA) LIMITED

FOR THE PERIOD ENDED AUGUST 31, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
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BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Akhil Kapoor	3.80	375.00	1,425.00
Bonnie Ren	1.50	375.00	562.50
Jerry Henechowicz	34.80	645.00	22,446.00
Jessie Hue	31.60	220.00	6,952.00
Justin Xie	1.70	270.00	459.00
Michael Litwack	38.90	375.00	14,587.50
Michael Saxe	0.30	545.00	163.50
Mubeen Ghouri	2.80	170.00	476.00
Olivia Veldkamp	10.90	170.00	1,853.00
Patrice Bigaignon	0.30	170.00	51.00
Sariyya Panahi	4.25	445.00	1,891.25
Saul Judelman	0.95	545.00	517.75
Sheldon Title	0.20	645.00	129.00
SubTotal	132.00		51,513.50

DISBURSEMENTS

FIRMEX Data room fees	500.00
Travel and mileage	423.00
Personal protection equipment	183.00

1,106.00**TOTAL FEES AND DISBURSEMENTS****52,619.50**

TAB G

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

and

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

AFFIDAVIT OF S. FAY SULLEY

I, S. Fay Sulley, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Lawyer with the law firm of Torkin Manes LLP (“**Torkin Manes**”), which has been engaged as independent counsel, to MNP Ltd. in its capacity as the Court-appointed receiver and manager (and in such capacities, the “**Receiver**”) without security, of all the assets, undertakings, and properties of Old Mill Marina (Kawagama) Limited (the “**Debtor**”) and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.

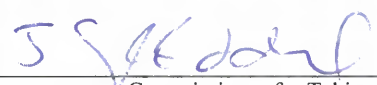
2. Attached hereto as **Exhibit "A"** are true copies of the accounts issued by Torkin Manes to the Receiver, which includes detailed descriptions of the work performed for the period from March 2, 2020 to and including September 22, 2020. The total fees charged by Torkin Manes to

the Receiver during this period were \$89,956.50, plus HST of \$11,694.36, plus disbursements of \$738.06, plus HST on disbursements of \$68.19, for a total amount of \$102,457.11


3. I confirm that the attached accounts accurately reflect the services provided by Torkin Manes in this matter and the fees and disbursements claimed by it during the period described above.

4. Additionally, attached hereto as **Exhibit "B"** is a summary of additional information with respect to the aforesaid accounts indicating all members of Torkin Manes who worked on this matter during the period described above, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on September 22, 2020



Commissioner for Taking Affidavits
(or as may be)

}


S. FAY SULLEY

This is Exhibit "A" referred to in the Affidavit of S. Fay Sulley
sworn September 22, 2020

A handwritten signature in blue ink, appearing to read "S. Fay Sulley", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Torkin Manes LLP
 Barristers & Solicitors
 151 Yonge Street, Suite 1500
 Toronto, ON M5C 2W7

Tel: 416 863 1188
 Fax: 416 863 0305
 torkinmanes.com

Torkin Manes
 Barristers & Solicitors

April 30, 2020

Invoice No.: 333189

Attention: Jerry Henechowicz
 MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto, ON M5H 2G4

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Old Mill Marina
 File No.: 30790.0004

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Mar 02 20	JJS	Initial call from Mr. Henechowicz; review of various documents and searches in prep for receivership application; conference call with counsel for various parties; review of receivership order	4.20
Mar 05 20	SJ	Ascertained the corporate status of and obtained a profile report and conducted a PPSA search against Old Mill Marina (Kawagama) Limited; review of Teraview in an effort to identify the property municipally known as 1652 Russell Landing and reporting thereon to J. Simpson	0.50
Mar 05 20	JJS	Prep for receivership including various calls and e-mails with Mr. Henechowicz and Ms. Poliak and telephone discussion with both Mr. Henechowicz and Ms. Poliak	1.20
Mar 06 20	JJS	Receipt and review of amended Application Record	2.00

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Mar 06 20	JJS	Exchange of various email messages with Mr. Henechowicz and Ms. Poliak regarding Wells Fargo issue and other preliminary considerations	0.50
Mar 09 20	JJS	Dealing with various issues connected to receivership hearing: arranging for alternate attendance by Mr. Thom; receipt of Order; telephone discussion with Mr. Henechowicz; telephone discussion with Ms. Poliak	2.00
Mar 09 20	SDT	Review materials; prepare and attend on Receivership Application	2.40
Mar 10 20	SE	Reviewed and revised application to register court order; attended to registration of court order	0.30
Mar 10 20	GT	Review precedent document; draft application to register court order	0.90
Mar 10 20	JJS	Arranging for registration of Receivership Order on title	0.80
Mar 10 20	JJS	Review of proposed terminology to be posted on Old Mill and MNP websites	0.60
Mar 10 20	JJS	Review and analysis of Wells Fargo security	1.00
Mar 10 20	JJS	Receipt of email from Mr. Henechowicz regarding Haliburton Development Corporation	0.40
Mar 11 20	JJS	Telephone discussion with Mr. Henechowicz	0.40
Mar 18 20	JJS	Conference call to update re: initial steps taken by receiver and discussion of next steps	1.30
Mar 18 20	JJS	Emails to and from Mr. H (x3); email regarding Haliburton County Development Corporation; email from Mr. Scarlett	0.80

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Mar 19 20	JJS	Various calls and emails (5 total) with Mr. Henechowicz regarding various issues as they arise	1.20
Mar 20 20	JJS	Various emails with Mr. Henechowicz (x5, to and from); email from Ms. Poliak re: update;	1.30
Mar 23 20	JJS	Exchange of emails with receiver regarding various issues and telephone discussion with receiver; left detailed voice mail message for Mr. Henechowicz; review and comments on teaser generated by receiver	1.50
Mar 24 20	JJS	Review of receiver's certificate and discussions with receiver and funding creditor regarding same	0.80
Mar 25 20	JJS	Review of revised notice to customers generated by receiver	0.40
Mar 27 20	JJS	Receipt of e-mail from Mr. Henechowicz regarding slip rental agreements and other issues	0.40
Apr 01 20	JJS	Drafting of slip rental and boat launch contracts	2.50
Apr 03 20	JJS	Email from representative of Wells Fargo regarding personal property located on Old Mill premises	0.30
Apr 06 20	JJS	Telephone discussion with Mr. Henechowicz regarding COVID 19 restrictions on operation of marina by receiver	0.30
Apr 06 20	JJS	Researching, preparing and writing opinion regarding operation of Marina during COVID-19	2.00
Apr 06 20	CM	Researching interpretation of category 21 of the essential businesses list and whether person applies to a corporation	1.00

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Apr 07 20	JJS	Further work on legal opinion regarding what receiver can and cannot do re: COVID 19 restrictions	1.50
Apr 08 20	JJS	Receipt of correspondence from creditor seeking information; telephone discussion with potential interested party in purchasing marina	0.40
Apr 10 20	JJS	Receipt of e-mail from receiver	0.30
Apr 21 20	JJS	Telephone discussion with Mr. Henechowicz and follow up work regarding: possibility of easement in favour of adjoining property; boat launch agreement and disclaimer of existing agreement;	1.60
Apr 22 20	JJS	Drafting of boat launch agreement; drafting of credit card receipt; drafting of lease disclaimer; review of appointment order; telephone discussion with Mr. H.;	1.80
Apr 24 20	JJS	Exchange of emails with Mr. Henechowicz regarding potential easement	0.40
Apr 27 20	JJS	Exchange of emails with Ms. Poliak, counsel for appointing creditor	0.30
Apr 29 20	JJS	Exchange of emails with Mr. H. regarding CIM and APS	0.30
		Total Hours:	37.60

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OUR FEE:	\$22,222.00
HST:	\$2,888.86
SUB-TOTAL:	<u>\$25,110.86</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Grammy Tien	200.00	.90
Cameron McMaster	225.00	1.00
Shalan Jankowski	300.00	.50
Stewart D. Thom	500.00	2.40
Stephanie Eiley	515.00	.30
Jeffrey Simpson	625.00	32.50
TOTAL HOURS		37.60

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Agents fees	20.50
Title search disbursements	45.60
Laser copies	71.10
Court Forms Fee	100.00
Processing Fee - Registration	10.85
	<u>248.05</u>

NON-TAXABLE DISBURSEMENTS:


Register	65.05
Title search disbursements	19.60

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Corporate search	16.00	
	<u>100.65</u>	
Total Disbursements	\$348.70	
HST on Disbursements	\$32.25	
TOTAL DISBURSEMENTS AND HST:		<u>\$380.95</u>
TOTAL FEE, DISBURSEMENTS & HST		\$25,491.81
BALANCE DUE AND OWING BY YOU		\$25,491.81

TORKIN MANES LLP

Per: 

 Jeffrey Simpson

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
 Interest will be charged pursuant to the Solicitors Act at the
 rate of 1.0 percent per year.

Torkin Manes LLP
 Barristers & Solicitors
 151 Yonge Street, Suite 1500
 Toronto, ON M5C 2W7

Tel: 416 863 1188
 Fax: 416 863 0305
 torkinmanes.com

Torkin | Manes
 Barristers & Solicitors

May 31, 2020

Invoice No.: 334018

Attention: Jerry Henechowicz
 MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto, ON M5H 2G4

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Old Mill Marina
 File No.: 30790.0004

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Apr 29 20	JJS	Review of, and comments on, draft CIM prepared by receiver	2.10
Apr 30 20	JJS	Telephone discussion with Mr. Henechowicz regarding CIM, Dorset Boat Launch Agreement and form of APS	0.50
Apr 30 20	JJS	Exchange of emails with Messrs. H. and Litwack regarding possibility that not all PIN's owned by OMMKL are identified in the receivership order and investigations thereinto	0.40
Apr 30 20	JJS	Drafting of base form of APS	3.10
Apr 30 20	JJS	Revisions to Dorset Boat Launch Agreement	0.60
May 01 20	SJ	Exchange of email with J. Simpson regarding properties to be identified; review of various databases, parcel maps and municipal maps in an effort to identify specific properties; email to M. Litwack detailing search results	1.80

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May 01 20	JMA	Review email from Shalan Jankowski and conduct title investigation on Russell Landing Road properties	0.70
May 01 20	JJS	Dealing with issue of identifying exact real property included in receivership	1.30
May 04 20	JJS	Internal exchange of emails with Ms. Jankowski of TM LLP regarding identification of all PINS owned by OMMKL and subject to the receivership	0.40
May 07 20	JJS	Accessing and reviewing data room; review of updated COVID 19 restrictions on marina operations	0.50
May 11 20	JJS	Revisions to draft APS	0.60
May 12 20	AE	To review of draft asset purchase agreement	1.50
May 12 20	CM	Advising on updates to essential business list related to Marinas	0.30
May 12 20	JJS	Receipt of e-mail from Mr. Litwack regarding legal opinion interpreting latest amendments to provincial government's COVID 19 orders and research and preparation of same	1.60
May 12 20	SJ	Identifying the property municipally known as 1595 Russell Landing Road, Dorset and providing a parcel register to Jerry Henechowicz	0.60
May 13 20	AE	To conference with Jeffrey Simpson re draft asset purchase agreement	0.60
May 13 20	JJS	Telephone discussion with Mr. Henechowicz re: releases to be signed by users of marina	0.40

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May 13 20	JJS	Telephone discussion with Mr. English to discuss closing of real estate aspects of transaction	0.50
May 13 20	JJS	Drafting of releases to be signed by water access users of the marina and by parties picking up boats on trailers	1.80
May 14 20	AE	To conference call with Jerry Henechowicz, Michael Litwack and Jeffrey Simpson re issues to be addressed in asset purchase agreement; review of parcel registers and PIN maps re determination of lands under receivership	0.90
May 14 20	CM	Updating Jeff on re-opening of marinas during state of emergency	0.10
May 14 20	JJS	Conference call with Messrs H. and English to discuss sale of real estate	0.50
May 14 20	AR	Conducted property searches in Halliburton	1.50
May 15 20	AE	To attending to ownership issues re additional potential marina lands	0.40
May 15 20	AR	Review of tax bill for the property; conducted property search in Haliburton; obtained corporation profile reports for numbered companies; correspondence re search results; review of PIN map and deed	2.70
May 18 20	AE	To redrafting asset purchase agreement; e-mail correspondence with Jerry Henechowicz and Michael Litwack re revised asset purchase agreement	2.80
May 19 20	AR	Review of property documents in data room; correspondence with client re same	0.60
May 19 20	JJS	Further updates to receiver regarding lifting of pandemic restrictions	0.50

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May 20 20	AR	Email correspondence with client re property information and tax bills	0.30
May 21 20	JJS	Telephone discussion with Mr. Henechowicz regarding re-opening of marina for purpose of permitting owners to take possession of watercraft	0.40
May 26 20	AE	To conference with Jeffrey Simpson re status	0.20
May 26 20	JJS	Receipt of latest documents from Mr. Litwack regarding title and other issues	0.40
		Total Hours:	30.60

OUR FEE:	\$15,400.50
HST:	\$2,002.07
SUB-TOTAL:	<u>\$17,402.57</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Cameron McMaster	225.00	.40
Angie Riches	270.00	5.10
Jean Atkins	285.00	.70
Shalan Jankowski	300.00	2.40
Aaron English	510.00	6.40
Jeffrey Simpson	625.00	15.60
TOTAL HOURS		30.60

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Agents fees	34.00
Title search disbursements	202.00
	<u>236.00</u>

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 May 31, 2020
 Our File No.: 30790.0004
 Invoice # 334018

Torkin | Manes
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NON-TAXABLE DISBURSEMENTS:

Title search disbursements	62.00
Corporate search	24.00

 86.00

Total Disbursements	\$322.00
HST on Disbursements	\$30.68

TOTAL DISBURSEMENTS AND HST:	\$352.68
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TOTAL FEE, DISBURSEMENTS & HST	\$17,755.25
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BALANCE DUE AND OWING BY YOU	\$17,755.25
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TORKIN MANES LLP

Per: 

 Jeffrey Simpson

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
 Interest will be charged pursuant to the Solicitors Act at the
 rate of 1.0 percent per year.

Torkin Manes LLP
 Barristers & Solicitors
 151 Yonge Street, Suite 1500
 Toronto, ON M5C 2W7

Tel: 416 863 1188
 Fax: 416 863 0305
 torkinmanes.com

Torkin | Manes
 Barristers & Solicitors

August 12, 2020

Invoice No.: 336808

Attention: Jerry Henechowicz
 MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto, ON M5H 2G4

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Old Mill Marina
 File No.: 30790.0004

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Jun 01 20	JJS	Telephone discussion with Mr. H regarding launching of boats and employment of casual labour to do so and COVID 19 implications	0.50
Jun 02 20	CM	Researching whether a receiver can apply to CEWS	1.10
Jun 03 20	AE	To attending to real estate issues	0.10
Jun 03 20	AR	Review of tax bills with respect to marina lands; correspondence with client re same	1.00
Jun 04 20	CM	Researching whether per diem employees are eligible employees for CEWS	0.90
Jun 04 20	JJS	Review of research into receiver's ability to claim CEWS benefits for casual employees hired by receiver, including email to client reporting on findings	1.50

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 Barristers & Solicitors

Jun 09 20	JJS	Receipt of email from Mr. English as to status of marina APS	0.30
Jun 10 20	AE	To conference with Jeffrey Simpson re status of agreement of purchase and sale	0.10
Jul 07 20	AE	To e-mail correspondence and conference call with Jerry Henechowicz and Jeffrey Simpson re potential offer and proposed revisions to template asset purchase agreement	0.40
Jul 10 20	AE	To conference with Jerry Henechowicz, Michael Litwack and Jeffrey Simpson re terms of sale to Pine Rock; review of proposed offer; telephone discussion and e-mail correspondence with Rachel Puma and Sherri Lavine; revising draft offer; e-mail correspondence with Jerry Henechowicz and Michael Litwack re revised offer	3.40
Jul 12 20	AE	To e-mail correspondence with Jerry Henechowicz re revised asset purchase agreement; e-mail correspondence with Sherri Lavine and Rachel Puma re same	0.20
Jul 13 20	AE	To preparing for and conference with Jerry Henechowicz, Michael Litwack and Jeffrey Simpson re review of revised draft asset purchase agreement; revising asset purchase agreement; e-mail correspondence with Jerry Henechowicz, Michael Litwack and purchaser's counsel re revised draft	1.70
Jul 13 20	JJS	Review of draft and revised APA's; Zoom call with client and Mr. English regarding same	3.00
Jul 14 20	AE	To e-mail correspondence with Sherri Lavine re revised asset purchase agreement; e-mail correspondence with Jerry Henechowicz	0.20

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Jul 15 20	AE	To e-mail correspondence with Sherri Lavine and Rachel Puma re revised asset purchase agreement; review of revised asset purchase agreement received from Rachel Puma; e-mail correspondence with Jerry Henechowicz re comments on same	0.80
Jul 15 20	JJS	Review of latest drafts of APA; exchange of emails with Mr. English regarding same	1.50
Jul 16 20	AE	To preparing for and conference call with Jerry Henechowicz and Jeffrey Simpson re revised asset purchase agreement received from purchaser's solicitors	0.50
Jul 16 20	JJS	Conference call with Messrs. English and Henechowicz	0.50
Jul 17 20	AE	To e-mail correspondence with Jerry Henechowicz re status of Pine Rock transaction and template asset purchase agreement; drafting template asset purchase agreement	0.60
Jul 17 20	SJ	Ascertained the corporate status of and obtained a business name report for Port Cunnington Marina and a corporate profile report for 2423518 Ontario Inc.	0.20
Jul 20 20	AE	To e-mail correspondence and conference call with Jerry Henechowicz and Jeffrey Simpson re revised terms of Pine Rock agreement; e-mail correspondence with Rachel Puma re same	0.60
Jul 20 20	JJS	Conference call with Messrs. Henechowicz and English regarding APA	0.30
Jul 21 20	AE	To e-mail correspondence with Jerry Henechowicz re proposal to Pine Rock	0.10

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Torkin | **Manes**
 Barristers & Solicitors

Jul 21 20	JJS	Conference call with Messrs Henechowitz and English regarding latest negotiations of purchase agreement	0.40
Jul 21 20	JJS	Review of latest versions of APA	0.60
Jul 22 20	AE	To e-mail correspondence with Rachel Puma re terms of Pine Rock offer; e-mail correspondence with Jerry Henechowitz re same	0.80
Jul 22 20	JJS	Exchange of emails and telephone discussion with Mr. H regarding LOI received from cottagers; review of latest iterations of purchase agreement and consideration of indemnity issue and email to Mr. H. regarding same	1.50
Jul 23 20	AE	To review of revised Pine Rock asset purchase agreement received from purchaser's solicitors; e-mail correspondence with Jerry Henechowitz re same	0.30
Jul 24 20	AE	To telephone discussion with Jerry Henechowitz re terms of sale to Pine Rock; preparing comments on proposed asset purchase agreement; e-mail correspondence with Rachel Puma and Jerry Henechowitz re same; revising asset purchase agreement and e-mail correspondence with Jerry Henechowitz re same; e-mail correspondence with Rachel Puma re revised asset purchase agreement	2.00
Jul 27 20	AE	To preparing for and conference call with Jerry Henechowitz and Jeffrey Simpson re required information for asset purchase agreement; telephone discussion with Jerry Henechowitz re required revisions to asset purchase agreement; revising asset purchase agreement; e-mail correspondence with Rachel Puma re same; e-mail correspondence with Jerry Henechowitz	1.60

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Torkin | Manes
 Barristers & Solicitors

re same

Jul 27 20	JJS	Conference call with Messrs. Henechowitz and English; review of finalized APA	1.10
Jul 28 20	JJS	Receipt of email from Mr. H regarding continued improper conduct by Ms. Moore; receipt of fully executed purchase agreement; analysis of issue of whether issues related to Ms. Moore should be disclosed to purchaser	2.10
Jul 29 20	AE	To review of cease and desist letter; e-mail correspondence with Jerry Henechowitz and Jeffrey Simpson re disclosure of stolen information to purchaser	0.20
Jul 30 20	AE	To e-mail correspondence with Jerry Henechowitz re environmental testing and disclosure of stolen information to purchaser	0.20
		Total Hours:	30.30

OUR FEE:	\$16,130.50
HST:	\$2,096.97
SUB-TOTAL:	<u>\$18,227.47</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Cameron McMaster	225.00	2.00
Angie Riches	270.00	1.00
Shalan Jankowski	300.00	.20
Aaron English	510.00	13.80
Jeffrey Simpson	625.00	13.30
TOTAL HOURS		30.30

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 Barristers & Solicitors

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Agents fees	16.56
	<hr/> 16.56

NON-TAXABLE DISBURSEMENTS:

Corporate search	16.00
	<hr/> 16.00

Total Disbursements	\$32.56
HST on Disbursements	\$2.15

TOTAL DISBURSEMENTS AND HST:	<hr/> \$34.71
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TOTAL FEE, DISBURSEMENTS & HST	\$18,262.18
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BALANCE DUE AND OWING BY YOU	\$18,262.18
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TORKIN MANES LLP

Per:



 Jeffrey Simpson

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
 Interest will be charged pursuant to the Solicitors Act at the
 rate of 1.0 percent per year.

Torkin Manes LLP
 Barristers & Solicitors
 151 Yonge Street Suite 1500
 Toronto, ON M5C 2W7

Tel: 416 863 1188
 Fax: 416 863 0305
 torkinmanes.com

Torkin Manes
 Barristers & Solicitors

August 31, 2020

Invoice No.: 337420

Attention: Jerry Henechowitz
 MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto, ON M5H 2G4

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Old Mill Marina
 File No.: 30790.0004

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Aug 10 20	JJS	Dealing with various issues arising from potential release of customer data including internal discussions with Messrs. Henechowitz and English	1.20
Aug 11 20	AE	To conference with Jeffrey Simpson re disclosure of cease and desist letter; review of proposed consent for off-title searches; e-mail correspondence with Jerry Henechowitz re same	0.20
Aug 11 20	JJS	Review of draft communication to customers regarding closing of sale and discussion with Mr. Henechowitz regarding same	0.60
Aug 12 20	AE	To conference call with Jerry Henechowitz and Jeffrey Simpson re disclosure of theft of customer list and consent for off-title searches	0.40

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Aug 12 20	JJS	Conference call with Messrs... English and Henechowicz regarding various issues	0.40
Aug 13 20	AE	To e-mail correspondence with Jerry Henechowicz and Rachel Puma re consent for off-title searches	0.10
Aug 18 20	AE	To e-mail correspondence with Jerry Henechowicz and Michael Litwack re tax bill	0.10
Aug 18 20	JJS	Receipt of email from Mr. Henechowicz regarding potential interim occupancy agreement; internal discussions with Ms. Sulley regarding same	0.70
Aug 19 20	AE	To e-mail correspondence re interim occupancy and operation agreement	0.20
Aug 24 20	AE	To e-mail correspondence and telephone discussion with Jerry Henechowicz re expiry of purchaser's conditions; e-mail correspondence with Rachel Puma re same and re interim occupation and operations agreement	0.60
Aug 25 20	AE	To e-mail correspondence with Jerry Henechowicz and Rachel Puma re extension of due diligence period; conference with Fay Sulley re term of interim occupancy and operations agreement	0.60
Aug 25 20	SFS	Several telephone discussions with Jerry Henechowicz; telephone discussion with Aaron English; prepare first draft of occupancy agreement	3.00
Aug 26 20	AE	To conference with Jerry Henechowicz and Fay Sulley re extension of due diligence period and interim occupancy and operations agreement; e-mail correspondence with Rachel Puma re same and re tax bill	0.50

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Torkin Manes
 Barristers & Solicitors

Aug 26 20	SFS	Telephone discussions with Jerry Henechowicz; make amendments to draft occupancy agreement; telephone discussion with Aaron English	1.00
Aug 27 20	AE	To all parties conference call re interim occupancy and operations agreement, assignment of agreement of purchase and sale, additional deposit and waiver of conditions; reviewing and revising draft waiver/amending agreement and assignment/assumption agreement; e-mail correspondence with Rachel Puma re same	1.60
Aug 27 20	SFS	Telephone discussion with Jerry Henechowicz; telephone discussion with purchaser's counsel; telephone discussion with Aaron English; draft amendments to occupancy agreement	1.30
Aug 27 20	SFS	Review of proposed amendments to draft occupancy agreement; telephone discussions with Jerry Henechowicz; telephone discussion with Aaron English	1.00
Aug 28 20	AE	To e-mail correspondence with Rachel Puma re waiver and amending agreement; e-mail correspondence with Jerry Henechowicz re same	0.40
Aug 28 20	SFS	Telephone discussions with Jerry Henechowicz and Aaron English; review of requested amendments to occupancy agreement	1.50
Aug 31 20	AE	To conference call and e-mail correspondence with Jerry Henechowicz, Michael Litwack, Fay Sulley and Jeffrey Simpson re issues re tanks and required revisions to agreements	0.40
Aug 31 20	JJS	Conference call with client and Ms. Sulley and Mr. English	0.50

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 Barristers & Solicitors

Aug 31 20 SFS Review of correspondence from Jerry Henechowitz; telephone conference call with Jerry Henechowitz; review of correspondence relating to security opinion; review of security 2.00

Total Hours: 18.30

OUR FEE: \$11,831.00

HST: \$1,538.03

SUB-TOTAL: \$13,369.03

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Aaron English	510.00	5.10
Jeffrey Simpson	625.00	3.40
Fay Sulley	725.00	9.80
TOTAL HOURS		18.30

TOTAL FEE, DISBURSEMENTS & HST \$13,369.03

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Torkin | Manes
Barristers & Solicitors

BALANCE DUE AND OWING BY YOU

\$13,369.03

TORKIN MANES LLP



Per: _____

Jeffrey Simpson

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
Interest will be charged pursuant to the Solicitors Act at the
rate of 1.0 percent per year.

Torkin Manes LLP
 Barristers & Solicitors
 151 Yonge Street Suite 1500
 Toronto, ON M5C 2W7

Tel: 416 863 1188
 Fax: 416 863 0305
 torkinmanes.com

Torkin | Manes
 Barristers & Solicitors

September 22, 2020

Invoice No.: 338132

Attention: Jerry Henechowicz
 MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto, ON M5H 2G4

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Old Mill Marina
 File No.: 30790.0004

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Sep 01 20	JJS	Telephone discussion with Mr. Henechowicz and exchange of e-mails with Mr. Litwack regarding fuel storage tanks issue
Sep 01 20	JJS	Prep for sale approval motion
Sep 02 20	AE	To e-mail correspondence from Jerry Henechowicz re required amendments to deal terms re fuel tanks
Sep 02 20	JJS	Revising draft Receiver's Report
Sep 02 20	JJS	Drafting of Notice of Motion re: sale approval and vesting order
Sep 02 20	JJS	Preparing draft vesting Order and draft Ancillary order re: sale approval motion
Sep 03 20	AE	To e-mail correspondence re asset list for approval and vesting order; all-parties and counsel conference call re removal/replacement of tanks and required amendments to agreements

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 Invoice # 338132

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 Barristers & Solicitors

Sep 03 20	JJS	Further prep for approval and vesting motion and materials for said motion; numerous e-mails between counsel regarding fuel tanks issue and regarding interim occupation agreement
Sep 03 20	SFS	Review of issues relating to proposed interim occupancy agreement; telephone discussion with Aaron English; telephone discussion with Jeffrey Simpson; telephone discussion with Receiver
Sep 04 20	AE	To all-parties and counsel conference call re boat storage and revised conditions
Sep 04 20	JJS	Exchange of e-mails and telephone discussion with Mr. Henechowicz and with Ms. Puma/Ms. Levine and other respondents
Sep 04 20	SFS	Review of and revisions to occupancy agreement; telephone discussion with client
Sep 08 20	AE	To review of revised waiver and amending agreement received from Rachel Puma; e-mail correspondence and telephone discussion with Jerry Henechowicz re same; e-mail correspondence with Rachel Puma re same and re revised interim operation and occupancy agreement
Sep 08 20	JJS	Various e-mail communications between counsel and receiver regarding arrangements for occupation and operation and fuel tanks; receipt of email from Mr. Henechowicz passing on e-mail from residential tenant regarding her relocation
Sep 08 20	SFS	Revisions to occupancy agreement and telephone discussion with Rachel Puma
Sep 09 20	JJS	Further exchanges of e-mails between counsel and discussions regarding sale of property and prep for motion
Sep 09 20	SFS	Review of correspondence from client and Rachel Puma; telephone discussion with client
Sep 11 20	JJS	Review of latest communications with receiver regarding update with respect to removal of old tanks, new environmental assessment and timing for installation of new tanks

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Torkin | Manes
 Barristers & Solicitors

Sep 14 20	AE	To conference call with Jerry Henechowicz, Michael Litwack, Fay Sulley and Jeffrey Simpson re issues re waiver of conditions and timing of closing
Sep 14 20	JJS	Conference call with receiver and counsel to discuss next steps in light of removal of tanks
Sep 14 20	JJS	Re-scheduling motion re: approval and vesting order and communications with various counsel regarding same
Sep 14 20	SFS	Preparation for and attendance on conference call
Sep 15 20	AE	To e-mail correspondence with Jerry Henechowicz and Michael Litwack re contracts and equipment
Sep 15 20	JJS	Further discussions with Court office and various stakeholders regarding change of motions date and internal emails and discussions regarding changes to court e-filing protocols and electronic service of documents
Sep 16 20	AE	To attending to issues re approval and vesting order and allocation of purchase price
Sep 16 20	AR	Revised Application for Vesting Order; updated parcel register; cross referenced schedules to Vesting Order; e-mail correspondence re same
Sep 16 20	JJS	Teams meeting with Mr. Henechowicz and Ms. Sulley regarding proposed distribution
Sep 16 20	SFS	Review of revised occupancy agreement; telephone discussion with client; conference call with all parties
Sep 17 20	AE	To attending to approval and vesting order
Sep 17 20	AR	Circulated Approval and Vesting Order for review; e-mail correspondence
Sep 17 20	JJS	Receipt and review of discharge statements provided by applicant creditor and HCDH; communications with Ms. Riches regarding potential amendments to vesting order; exchange of e-mails with Mr. Henechowicz regarding potential distribution

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 Barristers & Solicitors

Sep 18 20	AE	To e-mail correspondence with Rachel Puma re waiver/amending agreement and assignment agreement; e-mail correspondence and telephone discussion with Jerry Henechowicz re same; review of requisition letter and draft reply to same
Sep 18 20	AR	Drafted reply to requisitions; review of relevant sections of Asset Purchase Agreement; correspondence re waiver
Sep 21 20	AE	To e-mail correspondence re approval and vesting order and waiver of purchaser conditions; all-parties and counsel conference call re same and re holdback for fuel oil tanks
Sep 21 20	JJS	Revisions to Motion materials; legal research into potential priority of CRA deemed trust claim
Sep 21 20	SFS	Review of correspondence from Buyer's counsel; review of comments on documents; telephone conference with all parties
Sep 21 20	SFS	Review of draft report
Sep 21 20	SFS	Preparation of opinion
Sep 22 20	SJ	Conducted an updated PPSA search against Old Mill Marina (Kawagama) Limited; review and analysis of search results and preparation of a summary memorandum
Sep 22 20	SFS	Review of revised report and telephone conference with client
Sep 22 20	AR	Revised response to requisition letter; review of comments on draft Approval and Vesting Order; circulated revised documents; correspondence re same

OUR FEE:	\$24,372.50
HST:	\$3,168.43
SUB-TOTAL:	<u>\$27,540.93</u>

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Torkin | Manes
 Barristers & Solicitors

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Title search disbursements	23.90
	<hr/> 23.90

NON-TAXABLE DISBURSEMENTS:

Title search disbursements	10.90
	<hr/> 10.90

Total Disbursements	\$34.80
HST on Disbursements	\$3.11

TOTAL DISBURSEMENTS AND HST:	<hr/> \$37.91
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TOTAL FEE, DISBURSEMENTS & HST	\$27,578.84
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BALANCE DUE AND OWING BY YOU	\$27,578.84
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TORKIN MANES LLP

Per: _____
 Jeffrey Simpson

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
 Interest will be charged pursuant to the Solicitors Act at the
 rate of 1.0 percent per year.

This is Exhibit "B" referred to in the Affidavit of S. Fay Sulley
sworn September 22, 2020

A handwritten signature in blue ink, appearing to read "S. Fay Sulley", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Summary of Additional Lawyer Information

<u>Lawyer</u>	<u>Year of Call</u>	<u>Hours Billed</u>	<u>Hourly Rate</u>	<u>Total Billed</u>
S. Fay Sulley	1984	20.50	\$725.00	\$14,862.50
Jeffrey J. Simpson	1997	85.00	\$625.00	\$53,125.00
Stephanie Eiley	2002	0.30	\$515.00	\$ 154.50
Aaron English	2004	30.10	\$510.00	\$15,351.00
Stewart D. Thom	2008	2.40	\$500.00	\$ 1,200.00
Shalan Jankowski	Clerk	4.10	\$300.00	\$ 1,230.00
Jean Atkins	Clerk	0.70	\$285.00	\$ 199.50
Angie Riches	Clerk	10.70	\$270.00	\$ 2,889.00
Cameron McMaster	Student	3.40	\$225.00	\$ 765.00
Grammy Tien	Clerk	0.90	\$200.00	\$ 180.00
TOTAL				<u>\$89,956.50</u>

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF S. FAY SULLEY

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Receiver, MNP Ltd.

TAB H

Properties

PIN 39115 - 0241 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND
 EXCEPT PT 2 19R5130; S/T H87622; S/T EXECUTION 94-0000408, IF
 ENFORCEABLE; ALGONQUIN HIGHLANDS
Address DORSET

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1676 Russell Landing Road
 Dorset, ON P0A 1E0

I, ROBERT WALISSER, PRESIDENT and JENNIFER WALISSER, SECRETARY TREASURER, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name HALIBURTON COUNTY DEVELOPMENT CORPORATION
Address for Service 235 Highland Street, 2nd Floor
 P.O. Box 210
 Haliburton, ON K0M 1S0

Provisions

Principal \$125,000.00 *Currency* CDN
Calculation Period monthly not in advance
Balance Due Date 2017/07/22
Interest Rate 7.5%
Payments \$1,158.77
Interest Adjustment Date 2012 06 05
Payment Date 22nd day of each and every month
First Payment Date 2012 07 22
Last Payment Date 2017 07 22
Standard Charge Terms 200433
Insurance Amount See standard charge terms
Guarantor

Signed By

Sheila Anne Stackhouse 235 Highland St. 2nd Floor acting for Chargor Signed 2012 06 05
 Haliburton (s)
 K0M 1S0

Tel 7054573555
 Fax 7054573398

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

HALIBURTON COUNTY DEVELOPMENT CORPORATION 235 Highland St. 2nd Floor 2012 06 05
 Haliburton
 K0M 1S0

Tel 7054573555
 Fax 7054573398

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

The applicant(s) hereby applies to the Land Registrar.

<i>Fees/Taxes/Payment</i>

<i>Total Paid</i>	\$60.00
-------------------	---------

Properties

PIN 39115 - 0241 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND
 EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1652 Russell Landing Road
 Dorset, Ontario
 P0A 1E0

I, Robert Walisser, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name 1711423 ONTARIO LIMITED
Address for Service 90 Burnhamthorpe Road West, Suite 300
 Mississauga, Ontario
 L5B 3C3

Statements

Schedule: See Schedules

Provisions

Principal \$750,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date 2021/08/31
Interest Rate 6.0%
Payments \$3,750.00
Interest Adjustment Date 2016 09 01
Payment Date 1st day (interest only)
First Payment Date 2016 09 01
Last Payment Date 2021 08 31
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

See schedule.

Signed By

Rejean David Theriault 135 Queens Plate Drive Suite 600 acting for Chargor Signed 2016 09 02
 Etobicoke (s)
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

Loopstra Nixon LLP

135 Queens Plate Drive Suite 600
Etobicoke
M9W 6V7

2016 09 02

Tel 416-746-4710

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Chargee Client File Number : 1852004

ADDITIONAL PROVISIONS

IT IS UNDERSTOOD and agreed that this Charge is being given as collateral security for a promissory note dated August 31, 2016 in the principal amount of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) (the "Note") made by Old Mill Marina (Kawagama) Limited (the "Debtor") in favour of 1801552 Ontario Limited (the "Chargee"). Payment on account of the Note shall constitute payment *pro tanto* on account of this Charge and that default under this Charge or the Note shall constitute default under each of the Note and this Charge. Upon repayment of the Note, the Chargee shall deliver to the Chargor the executed discharge of this Charge in registerable form, at the Chargor's expense.

PROVIDED THIS Charge to be void upon payment of all monies in respect of which the Chargor shall be under any liability under the said Note and all such other sums as the Chargee may be entitled to by virtue of this Charge, with interest after maturity at the rate of 6.00% per annum; the said principal sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) together with all accrued and unpaid interest thereon and other amounts owing to the Chargee, to be due and payable on August 31, 2021.

IT IS AGREED that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Note and that the Chargee shall not be required to take proceedings under the Note before proceeding under the within Charge and, conversely, no proceedings under the within Charge shall in any way affect the rights of the Chargee under the Note or any other security held by the Chargee for payment and obligations pursuant to the Note, and the Chargee shall not be required to take proceedings under the within Charge before proceeding under the Note.

THE Chargor agrees to advise the Chargee of any changes in ownership, including the sale or transfer of shares or interest with respect to the Chargor.

IN THE EVENT of a sale, transfer or other disposition of the property (or there is a change of control of the Chargor), the outstanding balance of the Note, at the option of the Chargee, will become due and payable on the sale closing date.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 39115 - 0241 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND
 EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1652 Russell Landing Road
 Dorset, ON
 L5B 3C3

I, Robert Walisser, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name 1711423 ONTARIO LIMITED
Address for Service 90 Burnamthorpe Road West
 Suite 300
 Mississauga ON L5B 3C3

Statements

Schedule: See Schedules

Provisions

Principal \$500,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date 2021/08/31
Interest Rate
Payments
Interest Adjustment Date 2019 06 07
Payment Date 1st day of each and every month (interest only)
First Payment Date 2019 07 01
Last Payment Date 2021 08 31
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

See Schedule

Signed By

Cindy Yi 135 Queens Plate Drive Suite 600 acting for Signed 2019 06 18
 Etobicoke
 M9W 6V7
 Chargor(s)

Tel 416-746-4710

Fax 416-746-8319

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2019 06 18
 Etobicoke
 M9W 6V7

Tel 416-746-4710

The applicant(s) hereby applies to the Land Registrar.

Submitted By

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Chargee Client File Number : 02017-0007

ADDITIONAL PROVISIONS

IT IS UNDERSTOOD and agreed that this Charge is being given as collateral security for a promissory note dated June 9th, 2019 in the principal amount of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** (the "Note") made by Old Mill Marina (Kawagama) Limited (the "Debtor") in favour of 1711423 Ontario Limited (the "Chargee"). Payment on account of the Note shall constitute payment *pro tanto* on account of this Charge and that default under this Charge or the Note shall constitute default under each of the Note and this Charge. Upon repayment of the Note, the Chargee shall deliver to the Chargor the executed discharge of this Charge in registerable form, at the Chargor's expense.

PROVIDED THIS Charge to be void upon payment of all monies in respect of which the Chargor shall be under any liability under the said Note and all such other sums as the Chargee may be entitled to by virtue of this Charge, with interest after maturity at the rate of 10.00% per annum; the said principal sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** together with all accrued and unpaid interest thereon and other amounts owing to the Chargee, to be due and payable on August 31, 2021.

IT IS AGREED that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Note and that the Chargee shall not be required to take proceedings under the Note before proceeding under the within Charge and, conversely, no proceedings under the within Charge shall in any way affect the rights of the Chargee under the Note or any other security held by the Chargee for payment and obligations pursuant to the Note, and the Chargee shall not be required to take proceedings under the within Charge before proceeding under the Note.

THE Chargor agrees to advise the Chargee of any changes in ownership, including the sale or transfer of shares or interest with respect to the Chargor.

IN THE EVENT of a sale, transfer or other disposition of the property (or if there is a change of control of the Chargor), the outstanding balance of the Note, at the option of the Chargee, will become due and payable on the sale closing date.

Properties

PIN 39115 – 0241 LT
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
HA21205	2012 06 05	Charge/Mortgage

Party From(s)

Name HALIBURTON COUNTY DEVELOPMENT CORPORATION
Address for Service

I, Andrew Hodgson and Andrew Campbell, authorized signing officers, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)*Capacity**Share*

Name 1711423 ONTARIO LIMITED
Address for Service 90 Burnhamthorpe Road West, Suite 300
 Mississauga, Ontario
 L5B 3C3

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HA44419 registered on 2016/09/02

Schedule: The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HA44420.

Signed By

Rejean David Theriault 135 Queens Plate Drive Suite 600 acting for Party Signed 2016 09 02
 Etobicoke From(s)
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2016 09 02
 Etobicoke
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$62.85
<i>Total Paid</i>	\$62.85

TAB I

LAND
REGISTRY
OFFICE #19

39115-0241 (LT)

PREPARED FOR ARiches1
ON 2020/09/16 AT 10:33:20

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2010/03/22

OWNERS' NAMES

OLD MILL MARINA (KAWAGAMA) LIMITED

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2010/03/19 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2010/03/22 **						
19R203	1971/04/23	PLAN REFERENCE				C
19R752	1975/06/10	PLAN REFERENCE				C
H87622	1977/04/12	TRANSFER	\$2		OLD MILL MARINA (KAWAGAMA) LIMITED	C
H246594	2003/06/03	CHARGE		*** COMPLETELY DELETED ***	HUGHES, BRIAN FRENCH, CAROL WARKENTIN, HARVEY	
HA21205	2012/06/05	CHARGE	\$125,000	OLD MILL MARINA (KAWAGAMA) LIMITED	HALIBURTON COUNTY DEVELOPMENT CORPORATION	C
HA27130	2013/07/09	TRANSMISSION CHARGE		*** COMPLETELY DELETED *** WARKENTIN, HARVEY	WARKENTIN, MARIE-LOUISE	
REMARKS: H246594.						
HA30486	2014/02/07	APL DEL EXECUTION		*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #19

39115-0241 (LT)

PREPARED FOR ARiches1
ON 2020/09/16 AT 10:33:20

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: DELETE S/T EXECUTION 94-0000408				
HA30487	2014/02/07	CHARGE		*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED	HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE	
HA30488	2014/02/07	POSTPONEMENT		*** COMPLETELY DELETED *** HALIBURTON COUNTY DEVELOPMENT CORPORATION	HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE	
		REMARKS: HA21205 TO HA30487				
HA37189	2015/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE		
		REMARKS: H246594.				
HA44419	2016/09/02	CHARGE	\$750,000	OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C
HA44420	2016/09/02	NO ASSGN RENT GEN		OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C
		REMARKS: HA44419				
HA44421	2016/09/02	POSTPONEMENT		HALIBURTON COUNTY DEVELOPMENT CORPORATION	1711423 ONTARIO LIMITED	C
		REMARKS: HA21205 TO HA44419				
HA44427	2016/09/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE		
		REMARKS: HA30487.				
HA53254	2018/03/01	NOTICE	\$2	1711423 ONTARIO LIMITED	OLD MILL MARINA (KAWAGAMA) LIMITED	C
		REMARKS: AMENDS HA44419				
HA56134	2018/08/29	CHARGE		*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED	TCF COMMERCIAL FINANCE CANADA INC. NORTHPOINT COMMERCIAL FINANCE CANADA INC.	
HA60323	2019/06/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCF COMMERCIAL FINANCE CANADA INC. NORTHPOINT COMMERCIAL FINANCE CANADA INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #19

39115-0241 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: HA56134.						
HA60340	2019/06/18	CHARGE	\$500,000	OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C
HA64443	2020/03/10	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)		C

TAB J

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 9/22/2020
File Currency Date: 09/21/2020
Family(ies): 7
Page(s): 13

SEARCH : Business Debtor : OLD MILL MARINA (KAWAGAMA) LIMITED

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 9/22/2020
File Currency Date: 09/21/2020
Family(ies): 7
Page(s): 13

SEARCH : Business Debtor : OLD MILL MARINA (KAWAGAMA) LIMITED

FAMILY : 1 OF 7 ENQUIRY PAGE : 1 OF 13
SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 619088652 EXPIRY DATE : 22SEP 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20050922 1132 1862 6425 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
04 ADDRESS : BOX 160, KAWAGAMA LAKE
CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
GE COMMERCIAL DISTRIBUTION FINANCE CANADA
09 ADDRESS : 1290 CENTRAL PARKWAY WEST, SUITE 1000
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C 4R3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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GENERAL COLLATERAL DESCRIPTION

13 ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND
14 ALL PROCEEDS THEREOF.

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16 AGENT: DAVIES WARD PHILLIPS & VINEBERG LLP (NJL / KGK / CSCOTT)
17 ADDRESS : 44TH FLOOR, 1 FIRST CANADIAN PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1B1

FAMILY : 1 OF 7 ENQUIRY PAGE : 2 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20060711 0916 4066 6515
 21 REFERENCE FILE NUMBER : 619088652
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA
 17 ADDRESS : 1000-1290 CENTRAL PARKWAY WEST
 CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C 4R3

FAMILY : 1 OF 7 ENQUIRY PAGE : 3 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20100630 1416 1462 9240
 21 REFERENCE FILE NUMBER : 619088652
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

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02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

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GOODS INVTRY EQUIP ACCTS OTHER

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MATURITY OR

MAT DATE

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16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA

17 ADDRESS : 1000-1290 CENTRAL PARKWAY WEST

CITY : MISSISSAUGA

PROV : ON

POSTAL CODE : L5C4R3

FAMILY : 1 OF 7 ENQUIRY PAGE : 4 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20130517 1407 1462 3123
 21 REFERENCE FILE NUMBER : 619088652
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

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02/05 IND/TRANSFEE:

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OCN:

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POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

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POSTAL CODE :

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DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA

17 ADDRESS : 1290 CENTRAL PARKWAY WEST, SUITE 1000

CITY : MISSISSAUGA

PROV : ON

POSTAL CODE : L5C4R3

FAMILY : 1 OF 7 ENQUIRY PAGE : 5 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20170322 1406 1462 1352
 21 REFERENCE FILE NUMBER : 619088652
 22 AMEND PAGE: NO PAGE: CHANGE: D ASSGNMT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:

GE COMMERCIAL DISTRIBUTION FINANCE CANADA
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
 09 ADDRESS : ATTN (CDF) 1100-1290 CENTRAL PARKWAY W.
 CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
 17 ADDRESS : ATTN (CDF) 1100-1290 CENTRAL PARKWAY W
 CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3

FAMILY : 2 OF 7 ENQUIRY PAGE : 6 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160628 1437 1530 0021 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
 04 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 OLD MILL MARINA (LAKE OF BAYS) LIMITED

09 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: WATEROUS, HOLDEN, AMEY HITCHON
 17 ADDRESS : 20 WELLINGTON STREET, P.O. BOX 1510
 CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 5V6

FAMILY : 2 OF 7 ENQUIRY PAGE : 7 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160628 1437 1530 0021 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME: OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 WALISSER, ROBERT

09 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 7 ENQUIRY PAGE : 8 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
 01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160628 1437 1530 0021 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
 03 BUS NAME:

OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

WALISSER, JENNIFER

09 ADDRESS : 1652 RUSSELL LANDING ROAD

CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

FAMILY : 3 OF 7 ENQUIRY PAGE : 9 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 719940402 EXPIRY DATE : 25AUG 2021 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20160825 1055 1590 5537 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
 04 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 1711423 ONTARIO LIMITED

09 ADDRESS : 90 BURNHAMTHORPE ROAD, SUITE 300
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 3C3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT

14

15

16 AGENT: LOOPSTRA NIXON LLP (SMR - 1852004)

17 ADDRESS : 600-135 QUEENS PLATE DRIVE
 CITY : ETOBICOKE PROV: ON POSTAL CODE: M9W 6V7

FAMILY : 4 OF 7 ENQUIRY PAGE : 10 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 719952435 EXPIRY DATE : 25AUG 2021 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20160825 1104 1590 5541 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
 04 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 1711423 ONTARIO LIMITED
 09 ADDRESS : 90 BURNHAMTHORPE ROAD, SUITE 300
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 3C3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 11 YEAR MAKE MODEL V.I.N.
 12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL ASSIGNMENT OF RENTS AND LEASES WITH RESPECT TO LANDS UNDER
 14 PIN 39116-0241 (LT), PART LOT 16, CONCESSION 12 SHERBORNE AS IN
 15 H87622, TOWNSHIP OF ALGONQUIN HIGHLANDS
 16 AGENT: LOOPSTRA NIXON LLP (SMR - 1852004)
 17 ADDRESS : 600-135 QUEENS PLATE DRIVE
 CITY : ETOBICOKE PROV: ON POSTAL CODE: M9W 6V7

FAMILY : 5 OF 7 ENQUIRY PAGE : 11 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 720996966 EXPIRY DATE : 27SEP 2021 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20160927 1708 1462 7426 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
 04 ADDRESS : 1652 RUSSELL LANDING ROAD
 CITY : DORSET PROV: ON POSTAL CODE: P0A1E0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
 09 ADDRESS : ATTN (CDF), 1100-1290 CNTRL PKWY W
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C4R3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION

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 16 AGENT: WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
 17 ADDRESS : ATTN (CDF), 1100-1290 CNTRL PKWY W
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C4R3

FAMILY : 6 OF 7 ENQUIRY PAGE : 12 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 741590451 EXPIRY DATE : 13JUL 2021 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20180713 1444 1530 2257 REG TYP: P PPSA REG PERIOD: 3

02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA KAWAGAMA LIMITED

OCN :

04 ADDRESS : 1652 RUSSELL STREET
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A2

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X X

YEAR MAKE MODEL V.I.N.

11 2014 FORD F150 1FTEX1EM1EFA78987

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 7 OF 7 ENQUIRY PAGE : 13 OF 13
 SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 741638925 EXPIRY DATE : 16JUL 2023 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20180716 1433 1530 3267 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

OCN :
 04 ADDRESS : 1652 RUSSELL LANDING
 CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ROYAL BANK OF CANADA

09 ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.
 11 2016 FORD F150 1FTEW1EF5GFA01241

12
 GENERAL COLLATERAL DESCRIPTION

13
 14
 15
 16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 ADDRESS : 4126 NORLAND AVENUE
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

TORKIN MANES LLP

MEMORANDUM

To: Jeffrey Simpson
 From: Shalan Jankowski
 Date: September 22, 2020
 Re: Old Mill Marina (Kawagama) Limited

Details of Searches conducted on **Old Mill Marina (Kawagama) Limited** are as follows:

A. PPSA SEARCH RESULTS – Currency Date: September 21, 2020

A	Accounts (formerly known as “Book Debts”)	I	Inventory	O	Other		
CG	Consumer Goods	E	Equipment	MV	Motor Vehicle		
<i>Secured Party</i>	<i>Debtor</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Description</i>	<i>Collateral</i>	<i>Expiry Date</i>
GE Commercial Distribution Finance Canada	Old Mill Marina (Kawagama) Limited	619088652	20050922 1132 1862 6425	I, E, A, O, MV	All The Debtor's Present And After Acquired Personal Property And All Proceeds Thereof.		Sep 22/23
Renewal: 3 Years			20060711 0916 4066 6515				
Renewal: 5 Years			20100630 1416 1462 9240				
Renewal: 5 Years			20130517 1407 1462 3123				
Assignment By Secured Party: <i>Assignor:</i> GE Commercial Distribution Finance Canada <i>Assignee:</i> Wells Fargo Capital Finance Corporation			20170322 1406 1462 1352				

- 2 -

<i>Secured Party</i>	<i>Debtor</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Description</i>	<i>Collateral</i>	<i>Expiry Date</i>
Canada							
Old Mill Marina (Lake Of Bays) Limited Walisser, Robert Walisser, Jennifer	Old Mill Marina (Kawagama) Limited	718097049	20160628 1437 1530 0021	I, E, A, O, MV			Jun 28/21
1711423 Ontario Limited	Old Mill Marina (Kawagama) Limited	719940402	20160825 1055 1590 5537	I, E, A, O, MV	General Security Agreement		Aug 25/21
1711423 Ontario Limited	Old Mill Marina (Kawagama) Limited	719952435	20160825 1104 1590 5541	A, O	General Assignment Of Rents And Leases With Respect To Lands Under Pin 39116-0241 (Lt), Part Lot 16, Concession 12 Sherborne As In H87622, Township Of Algonquin Highlands		Aug 25/21
Wells Fargo Capital Finance Corporation Canada	Old Mill Marina (Kawagama) Limited	720996966	20160927 1708 1462 7426	I, E, A, O, MV			Sep 27/21
Royal Bank Of Canada	Old Mill Marina Kawagama Limited	741590451	20180713 1444 1530 2257	CG, O, MV	2014 Ford F150 1FTEX1EM1EFA78987		Jul 13/21
Royal Bank Of Canada	Old Mill Marina (Kawagama) Limited	741638925	20180716 1433 1530 3267	CG, O, MV	2016 Ford F150 1FTEW1EF5GFA01241		Jul 16/23

Attachments

[22222.0002/7495799_1](#)

TAB K

1711423 ONTARIO LIMITED

INDEBTEDNESS OF OLD MILL MARINA (KAWAGAMA) LIMITED

					<i>As at:</i>	<i>17-Sep-20</i>
Promissory Note:	01-Sep-16	09-Jun-19	26-Jun-19	16-Jul-19		Total
Interest rate:	6.00%	10.00%	10.00%	10.00%		
Principal:	\$750,000.00	\$207,799.33	\$69,000.00	\$16,684.92		\$1,043,484.25
01-Jan-19 Balance:	\$750,000.00					
2019 Interest:	\$45,000.00	\$11,670.92	\$3,553.97	\$767.96		\$60,992.86
Balance:	\$795,000.00	\$219,470.25	\$72,553.97	\$17,452.88		\$1,104,477.11
2020 Interest:	\$33,978.08	\$15,633.50	\$5,168.23	\$1,243.22		\$56,023.03
Balance:	\$828,978.08	\$235,103.75	\$77,722.20	\$18,696.10		\$1,160,500.13
Per diem:	\$130.68	\$60.13	\$19.88	\$4.78		\$215.47

TAB L

Haliburton County Development Corp.

P.O. Box 210
 Haliburton, ON K0M 1S0
 Work: (705)457-3555
 Fax: (705)457-3398



Loan Details
 Between < no date criteria >

Loan #	1382-06/12	Loan Date	2012-06-05	Walisser, Rob & Jennifer	(705)766-2214 Work
Account Name	Old Mill Marina	Maturity Date	2020-06-22	Borrower	
Loan Type	Term	Interest Rate	7.50 % Fixed Rate		
Product	TERM				

Transactions

Date	Action	Amount	Interest	Paid				Outstanding				Total Balance
				Principal	Interest	Fees	Insurance	Principal	Interest	Fees	Insurance	
2012-06-01	Commitment	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012-06-05	Advance: Principal	25,607.11	0.00	0.00	0.00	0.00	0.00	25,607.11	0.00	0.00	0.00	25,607.11
2012-06-05	Advance: Principal	19,692.18	0.00	0.00	0.00	0.00	0.00	45,299.29	0.00	0.00	0.00	45,299.29
2012-06-05	Advance: Principal	45,131.32	0.00	0.00	0.00	0.00	0.00	90,430.61	0.00	0.00	0.00	90,430.61
2012-06-05	Advance: Principal	33,160.59	0.00	0.00	0.00	0.00	0.00	123,591.20	0.00	0.00	0.00	123,591.20
2012-06-05	Advance: Fee: Admin	937.50	0.00	0.00	0.00	937.50	0.00	124,528.70	0.00	0.00	0.00	124,528.70
2012-06-05	Advance: Fee: Mortgage Pre	71.30	0.00	0.00	0.00	71.30	0.00	124,600.00	0.00	0.00	0.00	124,600.00
2012-06-05	Advance: Fee: Mortgage Pre	400.00	0.00	0.00	0.00	400.00	0.00	125,000.00	0.00	0.00	0.00	125,000.00
2012-06-30	Interest	640.37	640.37	0.00	0.00	0.00	0.00	125,000.00	640.37	0.00	0.00	125,640.37
2012-07-22	Payment: Regular	1,158.77	563.52	0.00	1,158.77	0.00	0.00	125,000.00	45.12	0.00	0.00	125,045.12
2012-08-22	Payment: Regular	1,158.77	794.06	319.59	839.18	0.00	0.00	124,680.41	0.00	0.00	0.00	124,680.41
2012-09-22	Payment: Regular	1,158.77	792.03	366.74	792.03	0.00	0.00	124,313.67	0.00	0.00	0.00	124,313.67
2012-10-22	Payment: Regular	1,158.77	764.22	394.55	764.22	0.00	0.00	123,919.12	0.00	0.00	0.00	123,919.12
2012-11-22	Payment: Regular	1,158.77	787.19	371.58	787.19	0.00	0.00	123,547.54	0.00	0.00	0.00	123,547.54
2012-12-22	Payment: Regular	1,158.77	759.51	399.26	759.51	0.00	0.00	123,148.28	0.00	0.00	0.00	123,148.28
2013-01-22	Payment: Regular	1,158.77	784.44	374.33	784.44	0.00	0.00	122,773.95	0.00	0.00	0.00	122,773.95
2013-02-22	Payment: Regular	1,158.77	782.05	376.72	782.05	0.00	0.00	122,397.23	0.00	0.00	0.00	122,397.23
2013-03-22	Payment: Regular	1,158.77	704.20	454.57	704.20	0.00	0.00	121,942.66	0.00	0.00	0.00	121,942.66
2013-03-31	Interest	225.51	225.51	0.00	0.00	0.00	0.00	121,942.66	225.51	0.00	0.00	122,168.17
2013-04-22	Payment: Regular	1,158.77	551.25	382.01	776.76	0.00	0.00	121,560.65	0.00	0.00	0.00	121,560.65
2013-05-22	Payment: Regular	1,158.77	749.35	409.42	749.35	0.00	0.00	121,151.23	0.00	0.00	0.00	121,151.23
2013-06-22	Payment: Regular	1,158.77	771.72	387.05	771.72	0.00	0.00	120,764.18	0.00	0.00	0.00	120,764.18
2013-07-22	Payment: Regular	1,158.77	744.44	414.33	744.44	0.00	0.00	120,349.85	0.00	0.00	0.00	120,349.85
2013-08-22	Payment: Regular	1,158.77	766.61	392.16	766.61	0.00	0.00	119,957.69	0.00	0.00	0.00	119,957.69
2013-09-22	Payment: Regular	1,158.77	764.11	394.66	764.11	0.00	0.00	119,563.03	0.00	0.00	0.00	119,563.03
2013-10-22	Payment: Regular	1,158.77	737.03	421.74	737.03	0.00	0.00	119,141.29	0.00	0.00	0.00	119,141.29
2013-11-22	Payment: Regular	1,158.77	758.91	399.86	758.91	0.00	0.00	118,741.43	0.00	0.00	0.00	118,741.43
2013-12-22	Payment: Regular	1,158.77	731.97	426.80	731.97	0.00	0.00	118,314.63	0.00	0.00	0.00	118,314.63
2014-01-22	Payment: Regular	1,158.77	753.65	405.12	753.65	0.00	0.00	117,909.51	0.00	0.00	0.00	117,909.51
2014-02-22	Payment: Regular	1,158.77	751.07	407.70	751.07	0.00	0.00	117,501.81	0.00	0.00	0.00	117,501.81
2014-03-22	Payment: Regular	1,158.77	676.04	482.73	676.04	0.00	0.00	117,019.08	0.00	0.00	0.00	117,019.08
2014-03-31	Interest	216.41	216.41	0.00	0.00	0.00	0.00	117,019.08	216.41	0.00	0.00	117,235.49
2014-04-22	Payment: Regular	1,158.77	528.99	413.37	745.40	0.00	0.00	116,605.71	0.00	0.00	0.00	116,605.71
2014-05-22	Payment: Regular	1,158.77	718.80	439.97	718.80	0.00	0.00	116,165.74	0.00	0.00	0.00	116,165.74
2014-06-22	Payment: Regular	1,158.77	739.96	418.81	739.96	0.00	0.00	115,746.93	0.00	0.00	0.00	115,746.93
2014-07-22	Payment: Regular	1,158.77	713.51	445.26	713.51	0.00	0.00	115,301.67	0.00	0.00	0.00	115,301.67
2014-08-22	Payment: Regular	1,158.77	734.46	424.31	734.46	0.00	0.00	114,877.36	0.00	0.00	0.00	114,877.36
2014-09-22	Payment: Regular	1,158.77	731.75	427.02	731.75	0.00	0.00	114,450.34	0.00	0.00	0.00	114,450.34

Haliburton County Development Corp.

P.O. Box 210
Haliburton, ON K0M 1S0
Work: (705)457-3555
Fax: (705)457-3398

**Loan Details**

Between < no date criteria >

Loan #	1382-06/12	Loan Date	2012-06-05	Wallisser, Rob & Jennifer	(705)766-2214 Work
Account Name	Old Mill Marina	Maturity Date	2020-06-22	Borrower	
Loan Type	Term	Interest Rate	7.50 % Fixed Rate		
Product	TERM				

Date	Action	Amount	Interest	Paid				Outstanding				Total Balance
				Principal	Interest	Fees	Insurance	Principal	Interest	Fees	Insurance	
2014-10-22	Payment: Regular	1,158.77	705.52	453.25	705.52	0.00	0.00	113,997.09	0.00	0.00	0.00	113,997.09
2014-11-22	Payment: Regular	1,158.77	726.15	432.62	726.15	0.00	0.00	113,564.47	0.00	0.00	0.00	113,564.47
2014-12-22	Payment: Regular	1,158.77	700.05	458.72	700.05	0.00	0.00	113,105.75	0.00	0.00	0.00	113,105.75
2015-01-22	Payment: Regular	1,158.77	720.47	438.30	720.47	0.00	0.00	112,667.45	0.00	0.00	0.00	112,667.45
2015-02-22	Payment: Regular	1,158.77	717.68	441.09	717.68	0.00	0.00	112,226.36	0.00	0.00	0.00	112,226.36
2015-03-22	Payment: Regular	1,158.77	645.69	513.08	645.69	0.00	0.00	111,713.28	0.00	0.00	0.00	111,713.28
2015-04-22	Payment: Regular	1,158.77	711.60	447.17	711.60	0.00	0.00	111,266.11	0.00	0.00	0.00	111,266.11
2015-05-22	Payment: Regular	1,158.77	685.89	472.88	685.89	0.00	0.00	110,793.23	0.00	0.00	0.00	110,793.23
2015-06-22	Payment: Regular	1,158.77	705.74	453.03	705.74	0.00	0.00	110,340.20	0.00	0.00	0.00	110,340.20
2015-07-22	Payment: Regular	1,158.77	680.18	478.59	680.18	0.00	0.00	109,861.61	0.00	0.00	0.00	109,861.61
2015-08-22	Payment: Regular	1,158.77	699.80	458.97	699.80	0.00	0.00	109,402.64	0.00	0.00	0.00	109,402.64
2015-09-22	Payment: Regular	1,158.77	696.88	461.89	696.88	0.00	0.00	108,940.75	0.00	0.00	0.00	108,940.75
2015-10-22	Payment: Regular	1,158.77	671.55	487.22	671.55	0.00	0.00	108,453.53	0.00	0.00	0.00	108,453.53
2015-11-22	Payment: Regular	1,158.77	690.83	467.94	690.83	0.00	0.00	107,985.59	0.00	0.00	0.00	107,985.59
2015-12-22	Payment: Regular	1,158.77	665.66	493.11	665.66	0.00	0.00	107,492.48	0.00	0.00	0.00	107,492.48
2016-01-22	Payment: Regular	1,158.77	682.84	475.93	682.84	0.00	0.00	107,016.55	0.00	0.00	0.00	107,016.55
2016-02-22	Payment: Regular	1,158.77	679.82	478.95	679.82	0.00	0.00	106,537.60	0.00	0.00	0.00	106,537.60
2016-03-22	Payment: Regular	1,158.77	633.11	525.66	633.11	0.00	0.00	106,011.94	0.00	0.00	0.00	106,011.94
2016-03-31	Interest	195.51	195.51	0.00	0.00	0.00	0.00	106,011.94	195.51	0.00	0.00	106,207.45
2016-04-22	Payment: Regular	1,158.77	477.92	485.34	673.43	0.00	0.00	105,526.60	0.00	0.00	0.00	105,526.60
2016-05-22	Payment: Regular	1,158.77	648.73	510.04	648.73	0.00	0.00	105,016.56	0.00	0.00	0.00	105,016.56
2016-06-22	Payment: Regular	1,158.77	667.11	491.66	667.11	0.00	0.00	104,524.90	0.00	0.00	0.00	104,524.90
2016-07-22	Payment: Regular	1,158.77	642.57	516.20	642.57	0.00	0.00	104,008.70	0.00	0.00	0.00	104,008.70
2016-08-22	Payment: Regular	1,158.77	660.71	498.06	660.71	0.00	0.00	103,510.64	0.00	0.00	0.00	103,510.64
2016-09-22	Payment: Regular	1,158.77	657.55	501.22	657.55	0.00	0.00	103,009.42	0.00	0.00	0.00	103,009.42
2016-10-22	Payment: Regular	1,158.77	633.25	525.52	633.25	0.00	0.00	102,483.90	0.00	0.00	0.00	102,483.90
2016-11-22	Payment: Regular	1,158.77	651.02	507.75	651.02	0.00	0.00	101,976.15	0.00	0.00	0.00	101,976.15
2016-12-22	Payment: Regular	1,158.77	626.90	531.87	626.90	0.00	0.00	101,444.28	0.00	0.00	0.00	101,444.28
2017-01-22	Payment: Regular	1,158.77	646.19	512.58	646.19	0.00	0.00	100,931.70	0.00	0.00	0.00	100,931.70
2017-02-22	Payment: Regular	1,158.77	642.92	515.85	642.92	0.00	0.00	100,415.85	0.00	0.00	0.00	100,415.85
2017-03-22	Payment: Regular	1,158.77	577.73	581.04	577.73	0.00	0.00	99,834.81	0.00	0.00	0.00	99,834.81
2017-03-31	Interest	184.63	184.63	0.00	0.00	0.00	0.00	99,834.81	184.63	0.00	0.00	100,019.44
2017-04-22	Payment: Regular	1,158.77	451.31	522.83	635.94	0.00	0.00	99,311.98	0.00	0.00	0.00	99,311.98
2017-05-22	Payment: Regular	1,158.77	612.20	546.57	612.20	0.00	0.00	98,765.41	0.00	0.00	0.00	98,765.41
2017-06-22	Payment: Regular	1,158.77	629.12	529.65	629.12	0.00	0.00	98,235.76	0.00	0.00	0.00	98,235.76
2017-07-22	Payment: Regular	1,158.77	605.56	553.21	605.56	0.00	0.00	97,682.55	0.00	0.00	0.00	97,682.55
2017-08-22	Payment: Regular	1,158.77	622.22	536.55	622.22	0.00	0.00	97,146.00	0.00	0.00	0.00	97,146.00
2017-09-22	Payment: Regular	1,158.77	618.81	539.96	618.81	0.00	0.00	96,606.04	0.00	0.00	0.00	96,606.04
2017-10-22	Payment: Regular	1,158.77	595.52	563.25	595.52	0.00	0.00	96,042.79	0.00	0.00	0.00	96,042.79
2017-11-22	Payment: Regular	1,158.77	611.78	546.99	611.78	0.00	0.00	95,495.80	0.00	0.00	0.00	95,495.80

Haliburton County Development Corp.

P.O. Box 210
 Haliburton, ON K0M 1S0
 Work: (705)457-3555
 Fax: (705)457-3398



Loan Details

Between < no date criteria >

Loan #	1382-06/12	Loan Date	2012-06-05	Walisser, Rob & Jennifer	(705)766-2214 Work
Account Name	Old Mill Marina	Maturity Date	2020-06-22	Borrower	
Loan Type	Term	Interest Rate	7.50 % Fixed Rate		
Product	TERM				

Date	Action	Amount	Interest	Paid				Outstanding				Total Balance
				Principal	Interest	Fees	Insurance	Principal	Interest	Fees	Insurance	
2017-12-22	Payment: Regular	1,158.77	588.67	570.10	588.67	0.00	0.00	94,925.70	0.00	0.00	0.00	94,925.70
2018-01-22	Payment: Regular	1,158.77	604.66	554.11	604.66	0.00	0.00	94,371.59	0.00	0.00	0.00	94,371.59
2018-02-22	Payment: Regular	1,158.77	601.13	557.64	601.13	0.00	0.00	93,813.95	0.00	0.00	0.00	93,813.95
2018-03-22	Payment: Regular	1,158.77	539.75	619.02	539.75	0.00	0.00	93,194.93	0.00	0.00	0.00	93,194.93
2018-03-31	Interest	172.35	172.35	0.00	0.00	0.00	0.00	93,194.93	172.35	0.00	0.00	93,367.28
2018-04-22	Payment: Regular	1,158.77	421.29	565.13	593.64	0.00	0.00	92,629.80	0.00	0.00	0.00	92,629.80
2018-05-22	Payment: Regular	1,158.77	571.01	587.76	571.01	0.00	0.00	92,042.04	0.00	0.00	0.00	92,042.04
2018-06-22	Payment: Regular	1,158.77	586.30	572.47	586.30	0.00	0.00	91,469.57	0.00	0.00	0.00	91,469.57
2018-07-22	Payment: Regular	1,158.77	563.85	594.92	563.85	0.00	0.00	90,874.65	0.00	0.00	0.00	90,874.65
2018-08-22	Payment: Regular	1,158.77	578.86	579.91	578.86	0.00	0.00	90,294.74	0.00	0.00	0.00	90,294.74
2018-09-22	Payment: Regular	1,158.77	575.17	583.60	575.17	0.00	0.00	89,711.14	0.00	0.00	0.00	89,711.14
2018-10-22	Payment: Regular	1,158.77	553.01	605.76	553.01	0.00	0.00	89,105.38	0.00	0.00	0.00	89,105.38
2018-11-22	Payment: Regular	1,158.77	567.59	591.18	567.59	0.00	0.00	88,514.20	0.00	0.00	0.00	88,514.20
2018-12-22	Payment: Regular	1,158.77	545.64	613.13	545.64	0.00	0.00	87,901.07	0.00	0.00	0.00	87,901.07
2019-01-22	Payment: Regular	1,158.77	559.92	598.85	559.92	0.00	0.00	87,302.22	0.00	0.00	0.00	87,302.22
2019-02-22	Payment: Regular	1,158.77	556.10	602.67	556.10	0.00	0.00	86,699.55	0.00	0.00	0.00	86,699.55
2019-03-22	Payment: Regular	1,158.77	498.82	659.95	498.82	0.00	0.00	86,039.60	0.00	0.00	0.00	86,039.60
2019-03-31	Interest	159.11	159.11	0.00	0.00	0.00	0.00	86,039.60	159.11	0.00	0.00	86,198.71
2019-04-22	Payment: Regular	1,158.77	388.95	610.71	548.06	0.00	0.00	85,428.89	0.00	0.00	0.00	85,428.89
2019-05-22	Payment: Regular	1,158.77	526.62	632.15	526.62	0.00	0.00	84,796.74	0.00	0.00	0.00	84,796.74
2019-06-22	Payment: Regular	1,158.77	540.14	618.63	540.14	0.00	0.00	84,178.11	0.00	0.00	0.00	84,178.11
2019-07-22	Payment: Regular	1,158.77	518.91	639.86	518.91	0.00	0.00	83,538.25	0.00	0.00	0.00	83,538.25
2019-08-22	Payment: Regular	1,158.77	532.13	626.64	532.13	0.00	0.00	82,911.61	0.00	0.00	0.00	82,911.61
2019-08-31	Interest	153.33	153.33	0.00	0.00	0.00	0.00	82,911.61	153.33	0.00	0.00	83,064.94
2019-09-22	Payment: Regular	1,158.77	374.81	630.63	528.14	0.00	0.00	82,280.98	0.00	0.00	0.00	82,280.98
2019-09-30	Interest	135.26	135.26	0.00	0.00	0.00	0.00	82,280.98	135.26	0.00	0.00	82,416.24
2019-10-22	Payment: Regular	1,158.77	371.96	651.55	507.22	0.00	0.00	81,629.43	0.00	0.00	0.00	81,629.43
2019-10-31	Interest	150.96	150.96	0.00	0.00	0.00	0.00	81,629.43	150.96	0.00	0.00	81,780.39
2019-11-22	Payment: Regular	1,158.77	369.01	638.80	519.97	0.00	0.00	80,990.63	0.00	0.00	0.00	80,990.63
2019-12-22	Payment: Regular	1,158.77	499.26	659.51	499.26	0.00	0.00	80,331.12	0.00	0.00	0.00	80,331.12
2020-01-22	Payment: Regular	1,158.77	510.30	648.47	510.30	0.00	0.00	79,682.65	0.00	0.00	0.00	79,682.65
2020-02-22	Payment: Regular	1,158.77	506.18	652.59	506.18	0.00	0.00	79,030.06	0.00	0.00	0.00	79,030.06
2020-03-18	Interest	404.87	404.87	0.00	0.00	0.00	0.00	79,030.06	404.87	0.00	0.00	79,434.93
2020-03-31	Interest	210.53	210.53	0.00	0.00	0.00	0.00	79,030.06	615.40	0.00	0.00	79,645.46
2020-09-15	Interest*	2,720.71	2,720.71	0.00	0.00	0.00	0.00	79,030.06	3,336.11	0.00	0.00	82,366.17
Loan Totals			63,973.01	45,969.94	60,636.90	1,408.80	0.00					

Haliburton County Development Corp.

P.O. Box 210
 Haliburton, ON K0M 1S0
 Work: (705)457-3555
 Fax: (705)457-3398

**Loan Per Diem Payout**

Loan #	1382-06/12	Walisser, Rob & Jennifer	(705)766-2214 Work
Account Name	Old Mill Marina	Borrower	
Loan Product	TERM		
Maturity Date	2020-06-22		
Interest Rate	7.50 % Fixed Rate		

Payout Date	Outstanding					Total Payout
	Current Interest	Principal	Interest	Fees	Insurance	
2020-09-15	0.00	79,030.06	3,336.11	0.00	0.00	82,366.17
2020-09-16	16.19	79,030.06	3,336.11	0.00	0.00	82,382.36
2020-09-17	32.39	79,030.06	3,336.11	0.00	0.00	82,398.56
2020-09-18	48.58	79,030.06	3,336.11	0.00	0.00	82,414.75
2020-09-19	64.78	79,030.06	3,336.11	0.00	0.00	82,430.95
2020-09-20	80.97	79,030.06	3,336.11	0.00	0.00	82,447.14
2020-09-21	97.17	79,030.06	3,336.11	0.00	0.00	82,463.34
2020-09-22	113.36	79,030.06	3,336.11	0.00	0.00	82,479.53
2020-09-23	129.55	79,030.06	3,336.11	0.00	0.00	82,495.72
2020-09-24	145.75	79,030.06	3,336.11	0.00	0.00	82,511.92
2020-09-25	161.94	79,030.06	3,336.11	0.00	0.00	82,528.11
2020-09-26	178.14	79,030.06	3,336.11	0.00	0.00	82,544.31
2020-09-27	194.33	79,030.06	3,336.11	0.00	0.00	82,560.50
2020-09-28	210.53	79,030.06	3,336.11	0.00	0.00	82,576.70
2020-09-29	226.72	79,030.06	3,336.11	0.00	0.00	82,592.89
2020-09-30	242.92	79,030.06	3,336.11	0.00	0.00	82,609.09
2020-10-01	259.11	79,030.06	3,336.11	0.00	0.00	82,625.28
2020-10-02	275.31	79,030.06	3,336.11	0.00	0.00	82,641.48
2020-10-03	291.50	79,030.06	3,336.11	0.00	0.00	82,657.67
2020-10-04	307.70	79,030.06	3,336.11	0.00	0.00	82,673.87
2020-10-05	323.89	79,030.06	3,336.11	0.00	0.00	82,690.06
2020-10-06	340.09	79,030.06	3,336.11	0.00	0.00	82,706.26
2020-10-07	356.28	79,030.06	3,336.11	0.00	0.00	82,722.45
2020-10-08	372.47	79,030.06	3,336.11	0.00	0.00	82,738.64
2020-10-09	388.67	79,030.06	3,336.11	0.00	0.00	82,754.84

TAB 3

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 28 TH
)	
JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER
(Approval and Vesting)

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Pine Rock Holdings Limited ("**Pine Rock**") as purchaser, later assigned by Pine Rock to 2771470 Ontario Inc., (the "**Purchaser**") dated July 27, 2020 (the "**Sale Agreement**") and appended to the Report of the Receiver (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets

described in the Sale Agreement (the "**Purchased Assets**"), was heard this day by videoconference in accordance with Commercial List COVID 19 procedures.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Josset Johnson sworn September 22, 2020 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including, without limitation, the Interim Operation and Occupation Agreement attached as an Appendix to the Report by the Receiver.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement (and listed on Schedule B hereto) shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated March 9, 2020 (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in Land Registry Office No. 19, Land Titles Division of Haliburton, of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00637615-00CL

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

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c-B-3, and Rules 14.05(2), (3) (d), (g) and (h) of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable McEwen of the Ontario Superior Court of Justice (the "Court") dated March 9, 2020, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited (the "**Debtor**").

B. Pursuant to an Order of the Court dated September 28, 2020, the Court approved the agreement of purchase and sale made as of July 27, 2020 (the "**Sale Agreement**") between the Receiver and 2771470 Ontario Inc (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for

the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of Old Mill Marina (Kawagama) Limited, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

Real Property: The property municipally known as 1652 and 1676 Russell Landing Road, Township of Algonquin Highlands, and legally described as PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS, being all of PIN 39115-0241 (LT), together with all buildings, structures, improvements, systems, chattels and fixtures situated or located thereon or therein.

Shop and yard equipment: See attached list.

The Purchaser acknowledges and agrees that the foregoing list is subject to the Vendor's right to sell or otherwise dispose of such equipment in accordance with the terms of the Sales Agreement.

Goodwill – Goodwill shall include, without limitation, the name “Old Mill (Kawagama) Limited”, all intellectual property of any nature or kind (including, without limitation, all trademarks and trade names) and the right to create and operate a website in respect of the Debtor's business and using such names, trademarks and trade names.

Warranties – Includes all warranties of any nature or kind relating to the Debtor's business or to any of the other Purchased Assets, subject to nothing herein shall be interpreted as implying that the Receiver has provided any independent representations or warranties regarding the Purchased Assets.

Client Lists – Includes contact information of past and current clients of the Debtor's business and related information in the Vendor's actual possession regarding past and current transactions with such client.

Schedule B Cont'd

Shop and Yard Equipment

Old Mill Marina (Kawagama) Limited Marina Equipment List - July 22, 2020

Equipment

- 1982 Lion LiftAll forklift
- 1990 Load Lifter forklift
- 1990 Massey Ferguson 55HP tractor with 8; blower
- Shop tools consistent with marine repair facility, including jacks, hoists, diagnostic equipment, specialty tools, air compressors and shop manuals
- Office equipment (computers, furniture, printers, filing cabinets)
- 2006 Legend 19' aluminum work boat w/ 115HP Mercury engine
- 1990's 21' Jon Boat w/ 60HP Mercury engine
- 2011 Ford F250

Trailers

- 3x Heritage Boat Trailers
- 3x Venture Yard Trailers
- 2x Legend trailers
- 3x tandem PWC trailers
- Phoenix pontoon trailer
- Sea-ray tandem trailer
- Hoosier hydraulic pontoon trailer
- Princecraft scissor pontoon trailer
- pontoon trailer (manufacturer unknown)
- 4pc snowmobile trailer (not serviceable)
- tri-axle trailer (for Steel barge)

Miscellaneous

- 18 boats, for parts
- 4 skidoo snowmobiles (not running)
- children's playhouse assembly
- assorted structural steel stock
- various sections of floating docks

Other Equipment

- 2008 15 hp Mercury 4-stroke outboard longshaft
- 2011 20 hp mercury 4-stroke outboard longshaft
- 2013 15 hp mercury 4-stroke outboard shortshaft
- 2013 15 hp mercury 4-stroke outboard longshaft
- 2013 9.9hp mercury longshaft pro kicker
- 20x assorted old outboards in disrepair/not running 5 hp to 25 hp
- Parts and tools consistent with Ski-Doo dealership (all from pre-2012)

Schedule C – Claims to be deleted and expunged from title to Real Property

The following instruments are to be discharged upon registration of the Vesting Order:

1. Instrument No. HA21205 registered on June 5, 2012, being a Charge in favour of Haliburton County Development Corporation in the principal amount of \$125,000 (the “**Haliburton Charge**”);
2. Instrument No. HA44419 registered on September 2, 2016, being a Charge in favour of 1711423 Ontario Limited (“**1711423**”) in the principal amount of \$750,000 (the “**1711423 Charge**”);
3. Instrument No. HA44420 registered on September 2, 2016, being a Notice of Assignment of Rents – General in favour of 1711423;
4. Instrument No. HA44421 registered on September 2, 2016, being a Postponement of Interest of the Haliburton Charge in favour of the 1711423 Charge;
5. Instrument No. HA53254 registered on March 1, 2018, being a Notice relating to the 1711423 Charge; and
6. Instrument No. HA60340 registered on June 18, 2019, being a Charge in favour of 1711423 in the principal amount of \$500,000.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Permitted Encumbrances with respect to the Property means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Real Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. 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 Real Property;
6. 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, provided that any such work orders, deficiency notices and any other noncompliance are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices, provided that such breaches are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Real Property; and

10. Without in any way limiting the generality of any of the foregoing, the following specific instruments registered on title against the Real Property:
- (a) Plan 19R203 deposited on April 23, 1971;
 - (b) Plan 19R752 deposited on June 10, 1975;
 - (c) Instrument No. H87622 registered on April 12, 1972, being a Transfer in favour of the Debtor and containing a subject to interest burdening the Real Property as noted in the legal description therefor; and
 - (d) Instrument No. HA64443 registered on March 10, 2020, being an Application to Register Court Order.

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Receiver, MNP Ltd.

TAB 4

Revised: January 21, 2014

Court File No. ~~_____~~ CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE _____	)	WEEKDAY <u>MONDAY</u> , THE #
JUSTICE _____	)	DAY OF MONTH, 20YR <u>28TH</u>
)	
<u>JUSTICE HAINEY</u>	)	<u>DAY OF SEPTEMBER, 2020</u>

B E T W E E N:

~~PLAINTIFF~~

~~Plaintiff~~

1711423 ONTARIO LIMITED

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

~~APPROVAL AND VESTING ORDER~~
(Approval and Vesting)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ Old Mill Marina (Kawagama) Limited (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale ~~(the "Sale Agreement")~~ between the Receiver and ~~[NAME OF PURCHASER]~~ (the "Purchaser" Pine Rock Holdings Limited ("Pine Rock") as purchaser, later assigned by Pine Rock to 2771470 Ontario Inc., (the "Purchaser") dated ~~[DATE]~~ July 27, 2020 (the "Sale Agreement") and appended to the Report of the Receiver ~~dated [DATE]~~ (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day ~~at 330 University Avenue, Toronto, Ontario by~~ videoconference in accordance with Commercial List COVID 19 procedures.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ service of Josset Johnson sworn ~~[DATE]~~ September 22, 2020 filed¹:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including, without limitation, the Interim Operation and Occupation Agreement attached as an Appendix to the Report by the Receiver.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

"Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~{(and listed on Schedule B hereto)}~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~{NAME}~~ McEwen dated ~~{DATE}~~ March 9, 2020 (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in ~~the~~ Land Registry Office ~~for the~~ ~~{Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver}~~ {No. 19} Land Titles Division of ~~{LOCATION}~~ Haliburton, of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the Land Registration Reform Act~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

⁶ ~~Select the language appropriate to the land registry system (Registry vs. Land Titles).~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees ~~listed on Schedule "•" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

⁷~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (~~Canada~~) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

8. ~~9.~~ **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.

Revised: January 21, 2014

Schedule A – Form of Receiver’s Certificate

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

~~PLAINTIFF~~

~~Plaintiff~~

1711423 ONTARIO LIMITED

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c-B-3, and Rules 14.05(2), (3) (d), (g) and (h) of the *Rules of Civil Procedure*

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ McEwen of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ March 9, 2020, MNP Ltd. was appointed as the receiver (the "Receiver") of the

undertaking, property and assets of ~~[DEBTOR]~~Old Mill Marina (Kawagama) Limited (the "Debtor").

B. Pursuant to an Order of the Court dated ~~[DATE]~~September 28, 2020, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~July 27, 2020 (the "Sale Agreement") between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~and 2771470 Ontario Inc (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing ~~as~~ set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~ MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of ~~{DEBTOR}~~ Old Mill Marina (Kawagama) Limited, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Revised: January 21, 2014

Schedule B – Purchased Assets

Real Property: The property municipally known as 1652 and 1676 Russell Landing Road, Township of Algonquin Highlands, and legally described as PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS, being all of PIN 39115-0241 (LT), together with all buildings, structures, improvements, systems, chattels and fixtures situated or located thereon or therein.

Shop and yard equipment: See attached list.

The Purchaser acknowledges and agrees that the foregoing list is subject to the Vendor's right to sell or otherwise dispose of such equipment in accordance with the terms of the Sales Agreement.

Goodwill – Goodwill shall include, without limitation, the name “Old Mill (Kawagama) Limited”, all intellectual property of any nature or kind (including, without limitation, all trademarks and trade names) and the right to create and operate a website in respect of the Debtor's business and using such names, trademarks and trade names.

Warranties – Includes all warranties of any nature or kind relating to the Debtor's business or to any of the other Purchased Assets, subject to nothing herein shall be interpreted as implying that the Receiver has provided any independent representations or warranties regarding the Purchased Assets.

Client Lists – Includes contact information of past and current clients of the Debtor's business and related information in the Vendor's actual possession regarding past and current transactions with such client.

Schedule B Cont'd

Shop and Yard Equipment

Old Mill Marina (Kawagama) Limited Marina Equipment List - July 22, 2020

Equipment

- 1982 Lion LiftAll forklift
- 1990 Load Lifter forklift
- 1990 Massey Ferguson 55HP tractor with 8' blower
- Shop tools consistent with marine repair facility, including jacks, hoists, diagnostic equipment, specialty tools, air compressors and shop manuals
- Office equipment (computers, furniture, printers, filing cabinets)
- 2006 Legend 19' aluminum work boat w/ 115HP Mercury engine
- 1990's 21' Jon Boat w/ 60HP Mercury engine
- 2011 Ford F250

Trailers

- 3x Heritage Boat Trailers
- 3x Venture Yard Trailers
- 2x Legend trailers
- 3x tandem PWC trailers
- Phoenix pontoon trailer
- Sea-ray tandem trailer
- Hoosier hydraulic pontoon trailer
- Princecraft scissor pontoon trailer
- pontoon trailer (manufacturer unknown)
- 4pc snowmobile trailer (not serviceable)
- tri-axle trailer (for Steel barge)

Miscellaneous

- 18 boats, for parts
- 4 skidoo snowmobiles (not running)
- children's playhouse assembly
- assorted structural steel stock

- various sections of floating docks

Other Equipment

- 2008 15 hp Mercury 4-stroke outboard longshaft
- 2011 20 hp mercury 4-stroke outboard longshaft
- 2013 15 hp mercury 4-stroke outboard shortshaft
- 2013 15 hp mercury 4-stroke outboard longshaft
- 2013 9.9hp mercury longshaft pro kicker
- 20x assorted old outboards in disrepair/not running 5 hp to 25 hp
- Parts and tools consistent with Ski-Doo dealership (all from pre-2012)

Schedule C – Claims to be deleted and expunged from title to Real Property

The following instruments are to be discharged upon registration of the Vesting Order:

1. Instrument No. HA21205 registered on June 5, 2012, being a Charge in favour of Haliburton County Development Corporation in the principal amount of \$125,000 (the “Haliburton Charge”);
2. Instrument No. HA44419 registered on September 2, 2016, being a Charge in favour of 1711423 Ontario Limited (“1711423”) in the principal amount of \$750,000 (the “1711423 Charge”);
3. Instrument No. HA44420 registered on September 2, 2016, being a Notice of Assignment of Rents – General in favour of 1711423;
4. Instrument No. HA44421 registered on September 2, 2016, being a Postponement of Interest of the Haliburton Charge in favour of the 1711423 Charge;
5. Instrument No. HA53254 registered on March 1, 2018, being a Notice relating to the 1711423 Charge; and
6. Instrument No. HA60340 registered on June 18, 2019, being a Charge in favour of 1711423 in the principal amount of \$500,000.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Permitted Encumbrances with respect to the Property means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Real Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. 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 Real Property;
6. 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, provided that any such work orders, deficiency notices and any other noncompliance are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices, provided that such breaches are discoverable by the Purchaser no less than three (3) Business Days before the Waiver Date by way of an updated search with the applicable Governmental Authority, regardless of whether or not such search was performed;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Real Property; and

10. Without in any way limiting the generality of any of the foregoing, the following specific instruments registered on title against the Real Property:

- (a) Plan 19R203 deposited on April 23, 1971;
- (b) Plan 19R752 deposited on June 10, 1975;
- (c) Instrument No. H87622 registered on April 12, 1972, being a Transfer in favour of the Debtor and containing a subject to interest burdening the Real Property as noted in the legal description therefor; and
- (d) Instrument No. HA64443 registered on March 10, 2020, being an Application to Register Court Order.

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

TORKIN MANES LLP

Barristers & Solicitors

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Lawyers for the Receiver, MNP Ltd.

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TAB 5

Court File No. CV-20-00637615-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 28 TH
)	
MR. JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

B E T W E E N:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER**(Re: Interim Distribution, Receiver's Conduct, Fees and Sealing)**

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver and manager (and in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties of Old Mill Marina (Kawagama) Limited (the "**Debtor**") for an order, among other things, approving the Report of the Receiver dated September , 2020 (the "**Report**") and the actions of the Receiver set out therein, sealing the Confidential Appendices to the Report, authorizing the Receiver to make an interim distribution, and approving the fees and disbursements of the Receiver and its counsel as shown in the Fee Affidavits (as hereinafter defined) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, including the Fee affidavits of Jerry Henechowicz for the Receiver and S. Fay Sulley for Torkin Manes LLP (collectively, referred as the “**Fee Affidavits**”) and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served pursuant to the applicable Commercial List service and filing protocols, as appears from the Proof of Service of Josset Johnson, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Report and the conduct and activities of the Receiver as described in the Report are hereby approved.
3. **THIS COURT ORDERS** that, following the completion of the sale transaction approved herein, the Receiver is hereby authorized to make the following distribution from the proceeds of the realization of the real property of the Debtor:
 - (a) the sum of \$863, 333.62 in favour of 1711423 Ontario Limited, plus per diem interest at the rate of \$130.68 starting from September 17, 2020 to the date of distribution, in full satisfaction of the indebtedness secured by the first mortgage registered as Instrument Number HA44419 against title to the Real Property described in Schedule “A”;
 - (b) the sum of \$82,576.70 in favour of Haliburton County Development Corporation, plus per diem interest at the applicable rate starting from the day immediately following this date of this Order to the date of distribution, in full satisfaction of the indebtedness secured by the first mortgage registered as Instrument Number HA21205 against title to the Real Property described in Schedule “A” ,
4. **THIS COURT ORDERS** that Confidential Appendices to the Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from all contents of the Court file, pending the earlier of (a) further Order of this Court; or (b) the expiry of 60 days following the date of the completion of the transaction(s) approved in this Order.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Torkin Manes LLP, as set out in the Report and the Fee Affidavits are hereby approved.

SCHEDULE A**Legal Description and Municipal Address of Real Property**

PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS, being all of PIN 39115-0241 (LT), municipally known as 1652 and 1676 Russell Landing Road, Township of Algonquin Highlands.

1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Re Interim Distribution, Receiver's Conduct, Fees
and Sealing)**

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1711423 ONTARIO LIMITED
Applicant

-and- OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No. CV-20-00637615-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(Returnable September 28, 2020)

TORKIN MANES LLP

Barristers & Solicitors
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