

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

B E T W E E N:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

**MOTION RECORD
(returnable January 11, 2021)**

January 5, 2021

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

TO: SERVICE LIST

SERVICE LIST
(as at January 4, 2021)

TO:	<p>GOWLING WLG (CANADA) LLP 1 First Canadian Place Suite 1600, 100 King Street West Toronto, ON M5X 1G5</p> <p>Thomas Gertner Tel: (416) 369-4618 thomas.gertner@gowlingwlg.com</p> <p>Angelica Wilamowicz Tel: (416) 862-3618 angelica.wilamowicz@gowlingwlg.com</p> <p><i>Lawyers for the Applicant, Pillar Capital Corp.</i></p>
AND TO:	<p>TURUSS (CANADA) INDUSTRY CO., LTD. 60 Industrial Park Road / 60 Queen Street North Chesley, ON N0G 1L0</p> <p>Yang Jiang Tel: (905) 212-9929 jiangyang818@gmail.com</p> <p><i>Respondent</i></p>
AND TO:	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto, ON M5K 0A1</p> <p>Robert Kennedy Tel: (416) 863-4511 robert.kennedy@dentons.com</p> <p>Daniel Loberto Tel: (416) 863-4760 daniel.loberto@dentons.com</p> <p><i>Lawyers for MNP Ltd., in its capacity as Court-appointed Receiver of Turuss (Canada) Industry Co., Ltd.</i></p>

AND TO:	<p>MNP LTD. 111 Richmond Street West Toronto, ON M5H 2G4</p> <p>Jerry Henechowitz Tel: (416) 515-3924 Jerry.Henechowitz@mnp.ca</p> <p>Michael Litwack michael.litwack@mnp.ca</p> <p><i>Court-appointed Receiver of Turuss (Canada) Industry Co., Ltd.</i></p>
AND TO:	<p>BRUCE POWER INC. Bruce Power Law Division, B10 06E, Room 6000E 177 Tie Road, R.R. #2 P.O. Box 1540, Building B 10 Tiverton, ON N0G 2T0</p> <p>Ford Thompson Tel: 1 (519) 386-2491 ford.thompson@brucepower.com</p>
AND TO:	<p>DEPARTMENT OF JUSTICE Ontario Regional Office Tax Law Services Division The Exchange Tower 130 King St. West, Suite 3400, Box 36 Toronto, ON M5X 1K6</p> <p>Diane Winters Tel: (416) 973-3172 diane.winters@justice.gc.ca</p>
AND TO:	<p>MINISTRY OF FINANCE Legal Services Branch 33 King Street West, 6th Floor P.O. Box 327, Stn. A Oshawa, ON L1H 8H5</p> <p>Leslie Crawford (Law Clerk) Leslie.Crawford@ontario.ca</p>

AND TO:	ASKIT LAW 675 Cochrane Drive, Suite 502N Markham, ON L3R 0B8 Yao Zhang Tel: (416) 900-1091, ext. 100 yzhang@askitlaw.com <i>Lawyers for Kuo-Tong-Hsieh, the Second Mortgagee</i>
AND TO:	YANG JIANG 9 Highview Crescent Richmond Hill, ON L4B 2T6 jiangyang818@gmail.com
AND TO:	DEVRY SMITH FRANK LLP 95 Barber Greene Road, Suite 100 Toronto, ON M3C 3E9 Oren Chaimovitch Tel: (416) 446-3342 Fax: (416) 449-7071 Oren.chaimovitch@devrylaw.ca <i>Lawyers to Emix Ltd., the Landlord of Turuss (Canada) Industry Co., Ltd. o/a Total Hardwood Flooring</i>
AND TO:	CAMBRIDGE LLP 333 Adelaide Street West, 4 th Floor Toronto, ON M5V 1R5 Ruzbeh Hosseini Tel: (647) 430-5375 Fax : (289) 812-735 rhosseini@cambridgellp.com Leon Li Tel : (416) 888-2380 lli@cambridgellp.com <i>Lawyers for Dalian Natural Wood Industry Co., Ltd., Dazhuang Ma and Gang Guo</i>

Email List

robert.kennedy@dentons.com; daniel.loberto@dentons.com; thomas.gertner@gowlingwlg.com;
angelica.wilamowicz@gowlingwlg.com; jiangyang818@gmail.com;
Jerry.Henechowicz@mnp.ca; michael.litwack@mnp.ca; ford.thompson@brucepower.com;
diane.winters@justice.gc.ca; Leslie.Crawford@ontario.ca; yzhang@askitlaw.com;
Oren.chaimovitch@devrylaw.ca; rhosseini@cambridgellp.com; lli@cambridgellp.com

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TAB 1

Court File No.: CV-20-00646729-00CL

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

B E T W E E N:

PILLAR CAPITAL CORP.

Applicant

– and –

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

NOTICE OF MOTION

MNP Ltd. (“**MNP**”), in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Turuss (Canada) Industry Co., Ltd. (the “**Debtor**”), appointed pursuant to the Order of the Honourable Justice Hainey, dated September 18, 2020 (the “**Receivership Order**”), will make a motion to a judge presiding over the Commercial List on January 11, 2021, at 9:30am, or as soon after that as the motion can be heard, by judicial videoconference via Zoom due to the COVID-19 pandemic. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing amanda.campbell@dentons.com.

THE PROPOSED METHOD OF HEARING: The motion is to be heard orally by judicial videoconference via Zoom.

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto as **TAB 3** to the Motion Record, for the following relief:

- (a) Abridging the time for service of the Notice of Motion, Motion Record, Factum of the Receiver and corresponding Brief of Authorities, and the Receiver's Third Report to this Honourable Court dated January 5, 2021 (the "**Third Report**"), and validating service thereof;
- (b) Finding that Yang Jiang ("**Jiang**") is in contempt of the Order of the Honourable Justice Gilmore, dated November 10, 2020 (the "**Document Production Order**");
- (c) Directing Jiang to pay the Receiver's costs of this motion on a full indemnity basis;
- (d) If a finding of contempt is made, scheduling a hearing to determine the appropriate penalty;
- (e) Approving and authorizing an extension to the Deadline, as defined and contemplated in the sale process (the "**Sale Process**") approved by Order of this Honourable Court on October 29, 2020 (the "**Sale Process Order**"), from January 11, 2021 to February 26, 2021;
- (f) Ordering that, subject to any Order of this Honourable Court, the dates and deadlines contemplated in the Sale Process may be further extended by the Receiver for a total period no greater than four (4) weeks, in its sole discretion acting reasonably, all with a view of maximizing the value of the assets and business of the Debtor;
- (g) Approving the Third Report and the activities and conduct of the Receiver reported therein;
- (h) Approving the fees and disbursements of the Receiver and its legal counsel, Dentons Canada LLP ("**Dentons**");
- (i) approving the Receiver's interim statement of receipts and disbursements dated December 29, 2020 (the "**R&D**"); and
- (j) Such other relief as the Receiver may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

2. The Debtor is a federally incorporated entity that manufactures, imports and distributes hardwood flooring. Jiang is the sole officer and director of the Debtor;
3. Pursuant to the Receivership Order, MNP was appointed as Receiver of the Property;
4. The Property primarily consists of a commercial industrial building and lands located at 60 Industrial Park Road, Chesley, Ontario (collectively, the “**Chesley Property**”), with a majority portion of the Chesley Property being leased to Bruce Power L.P. (“**Bruce Power**”);

Jiang Contempt

5. The Receivership Order orders the Debtor and Jiang, among others, to 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 in that Person's (as defined in the Receivership Order) possession or control, and 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;
6. Between October 5, 2020 and November 5, 2020, the Receiver repeatedly requested the debtor's books and records (the “**Books and Records**”) from Jiang, without success;
7. At that time, the Receiver had also been made aware of the Debtor / Jiang operating separate locations, and requested from Jiang:
 - (a) On November 5, 2020, details of all business and operations of the Debtor conducted outside of the Chesley Property; and

- (b) On November 6, 2020, an accounting of all business and operations that were conducted by Total Hardwood, as well as an explanation as to the relationship between the Debtor, Fortune Gate Timber Products Inc. and Elite International Forest Ltd.;
8. Accordingly, the Receiver filed a motion to compel Jiang to deliver the Books and Records to the Receiver. On November 10, 2020, the Court granted the Document Production Order which, among other things, ordered Jiang to deliver to the Books and Records to Receiver on or before November 13, 2020. Jiang was also ordered and directed to attend for an examination under oath by the Receiver on 3 business days notice regarding the operations of the Debtor and Total Hardwood as well as the Debtor's relationship to and interests in the Flooring Entities;
9. Jiang was present at the November 10, 2020 motion;
10. The Receiver has not received the Books and Records from Jiang despite the Document Production Order and the repeated requests from the Receiver;
11. From the outset of this proceeding, Jiang has wilfully and deliberately defied Orders of this Honourable Court requiring the delivery of the Books and Records, including a complete accounting of all activities conducted by Total Hardwood;
12. Given the deliberate non-compliance with the Document Production Order, the Receiver requests that this Honourable Court find that Jiang is in contempt of the Document Production Order;

Sale Process Extension

13. This Honourable Court was provided with the First Report of the Receiver on October 21, 2020 (the "**First Report**"), which:
- (a) updated this Honourable Court with respect to the Receiver's activities since the date of its appointment, and sought approval for those activities;

- (b) summarized a solicitation and marketing process to be conducted by the Receiver for the Chesley Property; and
 - (c) provided this Honourable Court with the Receiver's recommendation for an Order, *inter alia*:
 - (i) approving the First Report and the Receiver's activities; and
 - (ii) authorizing and directing the Receiver to carry out the Sale Process;
14. On October 29, 2020, this Honourable Court issued the Sale Process Order which approved the Sale Process, and authorized and directed the Receiver to commence the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the Chesley Property;
15. The Receiver is in the process of implementing the Sale Process;
16. Bruce Power has offered to expand the terms of the existing lease to the entirety of the Chesley Property. Based on the Receiver's review of the economics associated with the Bruce Power lease offer, the Receiver is currently in the process of negotiating a new lease arrangement with Bruce Power for the entire Chesley Property. The Receiver is hopeful to conclude this new lease arrangement in the immediate term. Given the potential lease expansion, there is a material change in the metrics associated with the Chesley Property and as a result, in addition to the restrictions imposed by the current Ontario government COVID-19 lockdown, the Receiver is proposing to extend the Deadline (as defined in the Sale Process) from January 11, 2021 to February 26, 2021. The Receiver believes that this timeframe is reasonable to finalize the lease arrangement with Bruce Power, and to continue to effectively market the Chesley Property in accordance with the Sale Process Order;

Fees and Disbursements

17. The Receiver has provided services and incurred disbursements during the period of August 6, 2020 to December 21, 2020, which are described in the Third Report and in the Affidavit of Jerry Henechowicz sworn January 5, 2021. The Third Report provides a fair

and accurate description of the services provided and the amounts charged by MNP as Receiver.

18. Additionally, the Receiver has incurred legal fees of its legal counsel, Dentons, in respect of these proceedings, as more particularly set out in the Affidavit of Robert Kennedy sworn January 5, 2021.
19. The Receiver requests that this Honourable Court approve its interim accounts for the period of August 6, 2020 to December 21, 2020 in the amount of \$145,950.00, together with HST of \$18,973.50 for a total of \$164,923.50, and approve the interim accounts of its legal counsel for the period of August 31, 2020 to November 30, 2020 in the amount of \$146,314.27, inclusive of HST (collectively, the “**Professional Fees**”).
20. The Receiver submits that the Professional Fees, are reasonable in the circumstances and have been or will be validly incurred in accordance with the provisions of the Receivership Order.

Other Grounds

21. Rules 2.03, 3.02, 37, 60.05 and 60.11 of the *Rules of Civil Procedure* (Ontario); and
22. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

23. The Third Report to this Honourable Court, dated January 5, 2021;
24. Such further and other material as counsel may advise and this Honourable Court may permit.

January 5, 2021

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

TO: SERVICE LIST

Schedule "A"
Conference Details to join Motion via Zoom

Join Zoom Meeting

<https://dentons.zoom.us/j/91487916354?pwd=cEd2MIR5VUVVOD1I0N2MrMmpxWENQdz09>

Meeting ID: 914 8791 6354

Passcode: 633109

Dial in information

Toll Free: 1 (855) 703-8985

Local: 1 (647) 558-0588

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(returnable January 11, 2021)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

TAB 2

Court File No. CV-20-00646729-00CL

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

BETWEEN:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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

**THIRD REPORT OF MNP LTD. AS RECEIVER AND MANAGER OF THE ASSETS,
UNDERTAKINGS AND PROPERTIES OF TURUSS (CANADA) INDUSTRY CO., LTD.**

JANUARY 5, 2021

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APPENDICES

Appendix “A” – Appointment Order, Dated September 18, 2020
Appendix “B” – Receiver’s First Report, Dated October 21, 2020
Appendix “C” – Sales Process Order, Dated October 29, 2020
Appendix “D” – Receiver’s Second Report, Dated November 9, 2020
Appendix “E” – Document Production Order, Dated November 10, 2020
Appendix “F” – Correspondence dated November 17, 2020 and December 2, 2020
Appendix “G” – Newspaper Advertisements, Dated November 10, 2020 and December 1, 2020 and December 3, 2020
Appendix “H” – Fee Affidavit of the Receiver, sworn January 5, 2021
Appendix “I” – Fee Affidavit of the Receiver’s Counsel, sworn January 5, 2021
Appendix “J” – Receiver’s Interim Statement of Receipts and Disbursements

INTRODUCTION AND PURPOSE

1. On September 18, 2020, MNP Ltd. (“**MNP**”) was appointed as the receiver and manager (the “**Receiver**”) without security, of the assets, undertakings and properties (the “**Property**”) of Turuss (Canada) Industry Co., Ltd. (“**Turuss**” or the “**Company**”) by order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. The circumstances leading to the appointment of the Receiver are set out in the affidavit of Steve Dizep dated sworn September 4, 2020 (the “**Dizep Affidavit**”), and included in the Application Record dated September 4, 2020.
3. The Company is a federally incorporated entity that manufactures, imports and distributes hardwood flooring. Jiang (as defined herein) is the sole officer and director of the Company. The Property primarily consists of a 340,000 sq. ft. commercial property located at 60 Industrial Park Road, Chesley, Ontario (the “**Chesley Property**”), with a majority portion of the Chesley Property being leased to Bruce Power (as defined herein).
4. On October 21, 2020, the Receiver filed its first report to Court (the “**First Report**”) in support of its motion seeking, *inter alia*, an order authorizing the Receiver to complete a specified sales process (the “**Sale Process**”) for the Chesley Property. A copy of the First Report (without appendices) is attached as **Appendix “B”**.
5. On October 29, 2020, the Court issued an order authorizing the Receiver to implement the sale process for the Chesley Property as set out in the First Report (the “**Sale Process Order**”). A copy of the Sale Process Order is attached as **Appendix “C”**.
6. On November 9, 2020, Receiver’s filed its second report to the Court (the “**Second Report**”) to provide the Court with information regarding:
 - (a) the Receiver’s attempts to obtain the Company’s books and records (the “**Books and Records**”) and the Receiver’s communications with the Company’s sole officer and director, Ms. Yang Jiang (“**Jiang**”), generally;

- (b) the Receiver's findings regarding Fortune Gate Timber Products Inc. ("**Fortune Gate**"), hardwood flooring stores operating as Total Hardwood Flooring ("**Total Hardwood**"), Elite International Forest Ltd. ("**Elite**") and Vidar Design Flooring ("**Vidar**"), all of which appear to be related to the Company and/or Jiang and appear to be carrying on aspects of the Company's business (collectively, the "**Flooring Entities**"); and
- (c) seeking an Order, *inter alia*:
 - (i) directing Jiang to deliver to the Receiver on or before November 13, 2020, all physical and electronic Books and Records of Turuss and those of the Flooring Entities (including a complete accounting of all activities conducted by Total Hardwood up to and including the date of the Appointment Order);
 - (ii) requiring Jiang to attend for an examination under oath by the Receiver on three business days notice regarding the operations of the Company and Total Hardwood as well as the Company's relationship to and interests in the Flooring Entities, both before and following the Appointment Order; and
 - (iii) such other matters considered relevant to the Receiver's administration of this proceeding.

A copy of the Second Report is attached hereto as **Appendix "D"**.

7. On November 10, 2020, the Court issued the order sought by the Receiver (the "**Document Production Order**") directing Jiang to, among other things:
 - (a) deliver to the Receiver on or before November 13, 2020, all physical and electronic books and records of the Company as well as those related to the Flooring Entities, including a complete accounting of all activities conducted by Total Hardwood; and

- (b) attend for an examination under oath by the Receiver on three business days notice regarding the operations of the Company and Total Hardwood as well as the Company's relationship to and interests in the Flooring Entities.

A copy of the Document Production Order is attached hereto as **Appendix "E"**.

PURPOSES OF THIS REPORT

- 8. The purpose of this the Receiver's third report (the "**Third Report**") is to provide the Court with information regarding:
 - (a) the Receiver's activities since the time of the filing of the Second Report;
 - (b) the Receiver's attempts to obtain the Books and Records and Jiang's responses to the Receiver's requests as well as her non-compliance with the Document Production Order, generally;
 - (c) an update on the status of the Sale Process and Bruce Power's (as defined herein) offer to expand the terms of the existing lease;
 - (d) the Receiver's recommendation for an Order, *inter alia*:
 - (i) finding that Jiang is in contempt of the Document Production Order;
 - (ii) directing Jiang to pay the Receiver's costs of the within motion on a full indemnity basis or, in the alternative, a substantial indemnity basis;
 - (iii) authorizing the Receiver to extend the offer deadline of January 11, 2021, as contemplated and set forth in the sale process approved by the Sale Process Order (the "**Sale Process**"), to February 26, 2021 (the "**Amended Deadline**");
 - (iv) approving this Third Report and the Receiver's activities as described herein;

- (v) approving the Receiver's fees and disbursements, including the fees and disbursements of the Receiver's independent counsel, Dentons Canada LLP ("**Dentons**");
- (vi) approving the Receiver's interim statement of receipts and disbursements dated December 29, 2020 (the "**R&D**"); and
- (vii) such other matters considered relevant to the Receiver's administration of this proceeding.

TERMS OF REFERENCE

9. In preparing this Third Report, the Receiver has relied on unaudited financial and other information regarding the Company and its assets, including the information provided as follows (collectively the "**Information**"):
- (a) provided by Pillar Capital Corp. ("**Pillar**") and its legal counsel, Gowling WLG (Canada) LLP;
 - (b) obtained by attending at the Chesley Property;
 - (c) provided by a former employee of Turuss, who has been retained by the Receiver on a contract basis;
 - (d) as set out in the Dizep Affidavit, filed in connection with the application for the Appointment Order;
 - (e) as provided by The Manufacturers Life Insurance Company;
 - (f) obtained by attending at the locations of the Flooring Entities and provided by the personnel at those locations;
 - (g) obtained in discussions with Bruce Power LP ("**Bruce Power**"), the Company's sole tenant at the Chesley Property pursuant to a lease dated November 30, 2018, as amended (the "**Bruce Power Lease**");

- (h) discussions and other communications with various parties that were prospective purchasers of the Chesley Property, prior to the Appointment Order;
 - (i) provided by Colliers (as defined herein) in respect of its review and appraisal of the Chesley Property; and
 - (j) as otherwise available to the Receiver and its counsel.
10. Except as described in this Third 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 the Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
11. All currency references are in Canadian Dollars unless otherwise specified.

REQUESTS TO OBTAIN ACCESS TO THE BOOKS AND RECORDS

12. Between October 5, 2020 and November 5, 2020, the Receiver repeatedly requested the Books and Records from Jiang. Below is a summary of those communications:
- (a) On October 5, 2020, the Receiver, via its counsel Dentons, delivered correspondence to Jiang (the “**Letter**”). As part of this Letter, the Receiver stated to Jiang that the Receiver has not been able to locate the Books and Records and demanded that Jiang to immediately deliver the Books and Records to the Receiver. In addition to the foregoing, the Receiver requested all information relating to all the subsidiaries of the Company (including Total Hardwood) (collectively, the “**Turuss Enterprise**”), and any information relating to any other operating locations for the Turuss Enterprise;
 - (b) On October 30, 2020, the Receiver sent a follow-up email to Jiang asking for Jiang to deliver the Books and Records to the Receiver as soon as possible, in addition to again requesting all information relating to the Turuss Enterprise, and any information relating to any other operating locations for the Turuss Enterprise;

- (c) On November 5, 2020, the Receiver sent a second follow-up email to Jiang, asking for Jiang to immediately provide the Receiver with the Books and Records including, but not limited to the following:
- (i) Bank statements;
 - (ii) Financial statements (internally and externally prepared);
 - (iii) Copies of annual income tax returns;
 - (iv) Copies of provincial sales tax returns;
 - (v) Copies of any trust examination and assessment notices by the Canada Revenue Agency (the “CRA”);
 - (vi) Payroll records;
 - (vii) Employee information, such as T-4 documentation and records of employment; and
 - (viii) Access to, or a backup of, any digital accounting software used by the Company (collectively, the “Urgent Records”).
13. The Receiver had also become aware of the Company / Jiang operating from separate locations, and requested from Jiang:
- (a) On November 5, 2020, details of all business and operations of the Company conducted outside the Chesley Property; and
 - (b) On November 6, 2020, an accounting of all business and operations that were conducted by Total Hardwood, as well as an explanation as to the relationship between the Company, Fortune Gate Timber Products Inc. and Elite International Forest Ltd.
14. Further details regarding the communications between the Receiver and Jiang are set out in the Second Report, attached as **Appendix “D”**.

15. Prior to the motion for the Document Production Order, on November 9, 2020, Jiang provided limited books and records of Turuss. The information provided generally consisted of bank statements from a limited time period, financial statements internally-prepared and in draft form, copies of T2s and T4s, CRA records, an attempted approach to explain at a very high level the business activity of the Company and the Flooring Entities, and a note that Jiang was in the process of updating the Turuss digital accounting records, maintained through Quickbooks (the “**Quickbooks Files**”), which required an additional two days.
16. On November 10, 2020, the Document Production Order was issued by the Court. Jiang was present at the motion for the Document Production Order.
17. Immediately after the issuance of the Document Production Order, the Receiver sent an email to Jiang to coordinate a virtual meeting for the purpose of discussing the delivery of the Books and Records as well as the relationship of Turuss with the various Flooring Entities.
18. The Receiver and Jiang met virtually on November 10, 2020 (the “**November 10th Meeting**”) and discussed the following:
 - (a) The identification of bank accounts held by Turuss and the Flooring Entities;
 - (b) Employee matters, specifically with respect to the number of employees and payroll details;
 - (c) In progress orders relating to Total Hardwood (Pickering location only, as the Barrie location is owned and operated by a separate entity);
 - (d) The relationship as between Turuss and the Flooring Entities; and
 - (e) The timing as to when Jiang would provide the Receiver with the Books and Records as required by the Document Production Order including, but not limited to, the Urgent Records.

19. During the November 10th Meeting, Jiang advised the Receiver that she was still in the process of bringing the Quickbooks Files up to date and that the digital records would be provided within another two days.
20. While Jiang attended a virtual meeting with the Receiver after the Document Production Order and subsequently provided the Receiver with invoices, receipts, and sales orders pertaining to Total Hardwood and suppliers, along with a summary of this documentation, Jiang did not produce all Books and Records of the Company and the Flooring Entities, or a complete accounting of all activities conducted by Total Hardwood, by November 13, 2020 (the Court imposed deadline). The complete Books and Records have still not been obtained despite further requests by the Receiver and the Receiver's counsel, Dentons, on November 13, November 17, and December 2, 2020. One response was received from Jiang, but no further information or documentation pertaining to the Company or the Flooring Entities was provided. A copy of the November 17, 2020 and December 2, 2020 correspondence is attached hereto as **Appendix "F"**.

RECOMMENDATION REGARDING PRODUCTION OF BOOKS AND RECORDS

21. In addition to many of the physical and electronic Books and Records listed in the Document Production Order, the Receiver has not received access to the Quickbooks Files.
22. From the outset of this proceeding, Jiang has wilfully and deliberately not complied with Orders of this Court.
23. Given the lack of compliance with Orders of this Court, specifically the Document Production Order, and the history of Jiang's unwillingness to satisfy the Receiver's requests for Books and Records, the Receiver asks that this Honourable Court find Jiang in contempt of the Document Production Order.
24. The Receiver cannot discharge its duties as Receiver without the Books and Records and in particular the Urgent Records and Quickbook Files. The failure on the part of Jiang to deliver the Books and Records necessitates the Receiver expending additional time and resources seeking out the information from third parties, thereby increasing the costs of the receivership for all of the Company's stakeholders.

25. The Books and Records are urgently required, especially since:
- (a) it appears that Jiang was attempting to continue to operate aspects of Turuss' business at different locations throughout Ontario;
 - (b) the Receiver understands the CRA may have potential deemed trust claims for unremitted employee source deductions and HST. Without access to the Books and Records, the Receiver and CRA may not be able to accurately assess these potential priority liabilities; and
 - (c) there are various charges due from Bruce Power that relate to lease periods prior to the Appointment Order. The Books and Records are required to accurately reconcile these charges and expenses due pursuant to the Bruce Power Lease.
26. Further, the Books and Records are required to support the Sale Process currently being implemented by the Receiver. Many of the documents and information requested by the Receiver may need to be available to all qualified purchasers for the purposes of conducting due diligence in respect of Turuss and the Chesley Property.
27. Given that Jiang is the sole officer and director of the Company, the Books and Records are, or should be, within her possession and control. The Receiver is of the view that the relief sought is both appropriate and necessary in light of the difficulty it has faced to date in obtaining even the most basic financial information and records in respect of the Company's business and affairs.

EXTENSION OF SALE PROCESS BID DEADLINE

28. In accordance with the Sale Process Order, the Receiver implemented the Sale Process, and in particular, has taken the following steps:
- (a) distribution via email of a brief interest solicitation letter to prospective purchasers.
The distribution list included:
 - (i) prospective purchasers identified by Colliers;

- (ii) prospective purchasers that had previously expressed interest in the Chesley Property;
 - (iii) real estate developers and investors;
 - (iv) representatives from various established real estate brokerages;
 - (v) all MNP LLP partners and senior managers across Ontario and Quebec; and to other parties known to the Receiver that, in the Receiver's opinion, might have an interest in the opportunity.
- (b) advertised the sale opportunity in the *Globe and Mail Newspaper* (National Edition – Real Estate – Commercial Investments section) on November 10th and December 1st and December 3rd of 2020¹. Copies of the advertisements are attached hereto as **Appendix “G”**;
- (c) prepared a Confidential Information Memorandum (“**CIM**”), containing terms of sale, a template form of offer, and a standard form of Agreement of Purchase Sale prepared by the Receiver's counsel, along with instructions for submitting same;
- (d) preparation of a confidentiality and non-disclosure agreement (“**NDA**”) and creation of a secure online data room, populated and updated with information and documentation relating to or in respect of the Chesley Property, accessible by any interested person who signed the NDA; and
- (e) facilitated due diligence efforts by prospective purchasers, including numerous in-person meetings and telephone conversations with prospective purchasers and the conducting tours of the Chesley Property.

29. In early October 2020, Bruce Power advised the Receiver that they wished to lease an additional 31,000 sq. ft. of available office space (the “**Office Space**”) at the Chesley Property. During the negotiation of the fifth lease amendment to the Bruce Power Lease (the “**Fifth Lease Amendment**”), Bruce Power advised that, in addition to the Office

¹ The Sale Process Order only required the Receiver to place an advertisement in the *Globe and Mail* on two occasions, however, the *Globe and Mail* provided a third advertisement at no additional charge to the Receiver, which was placed on December 3rd, 2020.

- Space, that they intended to offer to negotiate a new lease for the entire 340,000 sq. ft. of leasable space at the Chesley Property.
30. On December 4, 2020, the Receiver negotiated a sixth lease amendment with Bruce Power that included providing Bruce Power with an additional 15,700 square feet of leased space as well as an option to December 21, 2020 to lease the entire 340,000 sq. ft.
 31. The Receiver consulted with Colliers International Realty Advisors Inc. (“**Colliers**”) regarding the impact on the market value of Chesley Property if it was fully leased to Bruce Power. Colliers advised that in concluding a lease for the entire space, in its opinion and subject to the customary assumptions and qualifications, the market value of the Chesley Property would increase.
 32. Based on the above and given the foregoing, the Receiver is now in the process of negotiating a new lease for the entirety of the Chesley Property. The Receiver is hopeful complete a new agreement with Bruce Power in the immediate future.
 33. With respect to the Sale Process, the Receiver notified the qualified bidders that have access to the data room that the Receiver was in the process of negotiating an expansion of the lease with Bruce Power Lease and that an extension to the bid deadline may occur prior to the current deadline of January 11, 2021.
 34. Effective December 26, 2020, the Government of Ontario issued an updated COVID-19 lockdown order (the “**December Lockdown Order**”) that prevents prospective purchasers from completing due diligence by way of site tours / visits at the Chesley Property until such lockdown orders are lifted.
 35. The combined impact of a revised lease described above that will result in a market value increase for the Chesley Property and the December Lockdown Order requires that the existing bid deadline be extended to the Amended Deadline. Doing so would allow existing prospective purchasers, and potentially new prospective purchasers, to evaluate the Chesley Property that more accurately reflects its operating metrics and allow for complete on-site due diligence.

PROFESSIONAL FEES AND DISBURSEMENTS

Receiver's Fees and Disbursements

36. The Receiver has issued two invoices covering its fees and disbursements for the period from August 6, 2020 to December 21, 2020 totalling \$145,950.00, exclusive of HST. Attached as **Appendix "H"** is the affidavit of Jerry Henechowicz sworn January 5, 2021 describing the aforementioned fees and disbursements of the Receiver.

Legal Fees and Disbursements

37. Dentons has issued three invoices ("**Dentons Accounts**") covering its fees and disbursements for the period of August 31, 2020 to November 30, 2020 totalling \$129,555.28, exclusive of HST. Attached as **Appendix "I"** is the affidavit of Robert Kennedy sworn January 5, 2021 describing the aforementioned fees and disbursements of Dentons and attaching the Dentons Accounts.
38. It is the Receiver's opinion that the fees and disbursements of Dentons, and the activities described in the dockets in support of the Dentons accounts, as set out in the affidavit of Robert Kennedy are fair and reasonable and justified in the circumstances, and accurately reflect the work done on behalf of the Receiver by Dentons.

RECEIPTS AND DISBURSEMENTS

39. The R&D reports net interim receipts over disbursements, as at December 29, 2020, of \$67,781.70. Attached is a copy of the R&D as **Appendix "J"**.
40. The Receiver respectfully requests that this Honourable Court approve the R&D.

CONCLUSION AND RECOMMENDATION

41. Based on the foregoing and as outlined in this Third Report, the Receiver respectfully requests that this Court issue an Order as per paragraph 8(d), above.

All of which is respectfully submitted this 5th day of January 2021.

**MNP Ltd, in its capacity as the
Court-appointed Receiver and Manager of
Turuss (Canada) Industry Co., Ltd.
and not in its personal or corporate capacity**

Per:



Jerry Henechowicz CPA, CA, CIRP, LIT
Senior Vice President

Appendix “A”

to the Third Report of the Receiver

Court File No. CV-20-00646729-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST



THE HONOURABLE

MR. JUSTICE HAINES

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FRIDAY, THE 18TH

DAY OF SEPTEMBER, 2020

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. ("MNP") as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic,

ON READING the affidavit of Steve Dizop sworn September 4, 2020 and the Exhibits thereto, the pre-filing report of the proposed Receiver dated September 15, 2020, and the exhibits thereto (collectively, the "Pre-Filing Report"), and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver, those other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Angelica Wilamowicz sworn September 10, 2020, and on reading the consent of MNP to act as the Receiver.

APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP 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 and all proceeds thereof (collectively, the "Property"), including but not limited to the lands and premises listed in Schedule "A" hereto (the "Real Property").

RECEIVER'S POWERS

2. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, real estate brokers, 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;

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- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to 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 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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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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.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property including as against the Real Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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.

DISTRIBUTION OF RENTAL REVENUE

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to distribute to the Applicant leasing revenue generated from the Real Property, either in whole or in part, up to the amount of the total indebtedness owing to the Applicant, subject to the Applicant entering into the Reimbursement Agreement (as defined in the Pre-Filing Report), substantially in the form attached to the Pre-Filing Report.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and

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shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory

provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such

employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA, or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. 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.

19. 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.

20. 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

21. 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 \$750,000 (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.

22. 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.

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

24. 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

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://mnpdebt.ca/en/corporate/corporate-engagements/Turuss>.

26. 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

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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

27. THIS COURT ORDERS that the Receiver is hereby authorized and empowered, but not obligated, to cause the Debtor to make an assignment in bankruptcy and nothing in this Order shall prevent the Receiver from acting as trustee in the Debtor's bankruptcy.

28. 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.

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

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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

SEP 21 2020

TOR_LAWA 104425356

PER / PAR:




SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

The lands and premises municipally known as 60 Queen Street North / 60 Industrial Park Road, Chesley, Ontario and legally described as:

- PIN 33183-0177 (LT): PT PARKLT T, U PL 217 PT 6 ,7 3R7734; MUNICIPALITY OF ARRAN-ELDERSLIE
- PIN 33183-0178 (LT): LT 13-34, 36-47, 50-61, 65-76, 80-91, 96-101 PL 310; MCGAW ST, HIGH ST PL 310 S/T & T/W R376714; PT PARKLT T, U PL 217 & PT RIVER ST PL 310 CLOSED BY CH7716, PT 1 & 5 3R7740, PT 1, 2, 4 3R7734; PT FAIRVIEW AV, RIVER ST PL 310 PT 1, 2, 4 3R4763, PT 11 3R7734 CLOSED BY R374503, PT 1, 2, 3 3R6870 CLOSED BY R339205, PT 6, 7 3R4763 CLOSED BY CH7716; PT LANE PL 310 CLOSED BY CH7716, BTN LT 13 TO 22 PL 310; LANE LYING NORTHERLY OF LT 23 TO 32, PL 310; PT LANE PL 310 LYING EASTERLY AND ABUTTING LT 32 TO 34, PL 310 CLOSED BY R374503 PT 7, 8, 9 3R7740; LANE PL 310 BTN HIGH ST AND MCGRAW ST EXTENDING FROM QUEEN ST TO FAIRVIEW AV; LANE PL 310 BTN RIVER ST AND HIGH ST EXTENDING FROM QUEEN ST TO FAIRVIEW AV; LANE PL 310 BTN LT 40 TO 43, 54 TO 57, 69 TO 72, 84 TO 87, 100 & 101 PL 310, CLOSED BY R374503; LANE PL 310 BTN LT 100 & 101; PT LORNE ST PL 310 PT 3 3R7740, S/T R377152, PT 9, 10 3R7734, S/T R375072, CLOSED BY R374503; S/T R278375, R324241, R356491, R356492, R380920, R380921; MUNICIPALITY OF ARRAN-ELDERSLIE

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties Turuss (Canada) Industry Co., Ltd. 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 18th day of September, 2020 (the "Order") made in an action having Court file number CV-20-00646729-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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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__.

MNP LTD., solely in its capacity
as Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

PILLAR CAPITAL CORP.

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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

Respondent

<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDING COMMENCED AT TORONTO</p>	<p>RECEIVERSHIP ORDER</p>
<p>GOWLING WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 Tel: 416-862-7525 Fax: 416-862-7661</p> <p>Thomas Gertner (LSO# 67756S) Tel: 416-369-4618 thomas.gertner@gowlingwlg.com</p> <p>Solicitors for the Applicant</p>	

Appendix “B”

to the Third Report of the Receiver

Court File No. CV-20-00646729-00CL

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

BETWEEN:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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 OF MNP LTD. AS RECEIVER AND MANAGER OF THE ASSETS,
UNDERTAKINGS AND PROPERTIES OF TURUSS (CANADA) INDUSTRY CO., LTD.**

OCTOBER 21, 2020

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APPENDICES

Appendix “A” – Appointment Order, Dated September 18, 2020

Appendix “B” – Pre-Filing Report of the Proposed Receiver

Appendix “C” – Sale Process and Bidding Procedures

INTRODUCTION AND PURPOSE

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 18, 2020 (the “**Appointment Order**”), MNP Ltd. (“**MNP**”) was appointed as the receiver and manager (the “**Receiver**”) without security, of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd (“**Turuss**” or the “**Company**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. The circumstances leading to the appointment of the Receiver are set out in the affidavit of Steve Dizep dated sworn September 4, 2020 (the “**Dizep Affidavit**”) and included in the Application Record dated September 4, 2020.
3. The Company’s primary asset is a 340,000 square foot industrial building located on 34 acres of land located at 60 Industrial Park Road, Chesley, Ontario (the “**Property**”). A substantial portion of the Property is now leased to Bruce Power LP (“**Bruce Power**”).
4. The purpose of this First Report to the Court (the “**First Report**”) is to:
 - (a) update the Court with respect to the Receiver’s activities since the date of its appointment, and seek approval for those activities;
 - (b) summarize the contemplated solicitation and marketing process to be conducted by the Receiver for the Property (the “**Sale Process**”); and
 - (c) provide the Court with the Receiver’s recommendation for an Order, *inter alia*,:
 - (i) approving the First Report and the Receiver’s activities;
 - (ii) authorizing and directing the Receiver to carry out the Sale Process; and
 - (iii) such other relief as this Court may seem just.

TERMS OF REFERENCE

5. In preparing this Report, the Receiver has relied on unaudited financial and other information regarding the Company and its assets, including the information provided as follows (collectively the “**Information**”):
- (a) provided by Pillar Capital Corp. (“**Pillar**”) and its legal counsel, Gowling WLG (Canada) LLP;
 - (b) obtained by attending at the Property;
 - (c) provided by the only known employee of Turuss, who has been retained by the Receiver on a contract basis;
 - (d) provided by the Property Manager (as defined below) who reports to the Receiver, including financial information supplied by the Property Manager;
 - (e) provided by CBRE Limited (“**CBRE**”) and Colliers International (“**Colliers**”), that provided marketing and listing proposals for the Property;
 - (f) as set out in the Dizep Affidavit, filed in connection with the application for the Appointment Order; and
 - (g) as otherwise available to the Receiver and its counsel.
6. Except as describe in this First 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 the Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
7. All currency references are in Canadian Dollars unless otherwise specified.

BACKGROUND

8. As at the date of the Appointment Order, Turuss was indebted to Pillar in the amount of approximately \$2,032,000, plus any accrued interest, fees and costs. As referenced in the Pre-Filing Report (as defined herein), Pillar is the senior secured creditor of Turuss.
9. Turuss initially operated a hardwood flooring manufacturing, import and distribution business from the Property (the “**Flooring Business**”). Upon ceasing the Flooring Business, approximately 162,000 square feet of the Property was leased to Bruce Power. Bruce Power continues to occupy the Property in accordance with the governing lease agreement (as amended) dated November 30, 2018, entered into between Turuss and Bruce Power (the “**Bruce Power Lease**”).
10. Certain equipment and inventory related to the Flooring Business, which included wood handling, flooring manufacturing and lifting equipment (the “**Remaining Assets**”) are located in the unleased portion of the Property.
11. Additional information about the Company is contained in the Receiver’s pre-filing report to the Court as the proposed Receiver, dated September 15, 2020 (the “**Pre-Filing Report**”). A copy of the Pre-Filing Report is attached as **Appendix “B”**, without appendices.

ACTIVITIES OF THE RECEIVER

12. Since the date of its appointment, the Receiver has, *inter alia*:
 - (a) secured and taken possession of the Property, and transferred accounts for utilities and all other applicable service accounts into the Receiver’s name;
 - (b) arranged for insurance coverage in respect of the Property;
 - (c) issued the notices required pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act* to the known creditors of Turuss and forwarded to the Office of the Superintendent of Bankruptcy;

- (d) established a website for these Receivership proceedings, www.mnpdebt.ca/turuss;
- (e) delivered correspondence to the sole officer/director of Turuss for the delivery of the Turuss books and records;
- (f) filed with Service Canada an application under the *Wage Earner Protection Program Act* (“**WEPPA**”) for the benefit of the former employee;
- (g) calculated the WEPPA claims of the former employee of Turuss and communicated with them. As noted above, the Receiver entered into a short-term contract with the former employee of Turuss, as a daily on-site supervisor and maintenance manager;
- (h) contacted Canada Revenue Agency (“**CRA**”) to obtain information regarding any statutory obligations and other amounts due to CRA that might have priority to the Applicant;
- (i) issued two Receiver’s Certificates to Pillar in the total amount of \$475,000 in order to fund the Receiver’s initial expenses associated with the maintenance of the Property, and to pay all outstanding realty taxes in the amount of approximately \$375,000;
- (j) entered into a property management agreement with Richmond Advisory Services Inc. (“**Richmond**” or the “**Property Manager**”) as property manager to assist with the management of the Property including the receipt of the rental income from Bruce Power and the payment of the expenses associated with the maintenance of the Property;
- (k) met with Bruce Power, as the sole tenant of the Property, and subsequently negotiated into a lease amendment to the Bruce Power Lease addressing, among other things, an expansion of the leased space by Bruce Power;
- (l) consulted with commercial realtors in relation to the sale of the Property;
- (m) obtained two liquidation proposals for the Remaining Assets; and

- (n) entered negotiations for the terms of a Liquidation Agreement for the Remaining Assets to be conducted by Leveredge Asset Solutions Inc., the proceeds of which are not expected to exceed the limitation on the sale of assets by the Appointment Order in the amount of \$250,000 for any single transaction or \$500,000 for the aggregate of all transactions.

SALE PROCESS

- 13. The Appointment Order, among other things, authorizes the Receiver to market and sell the Property.
- 14. With respect to a marketing and solicitation strategy for the Property, the Receiver consulted with two commercial real estate firms with respect to a marketing and listing proposal. The Receiver also considered implementing a marketing and solicitation process with the support of MNP LLP's internal corporate finance group that has the necessary commercial real estate experience to actively market and solicit interest in the Property.
- 15. After considering the approaches above, the Receiver has determined that the most reasonable and commercially efficient approach to market and solicit interest in the Property would be to have the Receiver implement the Sale Process. As part of this assessment, the Receiver considered the preliminary fee estimates provided by the commercial real estate firms and the potential cost savings available to the receivership estate if the Receiver conducted the process.
- 16. The Receiver has developed the proposed Sale Process to solicit bids by a set bid deadline. The Receiver is of the view that the proposed Sale Process balances the need to have a sale accomplished in a reasonable timeframe to limit the carrying costs associated with the Property with the desire to properly expose the Property to the marketplace to maximize recoveries for the stakeholders.
- 17. The Receiver seeks Court approval for the Sale Process. A copy of the Sale Process, including a bidding procedure, is attached to this Report as **Appendix "C"**.

18. In summary, the Sale Process would commence upon the issuance by this Court of an order approving the Sale Process (the “**Commencement Date**”) and be conducted on the following timeline (capitalized terms are as defined in the Sale Process):

Event		Timeline
1	Receiver to prepare the list of Interested Parties, the Teaser, the NDA, the Data Room, CIM, APS, and draft advertisements	10 days, commencing on October 29 th , 2020
2	Publish notice of the Sale Process in a nationally circulated newspaper	During the week of November 9, 2020 and again during the week of November 30, 2020
3	Publish notice of the Sale Process on the Receiver’s website and through the Insolvency Insider e-mail publication	Commencing on November 9, 2020
4	Distribute Teaser and the NDA to those identified as Interested Parties	Commencing on November 9, 2020
5	Commence distribution of CIM and providing data room access to Prospective Offerors, after receiving executed copy of NDA (subject to the Receiver’s discretion)	Commencing on November 9, 2020
6	Plan and provide tours of the Property	From November 16, 2020 to January 8, 2020
7	Discussion with Prospective Offerors to provide updates and to address any reasonable diligence queries	From November 23, 2020 to January 8, 2020
8	Deadline for submission of Offers	January 11, 2021 at 5:00 PM (Toronto Time)
9	Acceptance of Successful Offer(s)	Up to 10 days after the submission deadline

10	Court motion to approve Successful Offer(s)	As soon as possible after acceptance
11	Complete transaction(s)	Within 5 days after Court Approval, expected to be no later than February 12, 2021

19. Although the Sale Process establishes a bid deadline, the Receiver also seeks the flexibility to be able to accept any bid received any time, terminate the proposed Sale Process at any time and immediately enter into discussions with a bidder with a view of finalizing the transaction contemplated by such bid.
20. The Sale Process also provides for the comparison of multiple offers inherently maximizing sale value. The Receiver's proposed Sale Process will also set to limit the due diligence period required by prospective purchasers during which time the property would be essentially "off the market", if being sold by a real estate broker.
21. The Receiver is satisfied that the Sale Process represents a commercially reasonable and efficient process which allows for sufficient time for the Property to be exposed to the market in order to maximize the value of the Property. The Sale Process is supported by Pillar.

CONCLUSION

22. The Receiver is satisfied that the proposed Sale Process represents the most efficient and fair process to be administered in the circumstances that will sufficiently expose the Property for sale to the marketplace and generate the maximum values. Furthermore, the Receiver's recommendation is supported by the Company's senior secured lender, Pillar.

23. Based on the foregoing, the Receiver respectfully requests that the Court make an order granting the relief detailed in paragraph 4(c) of this Report.

**MNP Ltd, in its capacity as the
Court-appointed Receiver and Manager of
Turuss (Canada) Industry Co., Ltd.
and not in its personal or corporate capacity**

Per:



Jerry Henechowicz CPA, CA, CIRP, LIT
Senior Vice President

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

FIRST REPORT OF THE RECEIVER

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)

Tel: (416) 367-6756

Fax: (416) 863-4592

robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)

Tel: (416) 863-4760

daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “C”

to the Third Report of the Receiver

Court File No. CV-20-00646729-00CL

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

THE HONOURABLE
JUSTICE CAVANAGH

)
)
)

THURSDAY, THE 29th
DAY OF OCTOBER, 2020



BETWEEN:

PILLAR CAPITAL CORP.

Applicant

and

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

SALE PROCESS ORDER

THIS MOTION, made by MNP Ltd., in its capacity as Court appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Turuss (Canada) Industrial Co., Ltd. ("**Turuss**") for an order approving the sale process, set out in **Schedule "A"** hereto (the "**Sale Process**"), was heard this day via videoconference due to the COVID-19 pandemic.

ON READING the First Report of the Receiver dated October 21, 2020 (the "**First Report**"), and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Amanda Campbell sworn October 22, 2020 filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.

RECEIVER'S ACTIVITIES

2. **THIS COURT ORDERS** that the First Report is approved and the activities of the Receiver as described therein.

SALE PROCESS

3. **THIS COURT ORDERS** that the Sale Process be and is hereby approved and that the Receiver is authorized and directed to commence the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the property and assets of Turuss.

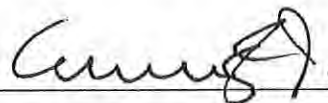
4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Sale Process, and to do all things reasonably necessary to do so.

5. **THIS COURT ORDERS** the Receiver and its respective affiliates, partners, employees and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Sale Process (as determined by this Court).

- 3 -

GENERAL

6. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions on the discharge of its duties and powers hereunder.



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

OCT 30 2020

PER / PAR:



Schedule "A" – Sale Process

Turuss (Canada) Industry Co., Ltd.
Sale Process

Purpose

1. The proposed sale process (the "Sale Process") for Turuss (Canada) Industry Co., Ltd. ("Turuss") for sale of its assets and business (collectively, the "Property") would be conducted by MNP Ltd. in its capacity as court-appointed receiver and manager (the "Receiver") with the input and assistance of Dentons Canada LLP (the "Legal Counsel"), in accordance with the terms and timeline set out below.
2. Any contemplated sale shall be subject to approval by the Court.
3. Unless otherwise indicated herein, any event that occurs on a day that is not a business day shall be deemed to occur on the next business day.
4. Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Property, or any portion thereof, outside the Sale Process prior to the selection of a Successful Offeror.

Sale Process Procedures

5. The Receiver, in conjunction with MNP LLP's real estate and corporate finance groups will compile a list of prospective purchasers (together with any other party expressing an interest in the Property, the "Interested Parties"). The Receiver will make reasonable efforts to canvass the interest (if any) in the Property, of all Interested Parties.
6. The sale of the Property will be on an "*as is, where is*" basis without representations or warranties of any kind, nature or description by the Receiver, or any of their respective directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Successful Offer (as defined herein), and approved by the Court. By submitting a bid, each Prospective Offeror (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Successful Offer and approved by the Court.

- 2 -

7. The Receiver will distribute to Interested Parties an interest solicitation letter ("**Teaser**") which will provide an overview of this opportunity. A Confidentiality and Non-Disclosure Agreement ("**NDA**") will also be distributed to the Interested Parties. Interested Parties will be required to sign the NDA in order to gain access to confidential information and to commence performing due diligence, if the Receiver determines that such Interested Party has a *bona fide* interest in the purchase of the Property (hereinafter referred to as a "**Prospective Offeror**"). All NDA's shall enure to the benefit of any purchaser of the Property.
8. The Receiver will provide to each Prospective Offeror: (i) a confidential information memorandum ("**CIM**") prepared with information available to the Receiver, (ii) access to a secure electronic data room (the "**Data Room**") established by the Receiver with information and documentation in the possession of the Receiver (which will include certain relevant and customary financial, operational and other information regarding the Property), and (iii) a proposed form of agreement of purchase and sale with the Receiver named as vendor (the "**APS**").
9. The Receiver will also facilitate, due diligence by Prospective Offerors, including arranging site visits, as the Receiver determines appropriate. The Receiver may also attend such site visits as it considers appropriate.
10. Notwithstanding paragraph 8 above, the Receiver shall have the right to deny or limit any Prospective Offeror's access to confidential information at any time, which may include denying access to confidential information, if in the Receiver's reasonably held view such Prospective Offeror is not likely to be serious about submitting an offer for the Property.
11. The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.

Timeline

12. A chart summarizing the material deadlines for the Sale Process is set out below:

	Event	Timeline
1	Receiver to prepare the list of Interested Parties, the Teaser, the NDA, the Data Room, CIM, APS, and draft advertisements	10 days, commencing on October 29 th , 2020

- 3 -

2	Publish notice of the sale in a nationally circulated newspaper	During the week of November 9, 2020 and again during the week of November 30, 2020
3	Publish notice of the sale on the Receiver's website and through the Insolvency Insider e-mail publication	Commencing on November 9, 2020
4	Distribute Teaser and the NDA to those identified as Interested Parties	Commencing on November 9, 2020
5	Commence distribution of CIM and providing data room access to Prospective Offerors, after receiving executed copy of NDA (subject to the Receiver's discretion as outlined herein)	Commencing on November 9, 2020
6	Plan and provide tours of the Property	From November 16, 2020 to January 8, 2020
7	Discussion with Prospective Offerors to provide updates and to resolve their queries	From November 23, 2020 to January 8, 2020
8	Deadline for submission of Offers	January 11, 2021 at 5:00 PM (Toronto Time) (the "Deadline")
9	Acceptance of Successful Offer(s)	Up to 10 days after the Deadline
10	Court motion to approve Successful Offer(s)	Following selection of Successful Offer(s)
11	Complete transaction(s)	Within 5 days after Court Approval, expected to be no later than February 12, 2021

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13. Subject to any Order of the Court, the dates set out in the Sale Process may be extended by the Receiver for a total period no greater than (3) weeks, in its sole discretion acting reasonably, all with a view of maximizing the value of the Property.

Submission of Offers

14. The Receiver shall seek binding offers and accompanying materials from Prospective Offerors (a "Binding Offer") in accordance with the timeline set out above that provides for:
- (a) delivery of the Binding Offer by the Prospective Offeror on or before the Deadline;
 - (b) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Binding Offer and the complete terms of such participation, evidence of corporate authority, and proof of such offeror's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;
 - (c) a binding offer capable of acceptance and irrevocable 15 days after the Deadline;
 - (d) all Binding Offers are to be accompanied by a deposit (the "Deposit") in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Binding Offer;
 - (e) an agreement in the form of the APS, with any changes contained in the Binding Offer blacklined against the Receiver's form of APS;
 - (f) includes an acknowledgement and representation that the Prospective Offeror: (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and/or any other assets to be acquired and liabilities to be assumed in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business and/or assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in any definitive documents;
 - (g) no conditions based upon: (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction and vesting title in and to the Prospective Offeror.

- 5 -

15. Each offer submitted in accordance with paragraph 14 above shall be a "**Qualified Offer**" and each such offeror a "**Qualified Offeror**", as determined by the Receiver.
16. The Receiver may determine whether to entertain Binding Offers for the Property that do not conform to one or more of the requirements specified herein and deem such Binding Offers to be a Qualified Offer.

Post-Offer Deadline Procedure

17. If one or more Qualified Offers are received the Receiver may:
 - (a) accept one (or more, if for distinct transactions) Qualified Offer(s) (the "**Successful Offer**") and each Qualified Offeror making the Successful Offer(s) being a "**Successful Offeror**") and take such steps as are necessary to finalize and complete an agreement for the Successful Offer(s) with the Successful Offeror(s); or
 - (b) continue negotiations with a selected number of Qualified Offerors (collectively, "**Selected Offerors**") with a view to finalizing one or more agreements with one or more Selected Offerors.
18. The Receiver shall not be under any obligation to accept the highest or best (or any) Qualified Offer and any selection of the Successful Offer(s) and the Selected Offeror(s) shall be entirely in the discretion of the Receiver, in consultation with the Legal Counsel. For greater certainty, the Receiver is hereby permitted to decline acceptance of any and all Binding Offers, including Qualified Offers.
19. A Binding Offer may not be withdrawn, modified or amended without the written consent of the Receiver prior to the Successful Offer being determined. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Offer being determined shall result in the forfeiture of such Prospective Offeror's deposit as liquidated damages and not as a penalty.
20. No one, including any Interested Parties, Prospective Offerors, Qualified Offerors or Successful Offerors, shall be entitled to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such persons shall be responsible for their own fees and costs of any kind, including those relating to any due diligence they may have performed, and any offers they each may make.
21. In the event a Qualified Offeror is not selected as a Successful Offeror, the Deposit shall be returned to the Qualified Offeror as soon as reasonably practicable.

Other Terms

22. If a Successful Offeror breaches its obligations under the terms of its offer, and if the Receiver chooses not to proceed with the Successful Offeror, any Deposit submitted in connection with the Successful Offer shall be forfeited to the Receiver as liquidated damages and not as a penalty.
23. The Receiver may: (a) determine which Qualified Offer, if any, is the highest or otherwise best offer, (b) reject at any time before the issuance and entry of an order approving a Successful Offer, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
24. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Interested Parties, Prospective Offerors, Qualified Offerors or Successful Offers, Turuss, or any creditor or other stakeholder, for any act or omission related to the Sale Process. By submitting a bid, each Prospective Offeror shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
25. Following the selection of the Successful Offer(s), and subject to the timeline set out above, the Receiver shall bring a motion to the Court (the "**Approval Motion**") for an order, substantially in the form of the Approval and Vesting Order attached to the APS, and authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Offer(s) and vest the Turuss interest in the Property to the Successful Offeror(s).
26. Following the granting of any Approval and Vesting Order by the Court, the Receiver shall take all reasonable steps necessary to complete the transaction set forth in the Successful Offer in accordance with the timeline set out above.
27. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Offers will be received, the Receiver, may terminate the Sale Process.
28. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

SALE PROCESS ORDER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “D”

to the Third Report of the Receiver

Court File No. CV-20-00646729-00CL

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

BETWEEN:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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

**SECOND REPORT OF MNP LTD. AS RECEIVER AND MANAGER OF THE ASSETS,
UNDERTAKINGS AND PROPERTIES OF TURUSS (CANADA) INDUSTRY CO., LTD.**

NOVEMBER 9, 2020

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Appendix “E” – Email from Dentons Canada LLP to Yang Jiang, dated October 30, 2020

Appendix “F” – Email from the Receiver to Yang Jiang, dated November 5, 2020

Appendix “G” – DSF E-mail

Appendix “H” – Emix Statement of Claim

INTRODUCTION AND PURPOSE

1. On September 18, 2020, MNP Ltd. (“**MNP**”) was appointed as the receiver and manager (the “**Receiver**”) without security, of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd (“**Turuss**” or the “**Company**”) by order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. The circumstances leading to the appointment of the Receiver are set out in the affidavit of Steve Dizep dated sworn September 4, 2020 (the “**Dizep Affidavit**”) and included in the Application Record dated September 4, 2020.
3. On October 21, 2020, the Receiver filed its first report to Court (the “**First Report**”) in support of its motion returnable October 29, 2020 seeking *inter alia* an order authorizing the Receiver to complete a specified sales process for the Company’s principal asset being a commercial rental property located at 60 Industrial Park Drive, Chesley, Ontario (the “**Chesley Property**”). A copy of the First Report (without appendices) is attached as **Appendix “B”**.
4. On October 29, 2020, the Court issued an order authorizing the Receiver to complete the sale process for the Chesley Property set out in the First Report (the “**Sale Process Order**”), a copy of which is attached as **Appendix “C”**.
5. The purpose of this Receiver’s second report to the Court (the “**Second Report**”) is to provide the Court with information regarding:
 - (a) the Receiver’s attempts to obtain the Company’s books and records and the Receiver’s communications with the Company’s principal and sole director, Ms. Yang Jiang (“**Jiang**”), generally;
 - (b) the Receiver’s findings regarding Fortune Gate Timber Products Inc. (“**Fortune Gate**”), hardwood flooring stores operating as Total Hardwood Flooring (“**Total Hardwood**”), Elite International Forest Ltd. (“**Elite**”) and Vidar Design Flooring (“**Vidar**”), all of which appear to be related to the Company and/or Jiang and appear

to be carrying on aspects of the Company's business (collectively, the "**Flooring Entities**"); and

- (c) the Receiver's recommendation for an Order, *inter alia*:
 - (i) directing Jiang to deliver to the Receiver on or before November 13, 2020, all physical and electronic books and records of Turuss and the Flooring Entities, including a complete accounting of all activities conducted by Total Hardwood up to and including the date of the Appointment Order,;
 - (ii) requiring Jiang to attend for an examination under oath by the Receiver on 3 business days notice regarding the operations of the Company and Total Hardwood as well as the Company's relationship to and interests in the Flooring Entities, both before and following the Appointment Order; and
 - (iii) such other matters considered relevant to the Receiver's administration of this proceeding.

TERMS OF REFERENCE

6. In preparing this Second Report, the Receiver has relied on unaudited financial and other information regarding the Company and its assets, including the information provided as follows (collectively the "**Information**"):

- (a) provided by Pillar Capital Corp. ("**Pillar**") and its legal counsel, Gowling WLG (Canada) LLP;
- (b) obtained by attending at the Chesley Property;
- (c) provided by a former employee of Turuss, who has been retained by the Receiver on a contract basis;
- (d) as set out in the Dizep Affidavit, filed in connection with the application for the Appointment Order;
- (e) as provided by The Manufacturers Life Insurance Company ("**Manulife**");

- (f) obtained by attending at two locations identified as being leased by Turuss (Canada) Industry Co., Ltd o/a Total Hardwood Flooring from Emix Ltd. (“**Emix**”), as follows: (i) Total Hardwood Flooring at 1099 Kingston Rd E., Pickering Ontario (“**Total Hardwood Pickering**”), and (ii) an unmarked unit in a retail plaza at 2600 John Street, Suite 206, Markham, Ontario (“**Total Hardwood Markham**”);
- (g) obtained by an employee of Total Hardwood Pickering; and
- (h) as otherwise available to the Receiver and its counsel.

7. Except as describe in this Second 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 the Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

8. All currency references are in Canadian Dollars unless otherwise specified.

REQUESTS TO OBTAIN ACCESS TO THE COMPANY’S BOOKS AND RECORDS

9. Shortly after its appointment, the Receiver attended at the Chesley Property and met with Jamie Hingston (“**Hingston**”), the on-site property maintenance manager and the only former employee of Turuss known to the Receiver. Hingston advised that, to his knowledge, all of the Company’s books and records of Turuss were kept and maintained by Jiang at another location.

10. On October 5, 2020, Dentons Canada LLP (“**Dentons**”), counsel to the Receiver sent a notice to Jiang demanding the production by Jiang of all books and records related to Turuss in accordance with the provisions of the Appointment Order. A copy of the notice dated October 5, 2020 is attached as **Appendix “D”**.

11. After receiving no response from Jiang, Dentons sent another e-mail correspondence to Jiang on October 30, 2020 (the “**October 30 Email**”). Jiang replied on the same date requesting contact information for the Receiver, which were provided by Dentons shortly thereafter. A copy of the October 30, Email and Jiang’s response is attached as **Appendix “E”**.

12. On November 5, 2020, the Receiver sent an e-mail (the “**November 5 Email**”) to Jiang again requesting delivery of the Company’s books and records. As detailed below, the Receiver had since become aware that Turuss may have had additional business operations, and/or interests in other corporations. Therefore, in addition to requesting access to the books and records of Turuss, the Receiver requested that Jiang provide all details of any business or other operations of Turuss that were conducted or continuing other than at the Chesley Property. A copy of November 5 Email including Jiang response is attached as **Appendix “F”**.

13. As of the issuance of this Second Report, Jiang has failed to provide any of the books and records of the Turuss, or any information with respect of any additional operations of the Company or any interest that Turuss may have in the Flooring Entities, despite the Receiver’s repeated requests.

Total Hardwood Flooring

14. On the evening of November 3, 2020, the Receiver received an e-mail from Oren Chaimovitch of Devry Smith Frank LLP (the “**DSF E-mail**”) as counsel to Emix, landlord of Total Hardwood Pickering. The DSF E-mail indicated that a lease exists as between Turuss (Canada) Industry Co., Ltd. o/a Total Hardwood Flooring, as tenant, and Emix, as landlord and Fortune Gate as indemnifier of the Turuss obligations under the lease. The DSF E-mail further advised that Turuss was in default and had mistakenly issued a Statement of Claim against Turuss (given the stay of proceedings contained in the Appointment Order) with respect to the default of the lease (the “**Emix Statement of Claim**”) since Emix just recently became aware of the Receiver’s appointment. Attached as **Appendices “G”** and “**H**” is the DSF E-mail and Emix Statement of Claim, respectively.

15. Prior to the receipt of the DSF E-Mail, the Receiver was not made aware of any interest of Turuss in any other business activity generally, other than related to the Chesley Property. More specifically, the Receiver had no knowledge of the existence and operations of Total Hardwood Flooring, nor any knowledge of any existing lease agreements in relation to Total Hardwood Pickering.

16. On November 5, 2020, the Receiver spoke with Mr. Chaimovitch and advised that the Receiver was investigating these previously unknown locations of Turuss and would advise of its intentions regarding same as soon as possible.

17. The Receiver attended at the Total Hardwood Pickering and the Total Hardwood Markham on November 4, 2020.

18. The Total Hardwood Pickering is a retail storefront for the sale of hardwood and laminate flooring. An employee was present, Courtney Rutledge (“**Rutledge**”), who identified himself as the sole employee at Total Hardwood Pickering. Rutledge noted to the Receiver that Total Hardwood Flooring operates an additional location in Barrie, Ontario, however, although the two share a name and a website, the two locations are not owned or controlled by the same entity. Rutledge discussed some of the product offerings with the Receiver and of note was that the main product offered by Total Hardwood Flooring was engineered hardwood flooring produced by Vidar Design Flooring (“**Vidar**”).

19. While attending at the Total Hardwood Markham, the Receiver noted that there was no exterior signage present and that the leased unit, while containing office furniture and other contents, did not appear to be occupied.

20. The Receiver’s search of Total Hardwood Flooring’s website, www.totalhardwoodflooring.com, indicated that an additional location exists at 131 Saunders Road, Barrie, Ontario (the “**Total Hardwood Barrie**”).

21. On November 6, 2020, the Receiver attended at the Total Hardwood Barrie. Similar to Total Hardwood Pickering, the store was open and sells hardwood and laminate flooring products. Only one employee was present, Chris Garratt (“**Garratt**”). Garratt advised the Receiver that he was the only employee at Total Hardwood Barrie and that while Total Hardwood Barrie and Total Hardwood Pickering share a website and trade name, that they are owned and operated by separate entities.

22. The specifics of the operating structure outlined by Rutledge and Garratt are unknown by the Receiver.

Fortune Gate Timber Products Inc.

23. The Receiver took possession large equipment that was previously used by Turuss (the “**Snow Removal Equipment**”) located at the Chesley Location. An Ontario *Personal Property Security Act* search conducted on Fortune Gate reveals that the Snow Removal Equipment is owned by Fortune Gate. A corporate a search of Fortune Gate dated September 23, 2020, lists Jiang as the sole director with a registered address at 1775 Sismet Road, Unit 2, Mississauga, Ontario (the “**Mississauga Location**”).

24. The Emix Statement of Claim identifies Fortune Gate as the indemnifier of Turuss’ lease obligations for the Total Hardwood Pickering location.

Elite International Forest Ltd.

25. In its initial meeting with the Company’s only known employee Hingston, the onsite property manager, Hingston advised that Turuss had provided him with group health benefits through Manulife (the “**Manulife Plan**”).

26. The Receiver contacted Manulife to arrange continuing coverage for Hingston as a condition of his employment by the Receiver. Manulife confirmed that the Manulife Plan had 13 active members and would not continue coverage solely for Hingston. Included in the list of active members was Rutledge. The Receiver was able to make alternative coverage arrangements for Hingston and terminated the Manulife Plan on October 2, 2020.

27. The Receiver was contacted on November 6, 2020 by Steven Li, an employee of Elite located in Vancouver, British Columbia, to inquire as to why the Receiver had terminated the group benefits plan for employees of Elite. On the same date, the Receiver was contacted by a representative of Manulife’s in-house legal counsel inquiring as to the relationship as between Turuss and Elite.

28. It is unclear as to what relationship exists as between Turuss and Elite, however it is apparent that Turuss maintained the Manulife Plan for employees of various other entities, including Elite and Total Hardwood Flooring.

29. A search of Vidar's website, www.vidarflooring.com, states that Vidar is the flagship flooring brand under Elite. Further, the Vidar website shows that Vidar's Ontario office is the same as Fortune Gate's registered address, specifically the Mississauga Location.

CONCLUSION AND RECOMMENDATION

30. Despite the Receiver's repeated requests for the delivery of the Turuss books and records, Jiang has failed to respond to the Receiver and deliver the books records in accordance with the Appointment Order. In addition, following the Receiver's investigations into the operations of Turuss, it appears Jiang is continuing certain aspects of the Turuss' business as Total Hardwood Flooring. Furthermore, the relationships and potentially interconnected operations of the Flooring Entities is unclear and might be being concealed by Jiang.

31. Based on the above and the lack of cooperation and information provided by Jiang, the Receiver has concerns that there may be additional assets owned by Turuss, and/or operations being conducted by Jiang in the name of Turuss to which liabilities may be incurred by Turuss, of which the Receiver is currently unaware. The issues outlined above have the potential to prejudice the receivership administration and the various stakeholders in these proceedings.

32. Additionally, the Receiver cannot discharge its duties as Receiver without production of all of the books and records. The failure on the part of Jiang to provide the books and records necessitates the Receiver expending additional time and resources seeking out the information from third parties, thereby increasing the costs of the receivership for all of the Company's stakeholders.

33. The books and records are urgently required, especially since it appears that Jiang is continuing to operate Turuss at different locations throughout Ontario.

34. Further, any additional delay with respect to the production of the books and records may impact the Receiver's ability to effectively conduct the previously approved sale process in respect of the Chesley Property. Many of the documents and information requested by the Receiver may need to be available to all potential purchasers for the purposes of conducting due diligence in respect of Turuss and the Chesley Property.

35. Jiang is the sole director and officer of the Company. The books and records of the Company are, or should be, within her possession and control. The Receiver is of the view that the relief sought is both appropriate and necessary in light of the difficulty it has faced to date in obtaining even the most basic financial information and records in respect of the Company's business.

36. Accordingly, the Receiver is respectfully requesting that this Court issue an Order granting the relief set out in paragraph 5 of this Second Report.

**MNP Ltd, in its capacity as the
Court-appointed Receiver and Manager of
Turuss (Canada) Industry Co., Ltd.
and not in its personal or corporate capacity**

Per:



Jerry Henechowicz CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX "A"

Court File No. CV-20-00646729-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	FRIDAY, THE 18TH
)	
MR. JUSTICE HAINEY)	DAY OF SEPTEMBER, 2020

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. ("MNP") as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic,

ON READING the affidavit of Steve Dizap sworn September 4, 2020 and the Exhibits thereto, the pre-filing report of the proposed Receiver dated September 15, 2020, and the exhibits thereto (collectively, the "Pre-Filing Report"), and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver, those other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Angelica Wilamowicz sworn September 10, 2020, and on reading the consent of MNP to act as the Receiver,

APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP 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 and all proceeds thereof (collectively, the "Property"), including but not limited to the lands and premises listed in Schedule "A" hereto (the "Real Property").

RECEIVER'S POWERS

2. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, real estate brokers, 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;

- 3 -

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to 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 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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property including as against the Real Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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.

DISTRIBUTION OF RENTAL REVENUE

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to distribute to the Applicant leasing revenue generated from the Real Property, either in whole or in part, up to the amount of the total indebtedness owing to the Applicant, subject to the Applicant entering into the Reimbursement Agreement (as defined in the Pre-Filing Report), substantially in the form attached to the Pre-Filing Report.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and

shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory

provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such

employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections §1.4(5) or §1.6(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

18. 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), §1.4(4), and §1.6(2) of the BIA.

19. 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.

20. 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

21. 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 \$750,000 (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.

22. 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.

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

24. 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

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://mnpdebt.ca/en/corporate/corporate-engagements/Inruss>.

26. 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

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

The lands and premises municipally known as 60 Queen Street North / 60 Industrial Park Road, Chesley, Ontario and legally described as:

- PIN 33183-0177 (LT): PT PARKLT T, U PL 217 PT 6, 7 3R7734; MUNICIPALITY OF ARRAN-ELDERSLIE
- PIN 33183-0178 (LT): LT 13-34, 36-47, 50-61, 65-76, 80-91, 96-101 PL 310; MCGAW ST, HIGH ST PL 310 S/T & T/W R376714; PT PARKLT T, U PL 217 & PT RIVER ST PL 310 CLOSED BY CH7716, PT 1 & 5 3R7740, PT 1, 2, 4 3R7734; PT FAIRVIEW AV, RIVER ST PL 310 PT 1, 2, 4 3R4763, PT 11 3R7734 CLOSED BY R374503, PT 1, 2, 3 3R6870 CLOSED BY R339205, PT 6, 7 3R4763 CLOSED BY CH7716; PT LANE PL 310 CLOSED BY CH7716, BTN LT 13 TO 22 PL 310; LANE LYING NORTHERLY OF LT 23 TO 32, PL 310; PT LANE PL 310 LYING EASTERLY AND ABUTTING LT 32 TO 34, PL 310 CLOSED BY R374503 PT 7, 8, 9 3R7740; LANE PL 310 BTN HIGH ST AND MCGRAW ST EXTENDING FROM QUEEN ST TO FAIRVIEW AV; LANE PL 310 BTN RIVER ST AND HIGH ST EXTENDING FROM QUEEN ST TO FAIRVIEW AV; LANE PL 310 BTN LT 40 TO 43, 54 TO 57, 69 TO 72, 84 TO 87, 100 & 101 PL 310, CLOSED BY R374503; LANE PL 310 BTN LT 100 & 101; PT LORNE ST PL 310 PT 3 3R7740, S/T R377152, PT 9, 10 3R7734, S/T R375072, CLOSED BY R374503; S/T R278375, R324241, R356491, R356492, R380920, R380921; MUNICIPALITY OF ARRAN-ELDERSLIE

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties Turuss (Canada) Industry Co., Ltd. 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 18th day of September, 2020 (the "Order") made in an action having Court file number CV-20-00646729-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

- 2 -

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__.

MNP LTD., solely in its capacity
as Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

PILLAR CAPITAL CORP.

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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

Respondent

<p>ONTARIO</p> <p>SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDING COMMENCED AT TORONTO</p>	
<p>RECEIVERSHIP ORDER</p>	
<p>GOWLING WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 Tel: 416-862-7525 Fax: 416-862-7661</p>	<p>Thomas Gertner (LSO# 67756S) Tel: 416-369-4618 thomas.gertner@gowlingwlg.com</p> <p>Solicitors for the Applicant</p>

APPENDIX "B"

Court File No. CV-20-00646729-00CL

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

BETWEEN:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

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 OF MNP LTD. AS RECEIVER AND MANAGER OF THE ASSETS,
UNDERTAKINGS AND PROPERTIES OF TURUSS (CANADA) INDUSTRY CO., LTD.**

OCTOBER 21, 2020

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APPENDICES

Appendix “A” – Appointment Order, Dated September 18, 2020

Appendix “B” – Pre-Filing Report of the Proposed Receiver

Appendix “C” – Sale Process and Bidding Procedures

INTRODUCTION AND PURPOSE

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 18, 2020 (the “**Appointment Order**”), MNP Ltd. (“**MNP**”) was appointed as the receiver and manager (the “**Receiver**”) without security, of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd (“**Turuss**” or the “**Company**”). A copy of the Appointment Order is attached as **Appendix “A”**.
2. The circumstances leading to the appointment of the Receiver are set out in the affidavit of Steve Dizep dated sworn September 4, 2020 (the “**Dizep Affidavit**”) and included in the Application Record dated September 4, 2020.
3. The Company’s primary asset is a 340,000 square foot industrial building located on 34 acres of land located at 60 Industrial Park Road, Chesley, Ontario (the “**Property**”). A substantial portion of the Property is now leased to Bruce Power LP (“**Bruce Power**”).
4. The purpose of this First Report to the Court (the “**First Report**”) is to:
 - (a) update the Court with respect to the Receiver’s activities since the date of its appointment, and seek approval for those activities;
 - (b) summarize the contemplated solicitation and marketing process to be conducted by the Receiver for the Property (the “**Sale Process**”); and
 - (c) provide the Court with the Receiver’s recommendation for an Order, *inter alia*,:
 - (i) approving the First Report and the Receiver’s activities;
 - (ii) authorizing and directing the Receiver to carry out the Sale Process; and
 - (iii) such other relief as this Court may seem just.

TERMS OF REFERENCE

5. In preparing this Report, the Receiver has relied on unaudited financial and other information regarding the Company and its assets, including the information provided as follows (collectively the “**Information**”):
- (a) provided by Pillar Capital Corp. (“**Pillar**”) and its legal counsel, Gowling WLG (Canada) LLP;
 - (b) obtained by attending at the Property;
 - (c) provided by the only known employee of Turuss, who has been retained by the Receiver on a contract basis;
 - (d) provided by the Property Manager (as defined below) who reports to the Receiver, including financial information supplied by the Property Manager;
 - (e) provided by CBRE Limited (“**CBRE**”) and Colliers International (“**Colliers**”), that provided marketing and listing proposals for the Property;
 - (f) as set out in the Dizep Affidavit, filed in connection with the application for the Appointment Order; and
 - (g) as otherwise available to the Receiver and its counsel.
6. Except as describe in this First 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 the Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
7. All currency references are in Canadian Dollars unless otherwise specified.

BACKGROUND

8. As at the date of the Appointment Order, Turuss was indebted to Pillar in the amount of approximately \$2,032,000, plus any accrued interest, fees and costs. As referenced in the Pre-Filing Report (as defined herein), Pillar is the senior secured creditor of Turuss.
9. Turuss initially operated a hardwood flooring manufacturing, import and distribution business from the Property (the “**Flooring Business**”). Upon ceasing the Flooring Business, approximately 162,000 square feet of the Property was leased to Bruce Power. Bruce Power continues to occupy the Property in accordance with the governing lease agreement (as amended) dated November 30, 2018, entered into between Turuss and Bruce Power (the “**Bruce Power Lease**”).
10. Certain equipment and inventory related to the Flooring Business, which included wood handling, flooring manufacturing and lifting equipment (the “**Remaining Assets**”) are located in the unleased portion of the Property.
11. Additional information about the Company is contained in the Receiver’s pre-filing report to the Court as the proposed Receiver, dated September 15, 2020 (the “**Pre-Filing Report**”). A copy of the Pre-Filing Report is attached as **Appendix “B”**, without appendices.

ACTIVITIES OF THE RECEIVER

12. Since the date of its appointment, the Receiver has, *inter alia*:
 - (a) secured and taken possession of the Property, and transferred accounts for utilities and all other applicable service accounts into the Receiver’s name;
 - (b) arranged for insurance coverage in respect of the Property;
 - (c) issued the notices required pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act* to the known creditors of Turuss and forwarded to the Office of the Superintendent of Bankruptcy;

- (d) established a website for these Receivership proceedings, www.mnpdebt.ca/turuss;
- (e) delivered correspondence to the sole officer/director of Turuss for the delivery of the Turuss books and records;
- (f) filed with Service Canada an application under the *Wage Earner Protection Program Act* (“**WEPPA**”) for the benefit of the former employee;
- (g) calculated the WEPPA claims of the former employee of Turuss and communicated with them. As noted above, the Receiver entered into a short-term contract with the former employee of Turuss, as a daily on-site supervisor and maintenance manager;
- (h) contacted Canada Revenue Agency (“**CRA**”) to obtain information regarding any statutory obligations and other amounts due to CRA that might have priority to the Applicant;
- (i) issued two Receiver’s Certificates to Pillar in the total amount of \$475,000 in order to fund the Receiver’s initial expenses associated with the maintenance of the Property, and to pay all outstanding realty taxes in the amount of approximately \$375,000;
- (j) entered into a property management agreement with Richmond Advisory Services Inc. (“**Richmond**” or the “**Property Manager**”) as property manager to assist with the management of the Property including the receipt of the rental income from Bruce Power and the payment of the expenses associated with the maintenance of the Property;
- (k) met with Bruce Power, as the sole tenant of the Property, and subsequently negotiated into a lease amendment to the Bruce Power Lease addressing, among other things, an expansion of the leased space by Bruce Power;
- (l) consulted with commercial realtors in relation to the sale of the Property;
- (m) obtained two liquidation proposals for the Remaining Assets; and

- (n) entered negotiations for the terms of a Liquidation Agreement for the Remaining Assets to be conducted by Leveredge Asset Solutions Inc., the proceeds of which are not expected to exceed the limitation on the sale of assets by the Appointment Order in the amount of \$250,000 for any single transaction or \$500,000 for the aggregate of all transactions.

SALE PROCESS

- 13. The Appointment Order, among other things, authorizes the Receiver to market and sell the Property.
- 14. With respect to a marketing and solicitation strategy for the Property, the Receiver consulted with two commercial real estate firms with respect to a marketing and listing proposal. The Receiver also considered implementing a marketing and solicitation process with the support of MNP LLP's internal corporate finance group that has the necessary commercial real estate experience to actively market and solicit interest in the Property.
- 15. After considering the approaches above, the Receiver has determined that the most reasonable and commercially efficient approach to market and solicit interest in the Property would be to have the Receiver implement the Sale Process. As part of this assessment, the Receiver considered the preliminary fee estimates provided by the commercial real estate firms and the potential cost savings available to the receivership estate if the Receiver conducted the process.
- 16. The Receiver has developed the proposed Sale Process to solicit bids by a set bid deadline. The Receiver is of the view that the proposed Sale Process balances the need to have a sale accomplished in a reasonable timeframe to limit the carrying costs associated with the Property with the desire to properly expose the Property to the marketplace to maximize recoveries for the stakeholders.
- 17. The Receiver seeks Court approval for the Sale Process. A copy of the Sale Process, including a bidding procedure, is attached to this Report as **Appendix "C"**.

18. In summary, the Sale Process would commence upon the issuance by this Court of an order approving the Sale Process (the “**Commencement Date**”) and be conducted on the following timeline (capitalized terms are as defined in the Sale Process):

Event		Timeline
1	Receiver to prepare the list of Interested Parties, the Teaser, the NDA, the Data Room, CIM, APS, and draft advertisements	10 days, commencing on October 29 th , 2020
2	Publish notice of the Sale Process in a nationally circulated newspaper	During the week of November 9, 2020 and again during the week of November 30, 2020
3	Publish notice of the Sale Process on the Receiver’s website and through the Insolvency Insider e-mail publication	Commencing on November 9, 2020
4	Distribute Teaser and the NDA to those identified as Interested Parties	Commencing on November 9, 2020
5	Commence distribution of CIM and providing data room access to Prospective Offerors, after receiving executed copy of NDA (subject to the Receiver’s discretion)	Commencing on November 9, 2020
6	Plan and provide tours of the Property	From November 16, 2020 to January 8, 2020
7	Discussion with Prospective Offerors to provide updates and to address any reasonable diligence queries	From November 23, 2020 to January 8, 2020
8	Deadline for submission of Offers	January 11, 2021 at 5:00 PM (Toronto Time)
9	Acceptance of Successful Offer(s)	Up to 10 days after the submission deadline

10	Court motion to approve Successful Offer(s)	As soon as possible after acceptance
11	Complete transaction(s)	Within 5 days after Court Approval, expected to be no later than February 12, 2021

19. Although the Sale Process establishes a bid deadline, the Receiver also seeks the flexibility to be able to accept any bid received any time, terminate the proposed Sale Process at any time and immediately enter into discussions with a bidder with a view of finalizing the transaction contemplated by such bid.
20. The Sale Process also provides for the comparison of multiple offers inherently maximizing sale value. The Receiver's proposed Sale Process will also set to limit the due diligence period required by prospective purchasers during which time the property would be essentially "off the market", if being sold by a real estate broker.
21. The Receiver is satisfied that the Sale Process represents a commercially reasonable and efficient process which allows for sufficient time for the Property to be exposed to the market in order to maximize the value of the Property. The Sale Process is supported by Pillar.

CONCLUSION

22. The Receiver is satisfied that the proposed Sale Process represents the most efficient and fair process to be administered in the circumstances that will sufficiently expose the Property for sale to the marketplace and generate the maximum values. Furthermore, the Receiver's recommendation is supported by the Company's senior secured lender, Pillar.

23. Based on the foregoing, the Receiver respectfully requests that the Court make an order granting the relief detailed in paragraph 4(c) of this Report.

**MNP Ltd, in its capacity as the
Court-appointed Receiver and Manager of
Turuss (Canada) Industry Co., Ltd.
and not in its personal or corporate capacity**

Per:



Jerry Henechowicz CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX "C"

Court File No. CV-20-00646729-00CL

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

THE HONOURABLE
JUSTICE CAVANAGH

)
)
)

THURSDAY, THE 29th
DAY OF OCTOBER, 2020



BETWEEN:

PILLAR CAPITAL CORP.

Applicant

and

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

SALE PROCESS ORDER

THIS MOTION, made by MNP Ltd., in its capacity as Court appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Turuss (Canada) Industrial Co., Ltd. ("**Turuss**") for an order approving the sale process, set out in **Schedule "A"** hereto (the "**Sale Process**"), was heard this day via videoconference due to the COVID-19 pandemic.

ON READING the First Report of the Receiver dated October 21, 2020 (the "**First Report**"), and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Amanda Campbell sworn October 22, 2020 filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.

RECEIVER'S ACTIVITIES

2. **THIS COURT ORDERS** that the First Report is approved and the activities of the Receiver as described therein.

SALE PROCESS

3. **THIS COURT ORDERS** that the Sale Process be and is hereby approved and that the Receiver is authorized and directed to commence the Sale Process for the purpose of soliciting interest in and opportunities for a sale of the property and assets of Turuss.

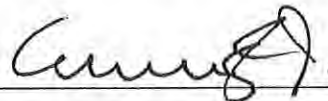
4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to perform its obligations under the Sale Process, and to do all things reasonably necessary to do so.

5. **THIS COURT ORDERS** the Receiver and its respective affiliates, partners, employees and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct of the Receiver in performing its obligations under the Sale Process (as determined by this Court).

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GENERAL

6. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions on the discharge of its duties and powers hereunder.



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

OCT 30 2020

PER / PAR:



Schedule "A" – Sale Process

Turuss (Canada) Industry Co., Ltd.
Sale Process

Purpose

1. The proposed sale process (the "**Sale Process**") for Turuss (Canada) Industry Co., Ltd. ("**Turuss**") for sale of its assets and business (collectively, the "**Property**") would be conducted by MNP Ltd. in its capacity as court-appointed receiver and manager (the "**Receiver**") with the input and assistance of Dentons Canada LLP (the "**Legal Counsel**"), in accordance with the terms and timeline set out below.
2. Any contemplated sale shall be subject to approval by the Court.
3. Unless otherwise indicated herein, any event that occurs on a day that is not a business day shall be deemed to occur on the next business day.
4. Notwithstanding anything contained herein, the Receiver shall have the right to enter into an exclusive transaction for the sale of the Property, or any portion thereof, outside the Sale Process prior to the selection of a Successful Offeror.

Sale Process Procedures

5. The Receiver, in conjunction with MNP LLP's real estate and corporate finance groups will compile a list of prospective purchasers (together with any other party expressing an interest in the Property, the "**Interested Parties**"). The Receiver will make reasonable efforts to canvass the interest (if any) in the Property, of all Interested Parties.
6. The sale of the Property will be on an "*as is, where is*" basis without representations or warranties of any kind, nature or description by the Receiver, or any of their respective directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Successful Offer (as defined herein), and approved by the Court. By submitting a bid, each Prospective Offeror (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Successful Offer and approved by the Court.

- 2 -

7. The Receiver will distribute to Interested Parties an interest solicitation letter ("**Teaser**") which will provide an overview of this opportunity. A Confidentiality and Non-Disclosure Agreement ("**NDA**") will also be distributed to the Interested Parties. Interested Parties will be required to sign the NDA in order to gain access to confidential information and to commence performing due diligence, if the Receiver determines that such Interested Party has a *bona fide* interest in the purchase of the Property (hereinafter referred to as a "**Prospective Offeror**"). All NDA's shall enure to the benefit of any purchaser of the Property.
8. The Receiver will provide to each Prospective Offeror: (i) a confidential information memorandum ("**CIM**") prepared with information available to the Receiver, (ii) access to a secure electronic data room (the "**Data Room**") established by the Receiver with information and documentation in the possession of the Receiver (which will include certain relevant and customary financial, operational and other information regarding the Property), and (iii) a proposed form of agreement of purchase and sale with the Receiver named as vendor (the "**APS**").
9. The Receiver will also facilitate, due diligence by Prospective Offerors, including arranging site visits, as the Receiver determines appropriate. The Receiver may also attend such site visits as it considers appropriate.
10. Notwithstanding paragraph 8 above, the Receiver shall have the right to deny or limit any Prospective Offeror's access to confidential information at any time, which may include denying access to confidential information, if in the Receiver's reasonably held view such Prospective Offeror is not likely to be serious about submitting an offer for the Property.
11. The Receiver makes no representation or warranty as to the information to be provided through this due diligence process or otherwise.

Timeline

12. A chart summarizing the material deadlines for the Sale Process is set out below:

Event		Timeline
1	Receiver to prepare the list of Interested Parties, the Teaser, the NDA, the Data Room, CIM, APS, and draft advertisements	10 days, commencing on October 29 th , 2020

- 3 -

2	Publish notice of the sale in a nationally circulated newspaper	During the week of November 9, 2020 and again during the week of November 30, 2020
3	Publish notice of the sale on the Receiver's website and through the Insolvency Insider e-mail publication	Commencing on November 9, 2020
4	Distribute Teaser and the NDA to those identified as Interested Parties	Commencing on November 9, 2020
5	Commence distribution of CIM and providing data room access to Prospective Offerors, after receiving executed copy of NDA (subject to the Receiver's discretion as outlined herein)	Commencing on November 9, 2020
6	Plan and provide tours of the Property	From November 16, 2020 to January 8, 2020
7	Discussion with Prospective Offerors to provide updates and to resolve their queries	From November 23, 2020 to January 8, 2020
8	Deadline for submission of Offers	January 11, 2021 at 5:00 PM (Toronto Time) (the "Deadline")
9	Acceptance of Successful Offer(s)	Up to 10 days after the Deadline
10	Court motion to approve Successful Offer(s)	Following selection of Successful Offer(s)
11	Complete transaction(s)	Within 5 days after Court Approval, expected to be no later than February 12, 2021

- 4 -

13. Subject to any Order of the Court, the dates set out in the Sale Process may be extended by the Receiver for a total period no greater than (3) weeks, in its sole discretion acting reasonably, all with a view of maximizing the value of the Property.

Submission of Offers

14. The Receiver shall seek binding offers and accompanying materials from Prospective Offerors (a "Binding Offer") in accordance with the timeline set out above that provides for:
 - (a) delivery of the Binding Offer by the Prospective Offeror on or before the Deadline;
 - (b) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Binding Offer and the complete terms of such participation, evidence of corporate authority, and proof of such offeror's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;
 - (c) a binding offer capable of acceptance and irrevocable 15 days after the Deadline;
 - (d) all Binding Offers are to be accompanied by a deposit (the "Deposit") in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Binding Offer;
 - (e) an agreement in the form of the APS, with any changes contained in the Binding Offer blacklined against the Receiver's form of APS;
 - (f) includes an acknowledgement and representation that the Prospective Offeror: (i) has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and/or any other assets to be acquired and liabilities to be assumed in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business and/or assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in any definitive documents;
 - (g) no conditions based upon: (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction and vesting title in and to the Prospective Offeror.

- 5 -

15. Each offer submitted in accordance with paragraph 14 above shall be a "**Qualified Offer**" and each such offeror a "**Qualified Offeror**", as determined by the Receiver.
16. The Receiver may determine whether to entertain Binding Offers for the Property that do not conform to one or more of the requirements specified herein and deem such Binding Offers to be a Qualified Offer.

Post-Offer Deadline Procedure

17. If one or more Qualified Offers are received the Receiver may:
 - (a) accept one (or more, if for distinct transactions) Qualified Offer(s) (the "**Successful Offer**") and each Qualified Offeror making the Successful Offer(s) being a "**Successful Offeror**") and take such steps as are necessary to finalize and complete an agreement for the Successful Offer(s) with the Successful Offeror(s); or
 - (b) continue negotiations with a selected number of Qualified Offerors (collectively, "**Selected Offerors**") with a view to finalizing one or more agreements with one or more Selected Offerors.
18. The Receiver shall not be under any obligation to accept the highest or best (or any) Qualified Offer and any selection of the Successful Offer(s) and the Selected Offeror(s) shall be entirely in the discretion of the Receiver, in consultation with the Legal Counsel. For greater certainty, the Receiver is hereby permitted to decline acceptance of any and all Binding Offers, including Qualified Offers.
19. A Binding Offer may not be withdrawn, modified or amended without the written consent of the Receiver prior to the Successful Offer being determined. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Offer being determined shall result in the forfeiture of such Prospective Offeror's deposit as liquidated damages and not as a penalty.
20. No one, including any Interested Parties, Prospective Offerors, Qualified Offerors or Successful Offerors, shall be entitled to nor permitted any break, termination or similar fee or reimbursement of any kind. For greater certainty, all such persons shall be responsible for their own fees and costs of any kind, including those relating to any due diligence they may have performed, and any offers they each may make.
21. In the event a Qualified Offeror is not selected as a Successful Offeror, the Deposit shall be returned to the Qualified Offeror as soon as reasonably practicable.

Other Terms

22. If a Successful Offeror breaches its obligations under the terms of its offer, and if the Receiver chooses not to proceed with the Successful Offeror, any Deposit submitted in connection with the Successful Offer shall be forfeited to the Receiver as liquidated damages and not as a penalty.
23. The Receiver may: (a) determine which Qualified Offer, if any, is the highest or otherwise best offer, (b) reject at any time before the issuance and entry of an order approving a Successful Offer, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Sale Process or any order of the Court, or (iii) contrary to the best interests of the receivership estate, and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Property, acting reasonably.
24. The Receiver shall not have any liability whatsoever to any person or party, including without limitation any Interested Parties, Prospective Offerors, Qualified Offerors or Successful Offers, Turuss, or any creditor or other stakeholder, for any act or omission related to the Sale Process. By submitting a bid, each Prospective Offeror shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever.
25. Following the selection of the Successful Offer(s), and subject to the timeline set out above, the Receiver shall bring a motion to the Court (the "**Approval Motion**") for an order, substantially in the form of the Approval and Vesting Order attached to the APS, and authorizing the Receiver to take such further actions as may be necessary or appropriate, to give effect to the Successful Offer(s) and vest the Turuss interest in the Property to the Successful Offeror(s).
26. Following the granting of any Approval and Vesting Order by the Court, the Receiver shall take all reasonable steps necessary to complete the transaction set forth in the Successful Offer in accordance with the timeline set out above.
27. Notwithstanding anything else contained herein, if it becomes evident to the Receiver that no Qualified Offers will be received, the Receiver, may terminate the Sale Process.
28. This Sale Process is solely for the benefit of the Receiver and nothing contained in the Sale Process Order or this Sale Process shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise).

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

SALE PROCESS ORDER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

APPENDIX "D"



Robert J. Kennedy
Partner
robert.kennedy@dentons.com
D +1 416 367 6756

114
Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

dentons.com

October 5, 2020

Sent Via E-mail:
jiangyang818@gmail.com

Yang Jiang
9 Highview Crescent
Richmond Hill, ON L4B 2T6

Dear Ms. Jiang:

RE: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd.
Court File Number: CV-20-00646729-00CL

We are counsel to MNP Ltd., in its capacity as Court appointed receiver and manager (the “**Receiver**”) of Turuss (Canada) Industry Co., Ltd. (“**Turuss**”).

We have been instructed by our client to send this letter in response to your recent communications with Bruce Power L.P. (“**Bruce Power**”) demanding payments for unpaid property taxes and utilities owed to Turuss, among other things. As you are well aware, pursuant to the Receivership Order dated September 18th, 2020 (the “**Receivership Order**”), a copy of which is attached for your reference, the Receiver has exclusive authority over the assets, undertakings and properties of Turuss which obviously includes the lands municipally known as 60 Industrial Park Road, Chesley, Ontario (the “**Lands**”), and all dealings associated with the Lands including the Bruce Power commercial lease. For your reference, paragraph 2 of the Receivership Order provides:

RECEIVER’S POWERS

2. 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:

...

- 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;**

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...

- r) **to take any steps reasonably incidental to the exercise of these powers** or the performance of any statutory obligations;

Your communications and demands upon Bruce Power are in direct violation of the Receivership Order. Our client takes this violation very seriously and such conduct will not be tolerated. You are to immediately cease all communications with Bruce Power (and any parties in relation to the Lands), failing which, our client will seek the appropriate relief from the Court which may include a contempt Order against you which can carry the sanction of imprisonment.

The Receiver has also not been able to locate any books and records of Turuss (the "**Books and Records**") in order to allow it to complete its duties pursuant to the Receivership Order. Given your role at Turuss, we refer you to paragraphs 4, 5, and 6 of the Receivership Order:

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. This Court orders **that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information** (the foregoing, collectively, the "Records") in that Person's possession or control, **and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access** to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. This Court orders that **if any Records are stored or otherwise contained on a computer or other electronic system of information storage**, whether by independent service provider or otherwise, **all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein** whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the



information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, **all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records** as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

We understand that you are the sole director of Turuss. In light of the foregoing, we hereby demand that you immediately make the Books and Records available to the Receiver. In addition to the foregoing, the Receiver is requesting all information relating to all the subsidiaries of Turuss (which may include Total Hardwood Flooring) (collectively, the “**Turuss Enterprise**”), and any information relating to any other operating locations for the Turuss Enterprise.

We request that you confirm to our office in writing your compliance of the above on or before October 9, 2020, failing which, the Receiver has instructed our office to take all appropriate legal action.

Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, or waiver of any of the Receiver’s rights or remedies, either at law or in equity, in connection with any of the matters addressed herein, all of which are expressly reserved.

We look forward to your early reply.

Yours truly,

Dentons Canada LLP

Robert J. Kennedy
Partner

RJK/dl

Attachment

APPENDIX "E"

Michael Litwack

From: Loberto, Daniel <daniel.loberto@dentons.com>
Sent: October 30, 2020 1:35 PM
To: Yang Jiang
Cc: Kennedy, Robert; Campbell, Amanda; Jerry Henechowicz; Michael Litwack
Subject: RE: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good afternoon Ms. Jiang,

The contacts at MNP are Jerry Henechowicz (Jerry.Henechowicz@mnp.ca) and Michael Litwack (michael.litwack@mnp.ca). Please provide the books and records as soon as possible.

Daniel



Daniel Loberto
Associate

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D +1 416 863 4760
daniel.loberto@dentons.com
[Bio](#) | [Website](#)

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From: Yang Jiang <jiangyang818@gmail.com>
Sent: Friday, October 30, 2020 1:30 PM
To: Loberto, Daniel <daniel.loberto@dentons.com>
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Hi Mr. Loberto,

I missed the email on October 5th.

Could you please provide me the contact information from MNP who is taking care of the books and records.

Thanks and regards,

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 上午11:09写道 :

Ms. Jiang,

We refer to the correspondence delivered to your attention on October 5, 2020; a copy is attached for your reference (the “**Correspondence**”). Our office has not yet received a reply from you with respect to this Correspondence.

As stated in the Correspondence, the Receiver has not been able to locate any books and records of Turuss to allow it to complete its duties pursuant to the Receivership Order dated September 18, 2020. **We hereby demand that you immediately make any books and records of Turuss available to the Receiver as soon as possible.** In addition to the foregoing, the Receiver is requesting all information relating to all the subsidiaries of Turuss (which may include Total Hardwood Flooring) (collectively, the “**Turuss Enterprise**”), and any information relating to any other operating locations for the Turuss Enterprise. If you fail to do so, the Receiver has instructed our office to take all appropriate legal action.

Your immediate attention is required.

Daniel Loberto



Daniel Loberto
Associate

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daniel.loberto@dentons.com
Bio | Website

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From: Campbell, Amanda <amanda.campbell@dentons.com>
Sent: Monday, October 5, 2020 11:44 AM
To: jiangyang818@gmail.com
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Loberto, Daniel <daniel.loberto@dentons.com>
Subject: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Ms. Jiang,

Please see the attached letter from Robert Kennedy.

Kind regards,

Amanda



Amanda Campbell

Legal Assistant to Robert Kennedy, Sara-Ann Van Allen and Mark Freaque

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D +1 416 863 4468
amanda.campbell@dentons.com
[Website](#)

Dentons Canada LLP
77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

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APPENDIX “F”

Michael Litwack

From: Yang Jiang <jiangyang818@gmail.com>
Sent: November 6, 2020 2:53 PM
To: Michael Litwack
Cc: Loberto, Daniel; Kennedy, Robert; Jerry Henechowicz
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good afternoon Mr. Litwack,

Apologies for the delay to reply regarding the books and records. My waist got really hurt last Sunday and I was not able to move in the previous days.

I am working the books and records today, and I have couple of questions regarding below:
bank statements- how many months you request?
Payroll records-Do you request Employee's payslips or Payroll summary of employees?
T4s- Do you request both T4 summary for employer and T4s for each different employee?

Thanks and regards,

YANG JIANG

Michael Litwack <Michael.Litwack@mnp.ca> 于2020年11月5日周四 下午1:58写道 :

Ms. Jiang,

The Receiver has not yet received any further communication from you with respect to the books and records of Turuss (Canada) Industry Co., Ltd. ("Turuss").

We demand that you immediately provide us with the books and records of Turuss, including, but not limited to the following:

- Bank statements;
- Financial statements (internally and externally prepared);
- Copies of annual income tax returns;
- Copies of provincial sales tax returns;
- Copies of any trust examination and assessment notices by the Canada Revenue Agency;
- Payroll records;
- Copies of any T4s and ROEs; and
- Access to, or a backup of, any digital accounting software used by Turuss.

Additionally, we require details of all business and operations of Turuss that was conducted outside of the premises at 1 Industrial Park Rd in Chesley, Ontario.

If needed, we can arrange for a courier to pickup physical records.

We expect your immediate attention to this matter and we require a response by no later than November 9th, 2020.

Sincerely,

Michael Litwack, JD, CIRP, LIT
MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589
111 Richmond Street West
Suite 300
Toronto, ON
M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>
Sent: October 30, 2020 1:43 PM
To: Loberto, Daniel <daniel.loberto@dentons.com>
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>; Michael Litwack <Michael.Litwack@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Thanks Mr. Loberto.

I will contact them regarding to provide the matters of books and records.

thanks

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 下午1:34写道 :

Good afternoon Ms. Jiang,

The contacts at MNP are Jerry Henechowicz (Jerry.Henechowicz@mnp.ca) and Michael Litwack (michael.litwack@mnp.ca). Please provide the books and records as soon as possible.

Daniel



Daniel Loberto
Associate

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daniel.loberto@dentons.com
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From: Yang Jiang <jiangyang818@gmail.com>
Sent: Friday, October 30, 2020 1:30 PM
To: Loberto, Daniel <daniel.loberto@dentons.com>
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Thanks and regards,

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 上午11:09写道 :

Ms. Jiang,

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Your immediate attention is required.

Daniel Loberto



Daniel Loberto

Associate

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daniel.loberto@dentons.com
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From: Campbell, Amanda <amanda.campbell@dentons.com>

Sent: Monday, October 5, 2020 11:44 AM

To: jiangyang818@gmail.com

Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Loberto, Daniel <daniel.loberto@dentons.com>

Subject: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Ms. Jiang,

Please see the attached letter from Robert Kennedy.

Kind regards,

Amanda

**Amanda Campbell**

Legal Assistant to Robert Kennedy, Sara-Ann Van Allen and Mark Freaque

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D +1 416 863 4468
amanda.campbell@dentons.com
Website

Dentons Canada LLP
77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larrain Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

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APPENDIX "G"

Michael Litwack

From: Oren Chaimovitch (Devry) <Oren.Chaimovitch@devrylaw.ca>
Sent: November 3, 2020 9:21 PM
To: Jerry Henechowicz; Michael Litwack
Cc: Tracey Mason
Subject: Receivership of Turuss (Canada) Industry Co., Ltd.
Attachments: Issued Statement of Claim.pdf

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Jerry and Michael,

We are lawyers for Emix Ltd., the landlord of Turuss (Canada) Industry Co., Ltd. o/a Total Hardwood Flooring at 1099 Kingston Road, Pickering. Turuss has been in default under its lease with our client for some time. Our client commenced an action against Turuss pursuant the attached statement of claim, not aware of the receivership.

Turuss seems to be open for business at the above-mentioned location. Our client has not yet terminated Turuss' lease. Will you be binging the rent current and paying rent going forward, or is our client free to terminate the lease for non-payment?

Please advise as to the claims procedure. I realize it is early in the process, but do you anticipate there being funds available for unsecured creditors?

Yours truly,

Oren Chaimovitch
Devry Smith Frank LLP
100-95 Barber Greene Road
Toronto, ON
M3C 3E9
Direct: 416-446-3342
Fax: 416-449-7071

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APPENDIX "H"



Electronically issued : 25-Sep-2020
Délivré par voie électronique : 25-Sep-2020
Oshawa

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

EMIX LTD.

Plaintiff

-and-

TURUSS (CANADA) INDUSTRY CO., LTD. operating as TOTAL HARDWOOD FLOORING and FORTUNE GATE TIMBER PRODUCTS INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM and \$2,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s) claim and \$100.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: September , 2020

Issued by _____
Local Registrar

Address of court office:
150 Bond Street East
Oshawa, Ontario L1G 0A2

TO: Turuss (Canada) Industry Co., Ltd. operating as Total Hardwood Flooring
1099 Kingston Rd Unit 6,
Pickering, ON L1V 1B5

AND TO: Turuss (Canada) Industry Co., Ltd. operating as Total Hardwood Flooring
2600 John Street Suite 206
Markham, ON L3R 3W3

AND TO: Fortune Gate Timber Products Inc.
1775 Sismet Road Unit 2
Mississauga, ON L4W 1P9

AND TO: Fortune Gate Timber Products Inc.
c/o Yang Jiang
18 Doncrest Road
Richmond Hill, ON L4B 1A2

**THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED
PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE**

1. The plaintiff claims the following as against the defendants:
 - (a) the sum of \$44,863.40 for arrears in rent and other charges owing up to and including September 1, 2020, pursuant to the terms of the lease more particularly described below;
 - (b) the sum of \$38,177.07, representing the next three (3) months' accelerated rent from October 1, 2020 to December 31, 2020 and applicable taxes owing pursuant to the terms of the lease more particularly described below;
 - (c) additional damages at the rate of \$12,725.69 per month for each month the rent owed is not paid;
 - (d) prejudgment interest at the rate of 7.45% per annum from the date each rent payment referred to in subparagraphs 1(a), 1(b) and 1(c) above is due but not paid to the date of payment or judgment and post-judgment interest thereafter at the rate of 7.45% per annum in accordance with the terms of the Lease or alternatively in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
 - (e) costs of this action on a substantial indemnity basis as well as all applicable tax; and
 - (f) such further and other relief as this Honourable Court deems just.

The Parties

2. The plaintiff, Emix Ltd. (the "Landlord"), is a corporation incorporated under the laws of the Province of Ontario, and was at all material times the landlord of the commercial property located at 1099 Kingston Road, Pickering, Ontario (the "Property").

3. The defendant, Turuss (Canada) Industry Co., Ltd. is a corporation incorporated under the federal laws of Canada, was formerly known as 7742053 Canada Inc., and operates under the firm name and style of Total Hardwood Flooring and was at all material times the Tenant under a Lease dated October 10, 2017 (the “Lease”) for Unit 6 of the Property (the “Demised Premises”).
4. The defendant, Fortune Gate Timber Products Inc. (the “Indemnifier”) is a corporation incorporated under the federal laws of Canada and is an indemnifier of the Lease.

The Lease

5. In or about May of 2011, a Lease was entered into between the Landlord, the Tenant and the Indemnifier (the “Lease” which term refers to the Lease as amended and renewed from time to time) for a premises in the Property known as Unit 7.
6. The Lease was renewed and amended by an agreement dated February 19, 2016 such that the subject premises of the lease was changed to the Demised Premises.
7. Some of the key terms of the Lease, as amended, include:
 - (a) The initial term of the Lease was for approximately 5 years to be fully completed on June 30, 2016;
 - (b) The Lease was renewed by the agreement dated February 19, 2016 such that the Lease is to be fully ended and completed on June 31, 2020 (the “Term”);
 - (c) The Basic Rent payable under the term of the Lease is an annual sum per square foot of the gross leasable area (the “Basic Rent”). The Basic Rent for the relevant period is as follows:

Year of Term	Price per sq.ft. of the Rentable Area of the Premises per annum	Yearly Basic Rent	Monthly Basic Rent
July 1, 2019- June 30, 2020	\$19.00	\$76,342.00	\$6,361.83
July 1, 2020- June 30, 2021	\$20.00	\$80,360.00	\$6,696.67

- (d) The Basic Rent under the Lease is payable in equal, consecutive, monthly instalments in advance on the first day of each month without deduction, abatement, set-off, or compensation together with applicable taxes;
- (e) It is a “Net Carefree Lease” to the Landlord and other amounts, comprising of charges, impositions, costs, expenses, taxes, maintenance charges, utilities and all other charges set out in the Lease (collectively “Additional Rent”), are payable to the Landlord monthly without deduction, abatement, set-off, or compensation.
- (f) Notwithstanding an early termination of the Lease, the Landlord shall be entitled to damages for loss of Rent suffered by reason of the Lease having been prematurely terminated; (B) the costs of recovering the Demised Premises; and (C) the payment of any cost and expenses of reletting including brokerage fees and solicitors fees and the costs of alterations and repairs.
- (g) In the event of default under the Lease by the tenant, the Landlord may require the next three (3) months' Rent and applicable taxes to become immediately due and payable.
- (h) If legal proceedings are brought for recovery of Rent, or because of a default by the Tenant, the Tenant will pay to the Landlord as Additional Rent on demand, its costs and expenses, including its solicitors' fees on a solicitor and his client's basis.
- (i) Interest accrues on unpaid Rent at the rate of 5% above daily prime bank commercial lending rate charged from time to time by the Landlord's bank (currently at 2.45%)

for a total of 7.45% per year, pro-rated from the due date of the date of payment, subject to annual compounding.

- (j) If any cheque given by the Tenant to the Landlord in payment of Rent is refused payment by the Tenant's bank for any reason, the Tenant shall immediately replace that cheque with a certified cheque or bank draft and shall pay, in addition, as Additional Rent, the sum of \$250.00 as a service charge to the Landlord.
- (k) In addition to any other remedy available to the Landlord at law or under the Lease, if the Tenant fails to make any payment of Rent on its due date, the Tenant shall pay as Additional Rent, to compensate the Landlord for any loss incurred as a result of such late payment, the greater of \$50 or 10% of the amount of the Rent overdue.

8. The combined monthly total of the Basic Rent and the Additional Rent (collectively "Rent") for the Premises was generally \$12,725.69 at the time of the breach of the Lease as set out below.

The Breach & Damages

- 9. Commencing in or around June of 2020, the Rent fell into arrears.
- 10. The Landlord delivered Notices of Rent Default including on or about August 10, 2020 and again on September 10, 2020.
- 11. The default was not remedied.

The Indemnity

- 12. On or about May of 2011, the Indemnifier executed an Indemnity Agreement in favour of the Landlord.
- 13. Pursuant to the Indemnity Agreement, forming part of the Lease, the Indemnifier as direct principal obligor agreed that at all times during the Term and any extension or renewal of the

Lease to be bound to the Landlord for performance of all obligations of the Tenant under the Lease and will indemnify and save harmless the Landlord against all or any losses which the Landlord may sustain as a result of any default by the Tenant under the Lease.

14. Accordingly, the Indemnifier is liable to the Landlord for payment of the Rent arrears and ongoing monthly Rent.

Damages

15. As at September 10, 2020, the total amount owing for unpaid Rent was the sum of \$83,040.47, made up of rent arrears of \$44,863.40 inclusive of applicable fees and taxes plus three months of accelerated Rent in the amount of \$38,177.07, inclusive of applicable taxes.
16. The Landlord claims further damages at the rate of \$12,725.69 per month for each month the rent owed is not paid from January 1, 2021 to June 30, 2021 and interest from the due date of the Rent payment at the rate of 7.45% per annum in accordance with the Lease
17. The Landlord pleads and relies upon the provisions of the *Commercial Tenancies Act*, R.S.O. 1990, c. C.17.

DATE OF ISSUE: September , 2020

DEVRY SMITH FRANK LLP

Lawyers & Mediators

Unit 100

95 Barber Greene Road,

Toronto, Ontario, M3C 3E9

Oren Chaimovitch (35403B)

(416) 446-3342

(416) 449-7071 fax

Lawyers for the Plaintiff

EMIX LTD.

Plaintiff

-and-

TURUSS (CANADA) INDUSTRY CO., LTD. ET AL

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at
OSHAWA

STATEMENT OF CLAIM

DEVRY SMITH FRANK *LLP*
Lawyers & Mediators
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

OREN CHAIMOVITCH
LSO #35403B

Tel.: (416) 449-1400

Fax: (416) 449-7071

oren.chaimovitch@devrylaw.ca

Lawyers for the plaintiff

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

SECOND REPORT OF THE RECEIVER

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)

Tel: (416) 367-6756

Fax: (416) 863-4592

robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)

Tel: (416) 863-4760

daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “E”

to the Third Report of the Receiver

Court File No. CV-20-00646729-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)



THE HONOURABLE)

JUSTICE GILMORE)

BETWEEN:)

TUESDAY, THE 10th

DAY OF NOVEMBER, 2020

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

ORDER
(Document Production)

THIS MOTION, made by MNP Ltd., in its capacity as the court appointed receiver (the "**Receiver**") of the assets, undertakings and properties (the "**Property**") of Turuss (Canada) Industry Co., Ltd. (the "**Debtor**"), appointed pursuant to the Order of the Honourable Justice Hainey, dated September 18, 2020 (the "**Receivership Order**"), for delivery of all physical and electronic books and records of the Debtor and related entities, and granting related relief, was heard this day by judicial videoconference via Zoom due to the COVID-19 pandemic.

ON READING the Second Report of the Receiver, dated November 9, 2020 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver and Yang Jiang (“**Ms. Jiang**”) on behalf of the Debtor:

SERVICE

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record is hereby abridged and validated and this Motion is properly returnable today.

DOCUMENT PRODUCTION

2. **THIS COURT ORDERS AND DIRECTS** Ms. Jiang to deliver to the Receiver on or before November 13, 2020, all physical and electronic books and records of the Debtor, and Fortune Gate Timber Products Inc. (“**Fortune Gate**”), hardwood flooring stores operating as Total Hardwood Flooring (“**Total Hardwood**”), Elite International Forest Ltd. (“**Elite**”) and Vidar Design Flooring (“**Vidar**”), all of which appear to be related to the Debtor and/or Ms. Jiang and appear to be carrying on aspects of the Debtor’s business (collectively, the “**Flooring Entities**”), including a complete accounting of all activities conducted by Total Hardwood. For greater certainty, the physical and electronic books and records include, but are not limited to, the following:

- (a) all contracts, correspondence and leases with tenants and landlords;
- (b) all bank statements and correspondence, including from September 1, 2019 onwards;
- (c) all financial statements (internally and externally prepared), including a full accounting of business conducted by the Debtor since the appointment of the Receiver;
- (d) copies of all annual income tax returns;
- (e) copies of all provincial sales tax returns;
- (f) creditor listing, including names of creditors and amounts owed to all secured creditors, unsecured creditors, utilities providers, government agencies and others;

- (g) employee information including T-4 documentation for each individual employee and summaries filed for 2018 and 2019, records of employment, and any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- (h) copies of any trust examination and assessment notices by the Canada Revenue Agency;
- (i) Harmonized Sales Tax filings including any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- (j) all payroll records, including individual pay stubs and the summaries for all of 2019 and 2020;
- (k) all benefit plan information;
- (l) access to any digital accounting software used by the Debtor (or access to a backup thereof);
- (m) access to all documentation and information with respect to all business and operations of the Debtor related to the industrial building and associated lands municipally known as 60 Queen Street North / 60 Industrial Park Road, Chesley, Ontario (collectively, the “Industrial Facility”), and the Flooring Entities;
- (n) all related party transaction documentation;
- (o) an accounting in respect of all amounts, including rent, received from Bruce Power L.P. with respect to the Industrial Facility; and
- (p) such other physical and electronic books and records as the Receiver consider necessary, acting reasonably.

3. **THIS COURT ORDERS AND DIRECTS** Ms. Jiang to attend for an examination under oath by the Receiver on 3 business days notice regarding the operations of the Debtor and Total Hardwood as well as the Debtor's relationship to and interests in the Flooring Entities.

RECEIVER'S ACTIVITIES AND REPORT

4. **THIS COURT ORDERS** that the Second Report and the activities and conduct of the Receiver reported therein be and are hereby approved.

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



NOV 10 2020

PILLAR CAPITAL CORP.

-and-

TURUSS (CANADA) INDUSTRY CO., LTD.

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

ORDER
(Document Production)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1
Fax: 416-863-4592

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “F”

to the Third Report of the Receiver

Campbell, Amanda


From: Loberto, Daniel <daniel.loberto@dentons.com>
Sent: November 17, 2020 10:36 AM
To: jiangyang818@gmail.com
Cc: Jerry Henechowicz; Michael Litwack; Kennedy, Robert
Subject: RE: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)
Attachments: Document Production Order of Justice Gilmore - November 10 2020.PDF

Ms. Jiang:

We refer you to the Document Production Order dated November 10th, 2020; a copy is attached for your reference. The order provides for a deadline of November 13, 2020 for you to deliver to the Receiver all physical and electronic books and records of Turuss (Canada) Industry Co., Ltd., Fortune Gate Timber Products Inc., Total Hardwood Flooring, Elite International Forest Ltd., and Vidar Design Flooring, including a complete accounting of all activities conducted by Total Hardwood.

This deadline has passed and the Receiver has still not received all books and records, specifically including the Quickbooks file. **We hereby demand that you provide the remaining books and records, including the Quickbooks file, by end of day.** If you fail to do so, the Receiver has instructed our office to take all appropriate legal action, including seeking an order holding you in contempt, which can carry the sanction of imprisonment.

Regards,

 **Daniel Loberto**
Associate

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D +1 416 863 4760
daniel.loberto@dentons.com
[Bio](#) | [Website](#)

Dentons Canada LLP
 77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

[Durham Jones & Pinegar](#) > [LEAD Advogados](#) > [Rattagan Macchiavello Arocena](#) > [Jiménez de Aréchaga, Viana & Brause](#) > [Lee International](#) > [Kensington Swan](#) > [Bingham Greenebaum](#) > [Cohen & Grigsby](#) > [Sayarh & Menjra](#) > [Larraín Rencoret](#) > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

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From: Yang Jiang <jiangyang818@gmail.com>
Sent: Friday, November 13, 2020 11:18 AM
To: Michael Litwack <Michael.Litwack@mnp.ca>
Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good morning Mr. Litwack,

As my waist remains in pain, I couldn't sit for a longer time as usual. I spend more time as usual to finish these works. Apologize for the delay. I am trying my best to forward you the quickbook up to date today. If I have any questions or concerns, I will let you know.

thanks and have a nice day.

Yang

YANG JIANG

Michael Litwack <Michael.Litwack@mnp.ca> 于2020年11月13日周五 上午9:39写道 :

Ms. Jiang,

As per your e-mail below, and our meeting held after the court hearing earlier this week, you were to provide the Turuss (Canada) Industry Co., Ltd. ("Turuss") Quickbooks file by no later than yesterday.

Further, as per the attached order of Justice Gilmore, by the end of day today, you are to provide all physical and electronic books and records of Turuss, Fortune Gate Timber Products Inc., Total Hardwood Flooring, Elite International Forest Ltd. and Vidar Design Flooring (together the "Flooring Entities"). The books and records are to include:

- a. all contracts, correspondence and leases with tenants and landlords;
- b. all bank statements and correspondence, including from September 1, 2019 onwards;
- c. all financial statements (internally and externally prepared), including a full accounting of business conducted by the Debtor since the appointment of the Receiver;
- d. copies of all annual income tax returns;
- e. copies of all provincial sales tax returns;
- f. creditor listing, including names of creditors and amounts owed to all secured creditors, unsecured creditors, utilities providers, government agencies and others;
- g. employee information including T-4 documentation for each individual employee and summaries filed for 2018 and 2019, records of employment, and any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- h. copies of any trust examination and assessment notices by the Canada Revenue Agency;
- i. Harmonized Sales Tax filings, including any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- j. all payroll records, including individual pay stubs and summaries for all of 2019 and 2020;
- k. all benefit plan information;
- l. access to any digital accounting software used;

- m. access to all documentation and information with respect to all business and operations of the Debtor related to the individual building and associated lands at 60 Industrial Park Road, Chesley, Ontario, and the Flooring Entities;
- n. all related party transaction documentation; and
- o. an accounting in respect of all amounts, including rent, received from Bruce Power L.P. with respect to 60 Industrial Park Rd

If you have any questions as to the information that is required then please let me know.

Regards,

Michael Litwack, JD, CIRP, LIT
MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589
111 Richmond Street West
Suite 300
Toronto, ON
M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>
Sent: November 9, 2020 8:02 PM
To: Michael Litwack <Michael.Litwack@mnp.ca>
Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good evening Michael,

Please see the attached documents requested:

1. Bank statements - From September 2019 onwards
2. Financial Statements- Internally prepared drafts only.
3. Payroll Records - you requested for each individual for the year 2019 and 2020.- PLEASE NOTE THAT YOU COULD FIND THE PAYROLL RECORDS FROM QUICKBOOKS.
4. Copies of T2- Please see the attached T2 returned for the year 2018. We haven't done the T2 return for the year 2019 yet.
5. Copies of T4s - Please see the attached T4s for individuals for the year 2018 and 2019, as well as the T4 Summary for the year 2018 and 2019.
6. Assessment notice from CRA- There was an assessment notice form CRA about the arrears of source deductions for year 2019. The payment has been paid in the middle of February and CRA processed the payment record on March 2nd, 2020. I made the highlight.
7. Turuss (Canada) using Quickbooks to do the bookkeeping. I need a bit more time to bring the bookkeeping up to date. I will forward to you within the next 2 days.

Regarding FORTUNE GATE TIMBER PRODUCTS Inc. ("Fortune Gate"), this is a related company, and I am the sole owner and director. Fortune Gate was the first registered company when the family started the flooring distribution business in Canada. As the restructure model and business needed, Fortune Gate was not included in the amalgamation when Turuss was doing restructure in December 2012. Fortune Gate moved all its inventory into Turuss (Canada) during the process of amalgamation, and since then Turuss (Canada) has taken the flooring distribution business. From the year 2017, Fortune Gate has NO business activities, however, there are some internal transactions between Turuss (Canada) and Fortune Gate as business operations are needed.

Regarding ELITE INTERNATIONALS FOREST Ltd., ("ELITE"). ELITE (operation as a business name of Vidar Design Flooring) is just a supplier for Total Hardwood Flooring. There are NO relations between ELITE and Turuss (Canada). Turuss (Canada) has subleased the location of unit 2-1775 sismet road, Mississauga, Ontario to ELITE starting from November 1st, 2018. The original lease agreement will be terminated on July 31st, 2021 between Turuss (Canada) and the Landlord. However, I have no idea whether there are any changes on terms or other matters after ELITE took the location. Turuss (Canada) completely stopped Flooring Wholesale distribution from January 2019, and ELITE agreed to take over all the employees who work in Mississauga location. And all the employees in Mississauga location agreed to continue working for ELITE as it was better to lay off by Turuss (Canada).

Regarding Total Hardwood Flooring. The operation of retail on flooring business located at 1099 Kingston Rd, Pickering is still under Turuss (Canada). Turuss (Canada) would be willing to close down this location as early as in the year 2018 actually, however, the lease terms will expire by the end of July 2021, and the landlord asked for too much compensation if we terminate the lease in 2018. Therefore we continue to run the retail selling flooring business there. This pickering location is difficult to lease out. We used to have another bigger unit in this plaza, and we switched to this existing unit in April 2016, the landlord took over a year to lease the

old unit we used to stay in. The retail business has been affected a lot by the COVID-19, and we are unable to pay the rent since July this year. All the purchasing and selling transactions are recorded in quickbooks, you will find all the details after I forward you the digital quickbooks copy. There are some unfinished transactions which customers paid deposits and we haven't delivered the products to the customers yet.

I will continue to provide you more documents.

If you have any questions, please let me know.

thanks

YANG JIANG

Michael Litwack <Michael.Litwack@mp.ca> 于2020年11月6日周五 下午5:19写道 :

Ms. Jiang,

Bank Statements - we are seeking the past 12 months, from September 1, 2019 onwards.

Payroll Records – individual pay stubs and the summaries should be provided for all of 2019 and 2020.

T4s – we require the T4s for each individual employee as well as a copy of any T4 summaries filed for 2018 as well as 2019.

Note that the order appointing the Receiver does not limit the time period for which the Receiver is to obtain the books and records of the company. Should it be required, the Receiver may seek to obtain additional records beyond the time periods noted above.

If Turuss (Canada) Industry Co., Ltd. was using a digital accounting software, such as Quickbooks or Sage, then we require a complete backup copy of the company's file.

We have also become aware that Turuss (Canada) Industry Co., Ltd. may have operations under the name of Total Hardwood Flooring. We will need an accounting of all business and operations that were conducted by Total Hardwood Flooring. Additionally, please advise as to the relationship between Turuss (Canada) Industry Co., Ltd, Fortune Gate Timber Products Inc. and Elite International Forest Ltd.

Sincerely,

Michael Litwack, JD, CIRP, LIT
MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589
111 Richmond Street West
Suite 300
Toronto, ON
M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>
Sent: November 6, 2020 2:53 PM
To: Michael Litwack <Michael.Litwack@mnp.ca>
Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good afternoon Mr. Litwack,

Apologies for the delay to reply regarding the books and records. My waist got really hurt last Sunday and I was not able to move in the previous days.

I am working the books and records today, and I have couple of questions regarding below:

bank statements- how many months you request?

Payroll records-Do you request Employee's payslips or Payroll summary of employees?

T4s- Do you request both T4 summary for employer and T4s for each different employee?

Thanks and regards,

YANG JIANG

Michael Litwack <Michael.Litwack@mp.ca> 于2020年11月5日周四 下午1:58写道 :

Ms. Jiang,

The Receiver has not yet received any further communication from you with respect to the books and records of Turuss (Canada) Industry Co., Ltd. ("Turuss").

We demand that you immediately provide us with the books and records of Turuss, including, but not limited to the following:

- Bank statements;
- Financial statements (internally and externally prepared);
- Copies of annual income tax returns;
- Copies of provincial sales tax returns;
- Copies of any trust examination and assessment notices by the Canada Revenue Agency;
- Payroll records;
- Copies of any T4s and ROEs; and
- Access to, or a backup of, any digital accounting software used by Turuss.

Additionally, we require details of all business and operations of Turuss that was conducted outside of the premises at 1 Industrial Park Rd in Chesley, Ontario.

If needed, we can arrange for a courier to pickup physical records.

We expect your immediate attention to this matter and we require a response by no later than November 9th, 2020.

Sincerely,

Michael Litwack, JD, CIRP, LIT

MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589

111 Richmond Street West
Suite 300
Toronto, ON
M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>

Sent: October 30, 2020 1:43 PM

To: Loberto, Daniel <daniel.loberto@dentons.com>

Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda

<amanda.campbell@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>; Michael Litwack

<Michael.Litwack@mnp.ca>

Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Thanks Mr. Loberto.

I will contact them regarding to provide the matters of books and records.

thanks

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 下午1:34写道 :

Good afternoon Ms. Jiang,

The contacts at MNP are Jerry Henechowicz (Jerry.Henechowicz@mnp.ca) and Michael Litwack (michael.litwack@mnp.ca). Please provide the books and records as soon as possible.

Daniel



Daniel Loberto

Associate

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D +1 416 863 4760
daniel.loberto@dentons.com
[Bio](#) | [Website](#)

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From: Yang Jiang <jiangyang818@gmail.com>

Sent: Friday, October 30, 2020 1:30 PM

To: Loberto, Daniel <daniel.loberto@dentons.com>

Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>

Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Hi Mr. Loberto,

I missed the email on October 5th.

Could you please provide me the contact information from MNP who is taking care of the books and records.

Thanks and regards,

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 上午11:09写道 :

Ms. Jiang,

We refer to the correspondence delivered to your attention on October 5, 2020; a copy is attached for your reference (the “**Correspondence**”). Our office has not yet received a reply from you with respect to this Correspondence.

As stated in the Correspondence, the Receiver has not been able to locate any books and records of Turuss to allow it to complete its duties pursuant to the Receivership Order dated September 18, 2020. **We hereby demand that you immediately make any books and records of Turuss available to the Receiver as soon as possible.** In addition to the foregoing, the Receiver is requesting all information relating to all the subsidiaries of Turuss (which may include Total Hardwood Flooring) (collectively, the “**Turuss Enterprise**”), and any information relating to any other operating locations for the Turuss Enterprise. If you fail to do so, the Receiver has instructed our office to take all appropriate legal action.

Your immediate attention is required.

Daniel Loberto



Daniel Loberto
Associate

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daniel.loberto@dentons.com
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From: Campbell, Amanda <amanda.campbell@dentons.com>
Sent: Monday, October 5, 2020 11:44 AM
To: jiangyang818@gmail.com
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Loberto, Daniel <daniel.loberto@dentons.com>
Subject: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Ms. Jiang,

Please see the attached letter from Robert Kennedy.

Kind regards,

Amanda



Amanda Campbell

Legal Assistant to Robert Kennedy, Sara-Ann Van Allen and Mark Freake

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D +1 416 863 4468
amanda.campbell@dentons.com
Website

Dentons Canada LLP
77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

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Campbell, Amanda

From: Loberto, Daniel <daniel.loberto@dentons.com>
Sent: December 2, 2020 9:01 AM
To: jiangyang818@gmail.com
Cc: Jerry Henechowicz; Michael Litwack; Kennedy, Robert
Subject: RE: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)
Attachments: Document Production Order of Justice Gilmore - November 10 2020.PDF; Notice of Motion (Contempt) - Yang Jiang v.2.DOCX
Importance: High

Ms. Jiang:

We refer to the Order of the Honourable Justice Gilmore, dated November 10, 2020 (“**Document Production Order**”). As part of the Document Production Order, there was a deadline of November 13, 2020 for you to deliver to the Receiver all physical and electronic books and records of Turuss (Canada) Industry Co., Ltd., Fortune Gate Timber Products Inc., Total Hardwood Flooring, Elite International Forest Ltd., and Vidar Design Flooring, including a complete accounting of all activities conducted by Total Hardwood. This deadline has passed and the Receiver has still not received all books and records as ordered pursuant to the Document Production Order.

We have prepared the attached Notice of Motion seeking a contempt Order. Your immediate attention is required.

We hereby demand that you provide the Receiver with the remaining books and records, including the Quickbooks file and all other information referenced in the Document Production Order, prior to December 4, 2020 at 5:00 p.m. (Toronto time) If you fail to do so, we will seek instructions to file the Notice of Motion and obtain the contempt Order. Note that the contempt Order will carry the sanction of imprisonment.

Regards,



Daniel Loberto
Associate

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From: Loberto, Daniel
Sent: Tuesday, November 17, 2020 10:36 AM
To: jiangyang818@gmail.com
Cc: Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>; Michael Litwack <Michael.Litwack@mnp.ca>; Kennedy, Robert <robert.kennedy@dentons.com>
Subject: RE: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Ms. Jiang:

We refer you to the Document Production Order dated November 10th, 2020; a copy is attached for your reference. The order provides for a deadline of November 13, 2020 for you to deliver to the Receiver all physical and electronic books and records of Turuss (Canada) Industry Co., Ltd., Fortune Gate Timber Products Inc., Total Hardwood Flooring, Elite International Forest Ltd., and Vidar Design Flooring, including a complete accounting of all activities conducted by Total Hardwood.

This deadline has passed and the Receiver has still not received all books and records, specifically including the Quickbooks file. **We hereby demand that you provide the remaining books and records, including the Quickbooks file, by end of day.** If you fail to do so, the Receiver has instructed our office to take all appropriate legal action, including seeking an order holding you in contempt, which can carry the sanction of imprisonment.

Regards,



Daniel Loberto
 Associate

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daniel.loberto@dentons.com
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From: Yang Jiang <jiangyang818@gmail.com>
Sent: Friday, November 13, 2020 11:18 AM
To: Michael Litwack <Michael.Litwack@mnp.ca>
Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good morning Mr. Litwack,

As my waist remains in pain, I couldn't sit for a longer time as usual. I spend more time as usual to finish these works. Apologize for the delay. I am trying my best to forward you the quickbook up to date today. If I have any questions or concerns, I will let you know.

thanks and have a nice day.

Yang

YANG JIANG

Michael Litwack <Michael.Litwack@mnp.ca> 于2020年11月13日周五 上午9:39写道 :

Ms. Jiang,

As per your e-mail below, and our meeting held after the court hearing earlier this week, you were to provide the Turuss (Canada) Industry Co., Ltd. ("Turuss") Quickbooks file by no later than yesterday.

Further, as per the attached order of Justice Gilmore, by the end of day today, you are to provide all physical and electronic books and records of Turuss, Fortune Gate Timber Products Inc., Total Hardwood Flooring, Elite International Forest Ltd. and Vidar Design Flooring (together the "Flooring Entities"). The books and records are to include:

- a. all contracts, correspondence and leases with tenants and landlords;
- b. all bank statements and correspondence, including from September 1, 2019 onwards;
- c. all financial statements (internally and externally prepared), including a full accounting of business conducted by the Debtor since the appointment of the Receiver;
- d. copies of all annual income tax returns;
- e. copies of all provincial sales tax returns;
- f. creditor listing, including names of creditors and amounts owed to all secured creditors, unsecured creditors, utilities providers, government agencies and others;
- g. employee information including T-4 documentation for each individual employee and summaries filed for 2018 and 2019, records of employment, and any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- h. copies of any trust examination and assessment notices by the Canada Revenue Agency;
- i. Harmonized Sales Tax filings, including any correspondence with the Canada Revenue Agency and any assessments and statements thereof;
- j. all payroll records, including individual pay stubs and summaries for all of 2019 and 2020;
- k. all benefit plan information;
- l. access to any digital accounting software used;
- m. access to all documentation and information with respect to all business and operations of the Debtor related to the individual building and associated lands at 60 Industrial Park Road, Chesley, Ontario, and the Flooring Entities;
- n. all related party transaction documentation; and
- o. an accounting in respect of all amounts, including rent, received from Bruce Power L.P. with respect to 60 Industrial Park Rd

If you have any questions as to the information that is required then please let me know.

Regards,

Michael Litwack, JD, CIRP, LIT

MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589

111 Richmond Street West

Suite 300

Toronto, ON

M5H 2G4

michael.litwack@mnp.ca

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MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>

Sent: November 9, 2020 8:02 PM

To: Michael Litwack <Michael.Litwack@mnp.ca>

Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>

Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

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Good evening Michael,

Please see the attached documents requested:

1. Bank statements - From September 2019 onwards
2. Financial Statements- Internally prepared drafts only.
3. Payroll Records - you requested for each individual for the year 2019 and 2020.- PLEASE NOTE THAT YOU COULD FIND THE PAYROLL RECORDS FROM QUICKBOOKS.

4. Copies of T2- Please see the attached T2 returned for the year 2018. We haven't done the T2 return for the year 2019 yet.
5. Copies of T4s - Please see the attached T4s for individuals for the year 2018 and 2019, as well as the T4 Summary for the year 2018 and 2019.
6. Assessment notice from CRA- There was an assessment notice form CRA about the arrears of source deductions for year 2019. The payment has been paid in the middle of February and CRA processed the payment record on March 2nd, 2020. I made the highlight.
7. Turuss (Canada) using Quickbooks to do the bookkeeping. I need a bit more time to bring the bookkeeping up to date. I will forward to you within the next 2 days.

Regarding FORTUNE GATE TIMBER PRODUCTS Inc. ("Fortune Gate"), this is a related company, and I am the sole owner and director. Fortune Gate was the first registered company when the family started the flooring distribution business in Canada. As the restructure model and business needed, Fortune Gate was not included in the amalgamation when Turuss was doing restructure in December 2012. Fortune Gate moved all its inventory into Turuss (Canada) during the process of amalgamation, and since then Turuss (Canada) has taken the flooring distribution business. From the year 2017, Fortune Gate has NO business activities, however, there are some internal transactions between Turuss (Canada) and Fortune Gate as business operations are needed.

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Regarding Total Hardwood Flooring. The operation of retail on flooring business located at 1099 Kingston Rd, Pickering is still under Turuss (Canada). Turuss (Canada) would be willing to close down this location as early as in the year 2018 actually, however, the lease terms will expire by the end of July 2021, and the landlord asked for too much compensation if we terminate the lease in 2018. Therefore we continue to run the retail selling flooring business there. This pickering location is difficult to lease out. We used to have another bigger unit in this plaza, and we switched to this existing unit in April 2016, the landlord took over a year to lease the old unit we used to stay in. The retail business has been affected a lot by the COVID-19, and we are unable to pay the rent since July this year. All the purchasing and selling transactions are recorded in quickbooks, you will find all the details after I forward you the digital quickbooks copy. There are some unfinished transactions which customers paid deposits and we haven't delivered the products to the customers yet.

I will continue to provide you more documents.

If you have any questions, please let me know.

thanks

YANG JIANG

Michael Litwack <Michael.Litwack@mp.ca> 于2020年11月6日周五 下午5:19写道 :

Ms. Jiang,

Bank Statements - we are seeking the past 12 months, from September 1, 2019 onwards.

Payroll Records – individual pay stubs and the summaries should be provided for all of 2019 and 2020.

T4s – we require the T4s for each individual employee as well as a copy of any T4 summaries filed for 2018 as well as 2019.

Note that the order appointing the Receiver does not limit the time period for which the Receiver is to obtain the books and records of the company. Should it be required, the Receiver may seek to obtain additional records beyond the time periods noted above.

If Turuss (Canada) Industry Co., Ltd. was using a digital accounting software, such as Quickbooks or Sage, then we require a complete backup copy of the company's file.

We have also become aware that Turuss (Canada) Industry Co., Ltd. may have operations under the name of Total Hardwood Flooring. We will need an accounting of all business and operations that were conducted by

Total Hardwood Flooring. Additionally, please advise as to the relationship between Turuss (Canada) Industry Co., Ltd, Fortune Gate Timber Products Inc. and Elite International Forest Ltd.

Sincerely,

Michael Litwack, JD, CIRP, LIT
MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589
111 Richmond Street West
Suite 300
Toronto, ON
M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>
Sent: November 6, 2020 2:53 PM
To: Michael Litwack <Michael.Litwack@mnp.ca>
Cc: Loberto, Daniel <daniel.loberto@dentons.com>; Kennedy, Robert <robert.kennedy@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

CAUTION: This email originated from outside of the MNP network. Be cautious of any embedded links and/or attachments.
MISE EN GARDE: Ce courriel ne provient pas du réseau de MNP. Méfiez-vous des liens ou pièces jointes qu'il pourrait contenir.

Good afternoon Mr. Litwack,

Apologies for the delay to reply regarding the books and records. My waist got really hurt last Sunday and I was not able to move in the previous days.

I am working the books and records today, and I have couple of questions regarding below:

bank statements- how many months you request?

Payroll records-Do you request Employee's payslips or Payroll summary of employees?

T4s- Do you request both T4 summary for employer and T4s for each different employee?

Thanks and regards,

YANG JIANG

Michael Litwack <Michael.Litwack@mp.ca> 于2020年11月5日周四 下午1:58写道 :

Ms. Jiang,

The Receiver has not yet received any further communication from you with respect to the books and records of Turuss (Canada) Industry Co., Ltd. (“Turuss”).

We demand that you immediately provide us with the books and records of Turuss, including, but not limited to the following:

- Bank statements;
- Financial statements (internally and externally prepared);
- Copies of annual income tax returns;
- Copies of provincial sales tax returns;
- Copies of any trust examination and assessment notices by the Canada Revenue Agency;
- Payroll records;
- Copies of any T4s and ROEs; and
- Access to, or a backup of, any digital accounting software used by Turuss.

Additionally, we require details of all business and operations of Turuss that was conducted outside of the premises at 1 Industrial Park Rd in Chesley, Ontario.

If needed, we can arrange for a courier to pickup physical records.

We expect your immediate attention to this matter and we require a response by no later than November 9th, 2020.

Sincerely,

Michael Litwack, JD, CIRP, LIT
 MANAGER, CORPORATE RECOVERY AND RESTRUCTURING

DIRECT 647.475.4589

111 Richmond Street West
 Suite 300
 Toronto, ON
 M5H 2G4
michael.litwack@mnp.ca
mnpdebt.ca



MNP PROUDLY CELEBRATES THE CANADIAN ENTREPRENEURIAL DRIVE

From: Yang Jiang <jiangyang818@gmail.com>
Sent: October 30, 2020 1:43 PM
To: Loberto, Daniel <daniel.loberto@dentons.com>
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>; Jerry Henechowicz <Jerry.Henechowicz@mnp.ca>; Michael Litwack <Michael.Litwack@mnp.ca>
Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

CAUTION: This email originated from outside of the MNP network. Be cautious of any embedded links and/or attachments.

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Thanks Mr. Loberto.

I will contact them regarding to provide the matters of books and records.

thanks

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 下午1:34写道 :

Good afternoon Ms. Jiang,

The contacts at MNP are Jerry Henechowicz (Jerry.Henechowicz@mnp.ca) and Michael Litwack (michael.litwack@mnp.ca). Please provide the books and records as soon as possible.

Daniel



Daniel Loberto

Associate

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 416 863 4760
daniel.loberto@dentons.com
Bio | Website

Dentons Canada LLP
77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

[Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to \[dentons.com/legacyfirms\]\(https://www.dentons.com/legacyfirms\)](#)

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From: Yang Jiang <jiangyang818@gmail.com>

Sent: Friday, October 30, 2020 1:30 PM

To: Loberto, Daniel <daniel.loberto@dentons.com>

Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Campbell, Amanda <amanda.campbell@dentons.com>

Subject: Re: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Hi Mr. Loberto,

I missed the email on October 5th.

Could you please provide me the contact information from MNP who is taking care of the books and records.

Thanks and regards,

YANG JIANG

Loberto, Daniel <daniel.loberto@dentons.com> 于2020年10月30日周五 上午11:09写道 :

Ms. Jiang,

We refer to the correspondence delivered to your attention on October 5, 2020; a copy is attached for your reference (the "**Correspondence**"). Our office has not yet received a reply from you with respect to this Correspondence.

As stated in the Correspondence, the Receiver has not been able to locate any books and records of Turuss to allow it to complete its duties pursuant to the Receivership Order dated September 18, 2020. **We hereby demand that you immediately make any books and records of Turuss available to the Receiver as soon as possible.** In addition to the foregoing, the Receiver is requesting all information relating to all the subsidiaries of Turuss (which may include Total Hardwood Flooring) (collectively, the "**Turuss Enterprise**"), and any information relating to any other operating locations for the Turuss Enterprise. If you fail to do so, the Receiver has instructed our office to take all appropriate legal action.

Your immediate attention is required.

Daniel Loberto



Daniel Loberto

Associate

Visit the [New Dynamic Hub](#), available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

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daniel.loberto@dentons.com
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From: Campbell, Amanda <amanda.campbell@dentons.com>
Sent: Monday, October 5, 2020 11:44 AM
To: jiangyang818@gmail.com
Cc: Kennedy, Robert <robert.kennedy@dentons.com>; Loberto, Daniel <daniel.loberto@dentons.com>
Subject: The Receivership Proceedings of Turuss (Canada) Industry Co., Ltd. (CV-20-00646729-00CL)

Ms. Jiang,

Please see the attached letter from Robert Kennedy.

Kind regards,

Amanda



Amanda Campbell

Legal Assistant to Robert Kennedy, Sara-Ann Van Allen and Mark Freake

Visit the **New Dynamic Hub**, available to our clients and communities as part of the commitment that Dentons, the world's largest law firm, is making across 75+ countries, to address accelerating change resulting from the pandemic.

D +1 416 863 4468
amanda.campbell@dentons.com
 Website

Dentons Canada LLP
 77 King Street West, Suite 400, Toronto-Dominion Centre Toronto, ON M5K 0A1 Canada

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

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Appendix “G”

to the Third Report of the Receiver

Clearwater: Premium known as a serial acquirer

■ FROM B1

Sipekne'katik First Nation is one of the participating communities in the deal.

"This is strictly a commercial transaction and our investment is completely separate from our commercial inshore and moderate livelihood fisheries," Mr. Paul said.

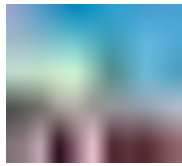
"We are still incredibly committed to our other fisheries and to our communities on the moderate livelihood fishery."

Clearwater had a market value of \$470-million at the end of trading Monday, and the acquisition price pegs Clearwater's total value, including debt, close to \$1-billion.

The purchase price represents a 14-per-cent premium to Clearwater's closing price Monday – and a 66-per-cent premium to Clearwater's weighted-average stock price before the strategic review was announced. The company's share price had fallen in recent years, and before the deal's announcement Clearwater was worth roughly half of its 2016 value.

Premium Brands has grown from a local purveyor of pork to a North American powerhouse that does business with Starbucks and controls more than 40 brands of meats and seafood. It also supplies The Keg and Boston Pizza restaurant chains.

The company is known as a serial acquirer that scoops up smaller businesses, such as Ober-to Sausage Co. and Buddy's Kitch-



Shareholders attend Clearwater Seafood's annual meeting in Halifax in May, 2017.

ANDREW VAUGHAN/
THE CANADIAN PRESS

en, and folds them into a larger conglomerate. Premium Brands' share price has soared 168 per cent over the past five years.

Over time, Premium Brands has shown its interest in acquiring seafood companies, having purchased Ready Seafood, Maine Coast, and recently Allseas Fisheries. While it is rare for a company of Clearwater's size to become available, there had been some apprehension from analysts about the acquisition after rumours of its spread over the past month.

"Premium Brand's balance sheet is in its best shape in more than two years," CIBC World Markets analyst John Zampano wrote in a recent note last week after the company reported strong quarterly earnings. "We support ongoing M&A, but believe that more attractive opportunities exist."

Many of Premium Brands' ac-

quisitions have been funded with debt, which has hurt its leverage levels in the past. To help allay any debt worries this time around, Premium Brands is selling \$200-million of new shares in a bought deal financing to help fund the Clearwater deal. Canada Pension Plan Investment Board has also agreed to purchase an additional \$50-million. CPPIB originally invested \$200-million in Premium Brands for a 7.1-per-cent stake in May, 2019.

The seven participating Mi'kmaq communities in Nova Scotia and Newfoundland and Labrador will be financing their portion of the deal through a \$250-million loan arranged by the First Nations Finance Authority, a not-for-profit organization established by the federal government and run by Indigenous groups to improve access to capital for First Nations communities.

Premium Brands did not return a request for comment, but in a statement chief executive officer George Paleologos said the company is "pleased to be playing a role in this historic opportunity to significantly enhance First Nations' participation in Canada's East Coast commercial fisheries." In a statement, Clearwater said the acquisition is supported by 64 per cent of shareholders.

With a report from Andrew Willis in Toronto

PREMIUM BRANDS (PBH)
CLOSE: \$98.30, DOWN \$2.65
CLEARWATER SEAFOODS (CLR)
CLOSE: \$7.21, UP 2¢

Carney supports giving investors annual votes on companies' climate plans

SIMON JESSOP
MATTHEW GREEN LONDON

United Nations envoy Mark Carney backed a push to make companies give investors an annual vote on their climate change strategies, saying on Monday that might prove more effective than "overly prescriptive" regulation.

Mr. Carney, who took a UN climate finance role after stepping down as Bank of England governor in March, said investors could have an automatic advisory vote on a company's plans to cut greenhouse gas emissions, in the same way they are involved in pay discussions.

"Rather than have authorities be overly prescriptive on plans, it may be desirable to have investors have a say on transition," Mr. Carney told a conference on climate finance in London. "This would establish a critical link between responsibility, accountability and sustainability," he added.

Last month, Spanish airports operator Aena became the first company to give shareholders an annual vote on its climate plans after pressure from hedge-fund investor Chris Hohn, founder of the TCI activist hedge fund.

Shareholders backed Aena's steps, which include ensuring that airports in its network will be energy self-sufficient – largely using solar – and carbon neutral by 2026.

Some in the asset-management industry say many investment companies have yet to assemble the expertise needed to subject climate plans to meaningful scrutiny.

But backers of such votes believe they can help ensure that companies take their climate commitments seriously, and see them as essential to fulfilling the goals of the 2015 Paris Agreement to slow climate change.

"Such votes should be automatically required," said Paul Simpson, chief executive of non-profit climate risk disclosure group CD2.

Catherine Howarth, CEO of investor group ShareAction, also backed such calls. "Where companies don't do so, investors should use their voting rights to force the issue," Ms. Howarth said.

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MEETING NOTICES

LOGICA VENTURES CORP.

Announces that it will be holding an Annual General and Special Meeting of its shareholders on December 18, 2020 at 10am. The Record Date for the meeting will be November 18, 2020.

FOR SALE
Approved Townhouse Development Site
9113-9125 BATHURST STREET | RICHMOND HILL

- Site area of 1.16 acres
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- 162.7 feet of frontage on Bathurst Street
- Within walking distance to retail amenities & grocery stores

Please contact: Trevor Henke*
trevor.henke@cushwake.com
Dan Rogers**
dan.rogers@cushwake.com

Jeff Lever*
jeff.lever@cushwake.com

CUSHMAN & WAKEFIELD
416 862 1800

* Broker, Sales Representative Cushman & Wakefield LLC, Brokerage

COMMERCIAL RENTAL PROPERTY ACQUISITION OPPORTUNITY
340,000 SQ.FT. INDUSTRIAL BUILDING

MNP Ltd., in its capacity as court-appointed receiver and manager (the "Receiver") of Turuss (Canada) Industry Co., Ltd. ("Turuss") is inviting offers to purchase a 340,000 sq. ft. industrial building located on 34 acres at 60 Industrial Park Road, Chesley, Ontario. Approx. 55% of the building is leased to a regional utility company.

The deadline for submission of offers in the Receiver's prescribed form is 5:00 PM Toronto time, January 17, 2021.

A Confidential Information Memorandum, proposed form of agreement of purchase and sale, and access to an online data room will be provided upon execution of a confidentiality and non-disclosure agreement as well as other information regarding this proceeding is available at www.mnpdelt.ca/turuss.

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

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David Lieberman, MBA
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416-924-4013
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Broker/1st
416-436-4117
jonah.hittner@avisonyoung.com

Neil Mussewhite
Broker/1st
289-795-4430
neil.mussewhite@avisonyoung.com

Eamonn McConnell
Broker/1st
416-574-4890
eamonn.mcconnell@avisonyoung.com

For Sale
20 Miller Drive, Ancaster

- Draft plan approved 22 single detached lots
- +1966 feet of frontage
- Full site, mature neighbourhood, affluent market

John Bar*
226-956-9080
john.bar@avisonyoung.com

Bob Busch*
226-956-9020
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TENDERS

INVITATION FOR OFFERS TO PURCHASE FUTURE REVENUE STREAMS & ROYALTIES

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Liquidator (the "Liquidator") of Novelon Therapeutics Inc. ("Novelon") is seeking offers to purchase Novelon's rights, title and interest in future revenue streams and royalties from 1) the development of a non-invasive punctal plug delivery system platform to treat ocular diseases, 2) Zuretinol products involved in the treatment of Inherited Retinal Disease, and 3) Visudyne, a drug used in photodynamic therapy.

The deadline to submit an offer is 5 o'clock pm Pacific Standard Time on Tuesday, December 15, 2020.

The invitation for offers and confidentiality agreement are available at www.alvarezandmarsal.com/novelon or are available by contacting the Liquidator's representative, Nishant Virmani (nvirmani@alvarezandmarsal.com), by telephone at 604.639.0850 or by fax at 604.638.7441.

Alvarez & Marsal Canada Inc., in its capacity as court-appointed liquidator of Novelon Therapeutics Inc.
Commerce Place
400 Burrard Street, Suite 1680
Vancouver, B.C. V6C 3A6

DIVIDENDS

NOTICE

is hereby given that the Board of Directors of Norbord Inc. has declared a dividend on November 4, 2020 in the amount of C \$0.60, payable on December 21, 2020 to shareholders of record on December 1, 2020.

centerra GOLD

DIVIDEND NOTICE

Notice is hereby given that the Board of Directors of Centerra Gold Inc. has declared a dividend of Cdn\$0.05 per common share payable on December 4, 2020 to shareholders of record on November 20, 2020.

The dividend is an eligible dividend for Canadian income tax purposes.

By Order of the Board of Directors
Yousef Rehman
General Counsel
Toronto, Ontario
November 9, 2020

Report on Business TO SUBSCRIBE, CALL 1-800-387-5400 | TGAM.CA/SUBSCRIBE

MEETING NOTICES

Notice of Meeting

Notice is hereby given that the following meeting of shareholders has been declared.

Issuer	Type	Record Date	Meeting Date	Meeting Location
Headwater Exploration Inc.	Special	November 17, 2020	December 21, 2020	Calgary, Alberta

CALL 1-800-387-5400
TGAM.CA/SUBSCRIBE

Britain's Arcadia files for bankruptcy protection

U.K. retailer fails to secure emergency loan to cover losses, putting thousands of jobs at risk

PAUL WALDIE
EUROPE CORRESPONDENT
LONDON

One of Britain's largest retailers, Arcadia Group, has filed for bankruptcy protection, putting 15,000 jobs at risk and further damaging the country's already rattled economy.

Arcadia owns around 2,500 outlets in Britain and 34 other countries, including Canada, which trade under several brand names such as Dorothy Perkins and Topshop. The London-based company failed to secure a £50-million (\$86-million) emergency loan on Monday, leaving it with few options to avoid seeking protection from creditors. Most stores are expected to keep operating while Arcadia looks for a buyer.

"The impact of the COVID-19 pandemic including the forced closure of our stores for prolonged periods has severely impacted on trading across all of our brands," Arcadia chief executive Ian Grabiner said in a statement late Monday. "In the face of the most difficult trading conditions we have ever experienced, the obstacles we encountered were far too severe."

Arcadia's financial woes mark another setback for flamboyant retailer Sir Philip Green, 68, whose fashion empire has crumbled in recent years. It's also a devastating blow to Britain's retail sector, which has been pummeled by the COVID-19 pandemic.

Few European countries have been hit harder by the disease than Britain, and retailers have struggled to stay in business amid two national lockdowns and tight restrictions on social movements. Last week, the government said Britain was on track to record its worst recession in more than 300 years.

The Centre for Retail Research has estimated nearly 21,000 stores will close this year, and 158,000 retail jobs have been lost in 2020, the most since the 2008 financial crisis.

The collapse of Arcadia could have far-reaching repercussions. Along with more than 500 stand-alone stores in Britain, the company also operates around 300 shops within Debenhams stores, which is facing potential liquidation. The 240-year-old Debenhams chain filed for bankruptcy protection in April and it has been negotiating a possible sale to rival JD Sports. That deal looks in doubt given Arcadia's financial plight. In the deal folds, Debenhams' 124 stores and 12,000 employees will be at risk.

Arcadia's filing could also affect the efforts of the Canada



People walk by the flagship Topshop store in London on Monday. Arcadia owns around 2,500 outlets in Britain and 34 other countries, including Canada, which trade under brand names including Topshop. NATT DUNHAM/ASSOCIATED PRESS

Pension Plan Investment Board to recover a £250-million loan it made in 2017 to British shopping mall giant Intu Properties PLC. Intu filed for bankruptcy protection in June and the CPPIB's loan is secured against the company's Trafford Centre in Manchester, one of the largest shopping malls in Britain.

The pension fund has been keen to see the mall sold so it can recoup the loan, but the sale process has been thrown into question. Arcadia has five stores in the Trafford Centre, which also has a Debenhams.



The impact of the COVID-19 pandemic including the forced closure of our stores for prolonged periods has severely impacted on trading across all of our brands. In the face of the most difficult trading conditions we have ever experienced, the obstacles we encountered were far too severe.

IAN GRABINER
ARCADIA CEO

A spokesman for CPPIB declined to comment on Monday.

For Sir Philip, Arcadia's troubles likely signal the end of his stunning 50-year career in the fashion world. Born in South London, Sir Philip quit school at 16 to work in his family's business selling electronics and cars. He soon struck out on his own and began buying and selling fashion labels. His big break came in 1985 when he picked up a struggling blue jeans business called Jean Jeanie for about £65,000 and turned it around by slashing costs and sourcing directly from China. He sold the company a year later for £7-million.

That became a formula for Sir Philip, and by 2002 he'd spent

more than £1-billion buying and transforming department store chain BHS Ltd. and Arcadia. Those deals catapulted Sir Philip into the upper echelon of British retail and he was knighted in 2006 by then-prime minister Tony Blair.

As his empire grew, Sir Philip's lifestyle became ever more outlandish. He relocated to Monaco for tax purposes and commuted to London in a private jet, holding court in the five-star Dorchester hotel or on his US\$100-million yacht.

His birthday parties became legendary for their extravagance and guest lists, which included Hollywood stars Gwyneth Paltrow and Leonardo DiCaprio. He's also been serenaded in private performances by Tom Jones, Rod Stewart, Earth, Wind and Fire, and Stevie Wonder.

Shortly after buying Arcadia, he transferred control of the company to his wife, Tina, who is also based in Monaco. The transfer meant when Arcadia paid a £3.2-billion dividend in 2005, the Greens took most of the money and paid no tax in Britain.

But as his fame grew, his empire cracked. The cost-cutting and lack of investment took a toll especially in the face of aggressive online retailers such as Boohoo Group.

He unloaded BHS in 2015 for £1 and the chain collapsed a year later, leaving 11,000 people out of work and a £571-million hole in the pension plan. The pension shortfall prompted a parliamentary investigation and calls for Sir Philip to be stripped of his knighthood.

He apologized in 2017 and agreed to put £383-million into the pension plan.

Retail analyst Richard Hyman said Arcadia has been badly managed for years and the pandemic was the last straw.

"This is like someone who's got several terminal illnesses and then gets a bad cold and dies," he said.

"Eventually their deficiencies in retail terms, in branding terms, in relevance terms, has caught up with them."

S&P Global to acquire IHS Markit in \$44-billion deal

MICHELLE CHAPMAN

S&P Global Inc. is buying IHS Markit Ltd. in a US\$44-billion all-stock deal that joins two of the largest data providers to Wall Street.

Data collection has become pivotal on Wall Street as algorithms and high-speed trading overtake the traditional picking of stocks. Growth has been explosive for companies that do it well.

IHS and Markit joined just four years ago to create a US\$19-billion company. The company is now worth close to US\$37-billion.

The newcomer IHS Markit is being acquired by a company with roots dating back to the 19th century, when Henry Varman Poor published the *History of the Railroads and Canals of the United States* to provide transparency for investors.

IHS Markit, based in London, has more than 50,000 business and government customers, including 80 per cent of the Fortune Global 500 and the world's leading financial institutions.

Each share of IHS Markit common stock will be exchanged for a fixed ratio of 0.2838 shares of S&P Global stock. Current S&P Global shareholders will own approximately 97.75 per cent of the combined company, while shareholders of IHS Markit, based in London, will own about 22.25 per cent. The transaction puts IHS Markit's enterprise value at US\$4.4-billion, including US\$4.8-billion of debt.

The combined company will be headquartered in New York, where S&P Global is based, with a substantial presence in key global markets across North America, Latin America, EMEA and Asia Pacific.

Douglas Peterson, chief executive of S&P Global, will hold that title at the combined company. Lance Uggla, chairman and CEO of IHS Markit, will become a special adviser to the company for a year after the deal closes.

The transaction is expected to close in the second half of next year. It needs the approval of both companies' shareholders.

ASSOCIATED PRESS

S&P GLOBAL (SPGI)
CLOSE: US\$351.78, UP US\$10.21
IHS MARKIT (INFO)
CLOSE: US\$99.46, UP US\$6.88



People pass the New York Stock Exchange on Monday. S&P Global's acquisition of IHS Markit is expected to close in the second half of 2021. ANGELA WEISS/AFP VIA GETTY IMAGES

BOMBARDIER NAMES VETERAN EXECUTIVE AS CHIEF FINANCIAL OFFICER

Bombardier Inc. has named veteran executive Bart Demosky as chief financial officer, effective immediately.

The company says Mr. Demosky replaces John Di Bert, who will be leaving the company. Mr. Demosky joins Bombardier after serving in senior roles at some of the biggest names in Corporate Canada. He has served as the chief executive of Universal Rail Systems Inc., chief financial officer for Canadian Pacific Railway and chief financial officer for Suncor Energy. Bombardier has been working to transform itself from a maker of trains and aircraft into a company focused on business jets. The company is expected to complete the sale of its railway division to French company Alstom early next year. THE CANADIAN PRESS

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COMMERCIAL RENTAL PROPERTY ACQUISITION OPPORTUNITY

340,000 SQ.FT. INDUSTRIAL BUILDING

MNP Ltd., in its capacity as court-appointed receiver and manager (the "Receiver") of Torus (Canada) Industry Co., Ltd. ("Torus") is inviting offers to purchase a 340,000 sq. ft. industrial building located on 34 acres at 60 Industrial Park Road, Chesley, Ontario. Approx. 55% of the building is leased to a regional utility company.

The deadline for submission of offers in the Receiver's prescribed form is 5:00 PM Toronto time, January 11, 2021.

A Confidential Information Memorandum, proposed form of agreement of purchase and sale, and access to an online data room will be provided upon execution of a confidentiality and non-disclosure agreement as well as other information regarding this proceeding is available at www.mnpdebt.ca/torus.

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

MNP LTD
LICENCED INSOLVENCY TRUSTEE
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Toronto ON Canada M5H 2G4
www.mnpdebt.ca

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LEGALS

TO: ALL CREDITORS AND OTHER AFFECTED PARTIES

TAKE NOTICE that on November 13, 2020, the Ontario Superior Court of Justice (Commercial List) ordered, pursuant to section 270 of the Bankruptcy and Insolvency Act, that the bankruptcy proceedings commenced in respect of Ms. Li Ye pursuant to the Hong Kong Bankruptcy Ordinance (Cap 6) before the High Court of the Hong Kong Special Administrative Region Court Of First Instance in Hong Kong be recognized as a "foreign main proceeding".

The contact details for the bankruptcy trustees and Foreign Representatives of Ms. Li Ye in respect of the Hong Kong Bankruptcy Proceeding are as follows:

Messrs. Osman Mohammed Arab and Wong Kwok Keung
Joint and Several Trustees in Bankruptcy of the property of Li Ye
c/o RSM Corporate Advisory (Hong Kong) Limited

29th Floor, Lee Garden Two
28 Yun Ping Road, Causeway Bay
Hong Kong
Attention: Ms. Kate Tang

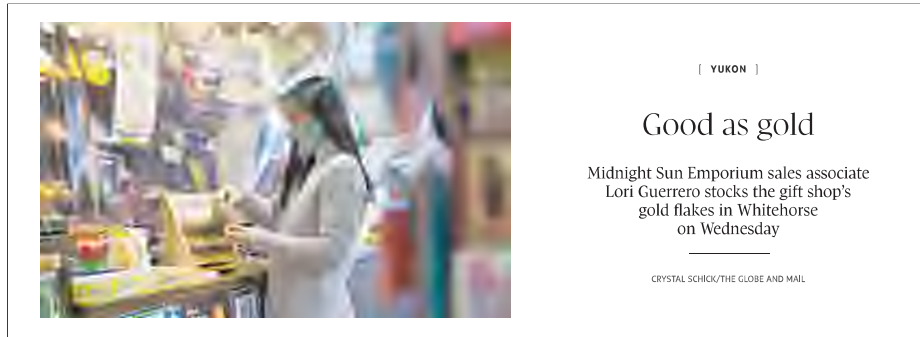
Tel: +852 2583 1313
Email: cas@rsmhk.com

The contact details for Canadian legal counsel to the bankruptcy trustees and foreign representatives are as follows:

MILLER THOMSON LLP
Scotia Plaza, 40 King Street West, Suite 5000
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Craig A. Mills
Tel: 416.595.8596
Fax: 416.595.8695
Email: cmills@millerthomson.com





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CRYSTAL SCHICK/THE GLOBE AND MAIL

Broadcasting bill could spell end of ownership requirements

MICHAEL GEIST

OPINION

Holds the Canada Research Chair in Internet and E-commerce Law at the University of Ottawa, Faculty of Law

The debate over the federal government's plan to reform the Broadcasting Act has focused primarily on new regulations for internet streaming services such as Netflix and Disney+. Those services face the prospect of mandatory payments to support Canadian film and television production, rules to make Canadian content more "discoverable" and requirements to turn over confidential corporate information to the broadcast regulator. While Canadian Heritage Minister Steven Guilbeault has told the House of Commons that the bill seeks to safeguard cultural sovereignty, the reality is that it represents a surrender of Canadian ownership and control over the broadcasting system.

The current Broadcasting Act begins with a declaration of Canadian broadcast policy, identifying at least 20 different priorities

that range from access to both English and French programming to the role of the CBC. At the top of the list is Canadian ownership, affirming "the Canadian broadcasting system shall be effectively owned and controlled by Canadians." Yet Mr. Guilbeault's bill discards the provision and removes any reference to Canadian ownership and control in the law.

The government has responded to concerns about the change in approach by arguing the basis for Canadian ownership requirements comes not from a long-standing government direction that non-Canadians are ineligible to hold broadcast licences. That direction has been implemented in multiple decisions by the Canadian Radio-television and Telecommunications Commission (CRTC). However, the direction could easily change with a different government and the resulting CRTC approach would look to a new Broadcasting Act with no reference to Canadian ownership for guidance.

That suggests there is a clear link between the change in poli-

cy and the possibility of foreign ownership of the Canadian broadcasting system. But the beginning of the end of the Canadian ownership and control requirements is about far more than legal or procedural developments. Rather, the government has effectively acknowledged that by mandating that foreign streaming services be part of—and contribute to—the Canadian broadcast system, that system can no longer be effectively owned and controlled by Canadians.

Mr. Guilbeault maintains that the removal of the policy is immaterial since licensing requirements still apply to broadcasters and can be used to ensure that they remain in Canadian hands. Yet the obvious trajectory of the new Canadian system is to shift away from the licensing system. Broadcasters in the licensed world will increasingly look at the unlicensed internet world that is free from foreign investment restrictions and conclude that they prefer the unlicensed system.

The issue could become particularly acute if Canadian broadcasters are forced to compete with the large foreign players for

Canadian content as all participants race to meet their regulatory Canadian content requirements. The disadvantages of remaining Canadian-owned might mean that broadcasters consider surrendering their licences in favour of switching to streaming-only services that remain unlicensed and have the advantage of no foreign ownership limitations.

As a result, the Canadian market is likely to feature an increasingly prominent foreign ownership presence, not only in the form of foreign streamers, but also Canadian-originated streamers that become foreign-controlled through new investment. While the largest broadcasters may hold out given the regulatory advantages granted to licensed broadcasters over streaming services, they could respond by lobbying the government to remove the remaining restrictions, resurfacing old arguments about a "level playing field" and claiming that the licensed system cannot compete against unlicensed domestic and foreign streaming services that can access capital from anyone in the world.

The irony is that there are via-

ble alternatives that would allow the government to maintain the long-standing Canadian ownership principles and still ensure that Canada benefits from the presence of foreign streaming companies. The government could guarantee more revenue for Canadian productions from companies such as Netflix through tax policy, including mandating the collection and remission of sales taxes. It could also use existing tax credit policies that are an essential part of the production sector to mandate that recipients meet new requirements on promotion and adjust current eligibility requirements to make investment by foreign services in Canada even more attractive.

In other words, rather than seeking to shoehorn internet streamers into the broadcast system despite obvious differences and significant repercussions, it could rethink the evident blunders in the latest reform bill. Staying on the current path spells the end of Canadian ownership and control of the broadcasting system as a policy priority, and it opens the door to its end as market reality as well.

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LEGALS

SETTLEMENT REACHED IN LINEAR RESISTORS PRICE-FIXING CLASS ACTIONS

A proposed settlement valued at CAD \$2,350,000 has been reached with the Panasonic defendants to the class actions.

If you are a Canadian resident who purchased a linear resistor or a product containing linear resistors (like computers, smartphones, gaming consoles, home appliances and televisions, among other products) between July 9, 2003 and September 14, 2015, **your rights may be affected by this settlement.**

WHAT HAPPENS NOW?

The settlement must be approved by the Courts. The settlement amount, minus class counsel fees, disbursements and applicable taxes, will be held in an interest-bearing trust account for the benefit of class members pending further recoveries. The case continues against several other companies. As a result, no money is being distributed at this time.

If you are a class member that wants to be included in the class actions, **you do not need to do anything.** If you wish to comment or object to the settlement, or if you do not want to be included in this class action and wish to opt-out you must do so by **January 29, 2021 at the latest.** Consult the website or phone number below for more details.

For more information, please visit:
<https://www.foremancompany.com/linear-resistors>, or call: 1-855-814-4575 ext. 106

MEETING NOTICES

Norbord Inc.

Notice of Meeting and Record Dates

Notice is hereby given that a record date of December 11, 2020 has been set for a special meeting of the holders of Norbord Inc.'s common shares to be held on January 19, 2021.

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*As at November 26th, 2020

COMMERCIAL REAL ESTATE

COMMERCIAL RENTAL PROPERTY ACQUISITION OPPORTUNITY 340,000 SQ. FT. INDUSTRIAL BUILDING

MNP Ltd., in its capacity as court-appointed receiver and manager (the "Receiver") of Turuss (Canada) Industry Co., Ltd. ("Turuss") is inviting offers to purchase a 340,000 sq. ft. industrial building located on 34 acres at 60 Industrial Park Road, Chesley, Ontario. Approx. 55% of the building is leased to a regional utility company.

The deadline for submission of offers in the Receiver's prescribed form is 5:00 PM Toronto time, January 11, 2021.

A Confidential Information Memorandum, proposed form of agreement of purchase and sale, and access to an online data room will be provided upon execution of a confidentiality and non-disclosure agreement as well as other information regarding this proceeding is available at www.mnpdelt.ca/turuss.

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

MNP LICENCED INSOLVENCY TRUSTEE
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For more information, please contact:
Nicholas Kendrick** Kelly Avison, A.A.C.I.**
+1 416 359 2441 +1 416 673 4030
Matthew Rakhit** Tanya Kofoljan**
+1 416 359 2817 +1 647 252 4165

CUSHMAN & WAKEFIELD
*Broker/Sales Representative

DIVIDENDS

Dividends

Notice is hereby given that the following dividends have been declared.

Issuer	Issue Date	Record Date	Payable Date	Rate
Hammond Power Solutions Inc.	Class A Subordinate Voting	Dec. 10, 2020	Dec. 17, 2020	\$0.085
Hammond Power Solutions Inc.	Class B Common	Dec. 10, 2020	Dec. 17, 2020	\$0.085

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Appendix “H”

to the Third Report of the Receiver

Court File No.: CV-20-00646729-00CL

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

BETWEEN:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

AFFIDAVIT OF JERRY HENECHOWICZ

(Sworn January 5, 2021)

I, Jerry Henechowicz, of the City of Markham, in the Province of Ontario,


MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President and a licensed Trustee with MNP Ltd. the Court-appointed receiver and manager (the “**Receiver**”) of Turuss (Canada) Industry Co., Ltd. (the “**Company**”) and as such 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. The Receiver was appointed, without security, of the assets, property and undertaking of the Company by Order of the Honourable Justice Hainey dated September 18, 2020.
3. The Receiver has prepared Statements of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period of

August 6 to December 21, 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 the Statements of Account. The average hourly rate in respect of the account is \$442.02.
- 5. This Affidavit is made in support of a motion to, *inter alia*, approve the fees and disbursements of the Receiver and its accounts.
- 6. Due to the circumstances of the COVID-19 pandemic, I am unable to be physically present to swear this Affidavit. I, however, was linked by way of video technology to the Commissioner commissioning this document.

SWORN before me by)
 videoconference at the City of)
 Markham, in the Province of Ontario)
 this 5th day of January, 2021.)



 A Commissioner, etc.



JERRY HENECHOWICZ

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me by video conference

This 5th day of January, 2021

A handwritten signature in blue ink, appearing to be "D. H.", is written over a horizontal line. The signature is stylized and cursive.

Commissioner for taking Affidavits, etc

**RECEIVERSHIP OF TURUSS (CANADA) CO. LTD.
SUMMARY OF STATEMENTS OF ACCOUNT OF
MNP LTD IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR
FOR THE PERIOD AUGUST 6 TO DECEMBER 21, 2020**

MNP INVOICE	DATE	HOURS	FEEs	DISBURSEMENTS	HST	TOTAL
9540978	29-Nov-2020	242.40	\$ 108,266.50	\$ 588.10	\$ 14,151.10	\$ 123,005.70
9580055	02-Jan-2021	84.70	36,318.00	777.40	4,822.40	41,917.80
		327.10	\$ 144,584.50	\$ 1,365.50	\$ 18,973.50	\$ 164,923.50

Average Hourly Rate \$ 442.02

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me video conference

This 5th day of January, 2021

A handwritten signature in blue ink, appearing to be "D. [unclear]", is written over a horizontal line. A vertical line is positioned to the right of the signature.

Commissioner for taking Affidavits, etc

Invoice

Invoice Number : 9540978 **Client Number :** 0835555
Invoice Date : Nov 29 2020 **Invoice Terms :** Due Upon Receipt

Turuss (Canada) Industry Co., Ltd.
 c/o MNP Ltd.
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional Services as Court Appointed Receiver and Manager of Turuss
 (Canada) Industry Co., Ltd. for the period ended November 15, 2020 as set
 out on the attached time and billing summary 108,854.60

Harmonized Sales Tax : 14,151.10

Total (CAD) : 123,005.70

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 TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
06-Aug-2020	Jessie Hue	0.40	PPSA searches for Turuss (Canada) Industry Co., Ltd. and 10936782 Canada Inc.
08-Aug-2020	Jerry Henechowicz	1.00	Preparation for and initial call with Pillar Capital to review needs for appointment and related issues
10-Aug-2020	Jerry Henechowicz	0.70	Conflict check, review of issues, email to Pillar and follow up
10-Aug-2020	Jessie Hue	0.80	PPSA searches for Turuss (Canada) Industry Co., Ltd. and 10936782 Canada Inc. Setup client code in MPM and electronic folder set up. Updated MPM with referral. Prepare conflict check.
11-Aug-2020	Jessie Hue	0.40	Prepare the client acceptance forms.
12-Aug-2020	Jerry Henechowicz	0.50	Preparation for and strategy call with Dom Glavota, Gowlings
12-Aug-2020	Michael Litwack	0.80	Preparation of engagement letters
14-Aug-2020	Jerry Henechowicz	0.80	Preparation for and update call with Pillar on the enforcement strategy
27-Aug-2020	Jerry Henechowicz	1.10	Update call with Thomas Gertner re: asset sales and appraisals, calls with liquidators re potential sale of residual equipment on site
31-Aug-2020	Jerry Henechowicz	0.70	Calls with liquidators, call with Gowlings re planning strategy, arranging site visits, initial review of repayment agreement
31-Aug-2020	Michael Litwack	0.50	Meeting w/ J Henechowicz; Calls w/ property manager; Calls and emails w/ G Schoniker (Asset Services).
01-Sep-2020	Jerry Henechowicz	0.50	Preliminary review of applicaiton materials and calls with Liquidators
01-Sep-2020	Michael Litwack	3.00	Attendance at premises to meet w/ property manager and appraiser; site tour; Call w/ J Henechowicz; Prepared memo to file on attendance.
02-Sep-2020	Jerry Henechowicz	2.30	Review of process, draft orders and related issues with Gowlings and Dentons, follow up from Liquidators on proposals
02-Sep-2020	Michael Litwack	0.40	Conference call re preliminary planning
03-Sep-2020	Jerry Henechowicz	1.30	On-going review of application materials, issuance of consent to act, review of affidavits and related materials
03-Sep-2020	Michael Litwack	0.20	Emails w/ property manager
04-Sep-2020	Jerry Henechowicz	1.20	Final review of application materials, initial preparation of Receiver's pre-filing report
08-Sep-2020	Jerry Henechowicz	2.40	Drafting of prefling report, call with Dentons, review of email from Gowlings re position of Debtor
09-Sep-2020	Jerry Henechowicz	1.40	preparation of prefling report, review of additional materials from Gowlings
09-Sep-2020	Sheldon Title	0.20	call with Matt Lem on pre-filing report; sending to Matt the CLUC newsletter on same
09-Sep-2020	Matthew Lem	0.90	Review draft pre-filing report to Court; review of CLUC comments on same

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
12-Sep-2020	Michael Litwack	1.20	Review of pre-filing materials; Emails to J Henechowicz w/ comments regarding pre-filing materials; Revision to draft pre-filing report
14-Sep-2020	Jerry Henechowicz	1.10	Final review and amendments to pre-filing report and engagement planning
15-Sep-2020	Jerry Henechowicz	0.30	Review of additional application documents and engagement planning
17-Sep-2020	Jerry Henechowicz	1.00	Planning re appointment and court hearing, call with Pillar
17-Sep-2020	Michael Litwack	0.80	Conference call re planning; Emails w/ Pillar; Email to property manager
18-Sep-2020	Jerry Henechowicz	1.80	Preparation for and attending to Court hearing, completion of multiple first matters
18-Sep-2020	Michael Litwack	2.50	Meeting w/ J Henechowicz; Contacting insurance broker; Contacting Firstbrooke Cassie; Email to J Hingston; Direction re utility letters; Call to Manulife re benefits plan; Preparation of FCA insurance forms; Drafting task and terms letter for J Hingston
18-Sep-2020	Sheila Ayer	0.75	Draft letters for Notice of Receivership (Bell, Hydro One, Primex, Grey-Bruce Trash), Invoices for Valuations Client #
21-Sep-2020	Michael Litwack	0.80	Email to Firstbrooke Cassie re insurance; Email to J Hingston; Prepared forms for Manulife Preparation of cover letter and fax sent to Manulife re benefits package;
22-Sep-2020	Jerry Henechowicz	1.00	On going appointment issues, update call with Turuss and Pillar
22-Sep-2020	Jessie Hue	0.70	T/c and email to confirm the mailing address regarding Bell, email Trina and Sheila address for registered mail.
22-Sep-2020	Michael Litwack	3.00	Preparing schedule for estimated receivership costs; Email to J Hingston; Call w/ Pillar; Call w/ J Hingston; Revising letters to service providers; Direction re service providers letters; Emails re insurance; Review of equipment values for insurance; Revision to Task and Terms letter re benefits provision
23-Sep-2020	Jerry Henechowicz	1.00	Preparation of Receiver's Certificate, arranging for meeting on site and related issues
23-Sep-2020	Michael Litwack	1.80	Emails and calls re insurance coverage; Call w/ J Hingston; Call and email to former insurance broker; Began to prepare section 245/246 report; Direction re website for file; Emails re corporate search re related entity
24-Sep-2020	Jerry Henechowicz	1.10	Preparation for sight visit, review of 245/246
24-Sep-2020	Michael Litwack	1.40	Correspondence w/ Y Ko (Alliance Insurance) re policy; Emails re arranging on-site meeting; Correspondence w/ counsel re New Holland Tractor; Call w/ J. Henechowicz.
25-Sep-2020	Jerry Henechowicz	2.50	On site inspection, meeting with Property Manager and Bruce Power
25-Sep-2020	Jessie Hue	0.90	Prepare letter of direction to open trust account and email TD request. Create website, posting material and setting up URL.
25-Sep-2020	Michael Litwack	3.00	Attended at premises w/ J Henechowicz; Meeting with J Hingston; Meeting w/ L. Miranda (Bruce Power); Call w/ J Henechowicz; Emails re insurance;
27-Sep-2020	Michael Litwack	2.30	Correspondence w/ Brandt Security; Completion of 245/246 report; Prepared creditor lists for 245/246 report; Direction to J Hue; Prepared payroll for J Hingston for unpaid wages; Direction re payroll; Emails re insurance; Email to J Henechowicz.

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
28-Sep-2020	Jerry Henechowicz	0.40	Review of 245/246 and other agreements
28-Sep-2020	Jessie Hue	0.30	Follow up on the trust account status
28-Sep-2020	Jessie Hue	2.50	Prepare ascend file and entry of creditors, finalize the notice with letterhead and list, make copies stuff and prepare mailing of the notice. Prepare fax cover and fax the notice with the OSB.
28-Sep-2020	Matthew Lem	1.30	Review file; numerous call with Bell Canada; discussion with Bell Canada for reconnection
29-Sep-2020	Jerry Henechowicz	1.90	Call with Dentons to review on-going issues, update with Pillar, call with Bruce Power, arranging for payments to service providers and insurance
29-Sep-2020	Jessie Hue	0.40	Follow up with TD on the status of the trust account is ready for use, rename account on TD platform.
29-Sep-2020	Jessie Hue	2.30	Various inquiry and attempt to transfer funds to the trust account. Banking, prepare receipt voucher and posting in Quicken, email TD requesting incoming wire details. Prepare cheque req transfer retainer to the trust account. Prepare wire instructions, further inquiry with TD on adding account to the wire platform. Post the notice of receiver to the website. Prepare cheque req for insurance.
29-Sep-2020	Michael Litwack	3.90	Conference call w/ counsel; Call w/ J Hingston; Revised payroll numbers and direction; Emails re insurance; Conference w/ Pillar and counsel; Call w/ counsel for creditor; Prepared property map and e-mail to counsel; Direction to J Hue re correction to creditor list; Call to Pinchin re chemical removal quote; Call to GFL re chemical removal quote; Emails re insurance; Emails re 245/246 report; Call to Manulife re benefits; Email to J Hingston re Manulife; Meeting w/ Bruce Power; Emails and calls w/ FCA insurance
30-Sep-2020	Jerry Henechowicz	0.80	Updates to Pillar and emails related to on-going possession issues and creditor payments
30-Sep-2020	Jessie Hue	0.20	Print cheque and mailing of payment for the insurance.
30-Sep-2020	Jessie Hue	0.40	Update Estate number and confirmation of filing certificate to the directory, prepare cheque req for the OR filing fee and email J. Henechowicz for Ascend cheque approval.
30-Sep-2020	Jessie Hue	1.00	Prepare wire instructions, email S. Ayer for dual authorization and assist with the dual authorization. Posting wire in Ascend and prepare cheque req.
30-Sep-2020	Michael Litwack	3.70	Call from GFL re hazardous waste removal; Discussion re insurance values; Call w/ J Hingston; Emails w/ J Henechowicz re Bruce Power lease; Calls re letter to direction, property taxes and books and records; Further calls w/ J Hingston; Call w/ J Henechowicz; Call to CRA re request for HST audit; Emails re CRA accounts; Call w/ A. Mehta (Richmond Advisory) re engagement terms and letter; Call w/ R Kennedy; Email to R Kennedy; Preparation of WEPP schedule, employee notice, proof of claim and schedule to proof of claim.
01-Oct-2020	Jerry Henechowicz	1.30	update call with M Litwack and update with Robert Kennedy on various on going issues

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Oct-2020	Michael Litwack	3.80	Discussion re WEPP; Revision to WEPP schedule; Calls to CBRE and Colliers re listing proposals; Call to J Hingston; Returned voicemail from creditor; Update meeting w/ J Henechowicz; Review and storage of e-mails from Richmond Advisory re invoices with Bruce Power; Call from J Hingston re benefits; Finalized and emailed J Hingston with task and terms letter; Emails w/ FCA and J Henechowicz re insured value; Review of Colliers report re property value cap rate information; Emails to CBRE and Colliers re listing proposals; Direction to J Hue re WEPP filing; Emails re lease agreements; Email to Richmond re terms for engagement;
02-Oct-2020	Jerry Henechowicz	1.60	Call with Rob Kennedy to review lease terms, call with Bruce Power to discuss options, email to Pillar re funding need in respect of realty tax arrears
02-Oct-2020	Michael Litwack	2.80	Accessing Manulife benefits plan; Email to J Henechowicz re Manulife; Call to J Hingston re task/term letter, benefits, snow removal and propane; Review of information on Total Hardwood Flooring; Emails to J Henechowicz and R Kennedy re Total Hardwood Flooring; Review of draft letter to Yang; Left voicemails for R Brown and G Schoniker; Call w/ R Brown re liquidation proposal; Conference call with Bruce Power; Revision to task and term letter; Meeting w/ J Henechowicz
05-Oct-2020	Jerry Henechowicz	1.30	Correspondence re Richmond Advisors, M&E sale, correspondence to debtor
05-Oct-2020	Sheldon Title	0.10	approve property tax payment
05-Oct-2020	Jessie Hue	0.50	Prepare cheque req for the Municipality of Arran and email J. Henechowicz for Ascend cheque approval.
05-Oct-2020	Jessie Hue	0.70	Banking, EFT transfer advance to the trust account, prepare requisitions and posting in Quicken and Ascend. Efiled the remittance of the filing fee with the OSB and mailing of the cheque,
05-Oct-2020	Michael Litwack	1.80	Email to Richmond Advisory Services; Review and revision to engagement letter with Richmond Advisory; Email to J Henechowicz; Response to party re sale process; Draft of letter to CNH Industrial w/ review of assets secured by CNH
06-Oct-2020	Jerry Henechowicz	1.20	Call with Pillar and Dentons on operational issues, emails with Property Manager, email to R. Brown re M&E liquidation, review of correspondence, email to Bruce Power with updated lease amendment
06-Oct-2020	Michael Litwack	0.30	Voicemails and call w/ D Hadley (Colliers).
07-Oct-2020	Jerry Henechowicz	1.20	Review of various correspondence and agreements, update call and follow up with Pillar and Denton's on proposed sale process
07-Oct-2020	Jessie Hue	0.60	Baning, prepare cheque requisition for payment on insurance.
07-Oct-2020	Jessie Hue	0.70	Prepare the Trustees WEPP registration, Attempt to file employee claim and email pdf of the further information required to complete the filing with M. Litwack.
07-Oct-2020	Michael Litwack	2.10	Call w/ Hydro One; Conference call w/ counsel and Pillar; Revised and sent draft agreement with Richmond Advisory to counsel; Correspondence w/ G. Schoniker; Correspondence re property tax arrears; Review and finalized letter to CNH Industrial; Direction to J Hue re letter to CNH Industrial; Correspondence w/ A. Mehta (Richmond Advisory); Review and redaction of Colliers appraisal report
08-Oct-2020	Jerry Henechowicz	0.50	Call re proposed sale process

MNP LTD.
COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
08-Oct-2020	Jessie Hue	0.50	Direction for the registered mail to CNH Industrial Capital Canada Ltd, email D. Loberto copy of the letter and saved the registered mail slip to the directory.
08-Oct-2020	Michael Litwack	1.30	Call to counsel to Primex Energy, Voicemail for R Kennedy; Call to Primex Energy; Call from Primex Energy; Emails to J Hingston re Primex; Email to M Bellissimo re proposal
09-Oct-2020	Jerry Henechowicz	1.30	Review of Richmond engagement letter, issuance of lease extension, review of liquidation agreement, email related to gas services
09-Oct-2020	Michael Litwack	3.80	Call w/ J Hingston; Email to G Schoniker; Review of agreement with Richmond Advisory; Emails re agreement with Richmond Advisory; Call w/ R Kennedy and D Loberto; Email to M Bellissimo (CBRE) re listing; Emails w/ A Mehta re Richmond Agreement; Drafted liquidation agreement and sent to counsel for review; Review, signed and sent back engagement letter with Richmond Advisory
13-Oct-2020	Jerry Henechowicz	0.30	Updates on operational matters
13-Oct-2020	Jessie Hue	1.50	Email M. Litwack the wire instructions for trust account, inquiry with TD for computerized cheque stock order and required info to place order.
13-Oct-2020	Michael Litwack	2.50	Voicemail from CRA and e-mail to J Hue re CRA accounts; Call w/ J Hingston; Call w/ McDougall energy re propane; Emails re payment processing w/ Richmond Advisory; Emails re cheques; Call to D Loberto; Email to D Loberto; Review of propane supply options; Call to McDougall re application; Preparation of application for McDougall
14-Oct-2020	Jerry Henechowicz	0.90	Multiple issues related to liquidation agreement, sale process, rent collection and sales process approval report, arranging of rent remittance to Pillar
14-Oct-2020	Jessie Hue	2.00	Making arrangement to order computerized cheque stock and email J. Henechowicz confirmation.
14-Oct-2020	Michael Litwack	1.10	Revision to WEPP schedule; Email to J Hue with direction on WEPP revisions; Meeting w/ J Henechowicz; Call from M Bellissimo (CBRE); Email to D Colley (Colliers); Emails re propane contact; Completed, signed and emailed contract for McDougall.
15-Oct-2020	Jerry Henechowicz	0.50	Update with Richmond and M. Litwack regarding property Manager and rent collections
15-Oct-2020	Jessie Hue	1.00	Finalize the ordering the cheques, inquiry with marketing for the logo and forward to finalize order.
15-Oct-2020	Michael Litwack	5.10	Meeting w/ Colliers re listing proposal; Emails re invoicing for Bruce Power; Conference call w/ J Henechowicz and J Hingston; Call to L. Miranda; Call to Brandt Security; Call and Email to Stumpf Fire; Email to Richmond re payment of invoices; Emails re propane service; Call from Brandt security; Emails re Brandt Security; Emails re listing proposal; Began drafting of first report to court.
16-Oct-2020	Jerry Henechowicz	0.90	Preparation of wire transfers, review of Richmond agreement and liquidation agreements
16-Oct-2020	Sheldon Title	0.10	review of distribution/authorize wire
16-Oct-2020	Jessie Hue	0.90	T/c with Hydro and set up of the account and email M. Litwack confirmation.
16-Oct-2020	Jessie Hue	1.00	Prepare wire instructions, cheque requisition and transfer wire fee and email for dual approval and posting
16-Oct-2020	Michael Litwack	5.60	Drafting of First report; Call w/ R Kennedy; Call w/ M Bellissimo (CBRE); Emails w/ CBRE and Colliers; Call w/ J Hingston; Correspondence w/ L Miranda re invoicing; Call from D. Colley (Colliers); Call w/ J Henechowicz; Emails re insurance policy.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
19-Oct-2020	Jerry Henechowicz	2.30	Review of Liquidation agreement and call with Ray Brown, review of draft sale process approval report, update to Pillar Capital
19-Oct-2020	Jessie Hue	0.20	Follow up with TD on deposit book order.
19-Oct-2020	Michael Litwack	5.40	Finalized draft of first report; Emails re insurance; Correspondence re CNH secured equipment; Draft of Sale Process procedures; Review of liquidation agreement from Dentons; Call from parties re liquidation of equipment; Call and email with S Kennedy re insurance coverage; Emails re liquidation services agreement; Revisions to and emails re draft of first report; Call to CNH; Revision to WEPP schedule and notice to incorporate changes due to COVID; Direction to J Hue re WEPP; Call w/ J Henechowicz; Revision to report and sale process and email to Dentons re same; Email to GFL re quote; Drafted and sent letter to Manulife re termination of benefits plan.
20-Oct-2020	Jerry Henechowicz	1.00	Further review of first report, approval of various payments
20-Oct-2020	Jessie Hue	0.80	Prepare cheque req for Insurance and travel and mailing to vendor.
20-Oct-2020	Matthew Lem	1.00	Review draft report to court
20-Oct-2020	Michael Litwack	2.80	Review of quote from GFL; Emails re GFL quote; Call to GIC Green to obtain additional waste removal quote; Emails re waste removal; Review of Denton's blacklined report; Review of M. Lem revisions to report; Call w/ R Kennedy; Emails re propane invoice; Email to R Kennedy re precedent reports
21-Oct-2020	Jerry Henechowicz	1.10	Review of amendments to First Report, call with Dentons, review of rents paid, call with Leveredge re auction
21-Oct-2020	Jessie Hue	0.50	Prepare cheque req for McDougall and mailing. Update the website.
21-Oct-2020	Michael Litwack	2.10	Email re propane invoice; Finalization of Receiver's report and sale process; Prepared waiver for insurance quote; Emails re insurance broker authorization; Direction re website.
22-Oct-2020	Jerry Henechowicz	1.50	Preparation for and follow up re calls with Dentons & Pillar on sales process, status update with Richmond advisory
22-Oct-2020	Jessie Hue	0.10	Emailed Jerry and Michael mail received for Grey Bruce Taxi Inc.
22-Oct-2020	Jessie Hue	0.20	Update the website.
22-Oct-2020	Jessie Hue	0.30	T/c with the status of the cheque order, emailed M. Litwack and J. Henechowicz status and Canada Post tracker number.
22-Oct-2020	Jessie Hue	0.50	Follow up on the deposit book order and finalize order with TD.
22-Oct-2020	Michael Litwack	1.30	Voicemail from and call to S. Kennedy re insurance; Web meeting w/ Pillar and counsel re sales process; Conference call w/ Richmond Advisory; Email to GIC Green re quote; Emails w/ J Hingston
23-Oct-2020	Jerry Henechowicz	1.10	Follow up on rental receipts, review of expenditures, preparation of sales process file, emails re Bruce Power signature
23-Oct-2020	Jessie Hue	0.50	Banking, review invoice confirm of payment made and prepare payment for Ascend approval. Prepare receipt voucher and posting in Ascend rent collected.
23-Oct-2020	Michael Litwack	0.50	Emails and direction re McDougall fuels; Meeting w/ S. Title; Review of WEPP filing numbers; Emails re WEPP filings

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
03-Nov-2020	Jerry Henechowicz	2.20	Further work on CIM and related sales process materials, approval of ad and emails with on site property manager
03-Nov-2020	Jessie Hue	0.30	Create the FirmEx dataroom and email M. Litwack as to the disclaimer wording to upload.
03-Nov-2020	Jessie Hue	0.80	Email follow up on the status of the opening of the receivers account, emailed the letter and appointment order. Confirming post receivership amount owing and request of the invoice and saved to the directory.
03-Nov-2020	Michael Litwack	2.00	Emails re R Brown; Call from J Hingston; Call from R Kennedy; Emails with and call to Green flow re waste removal; Emails re Phase 1 report; Call w/ J Henechowicz; Emails w/ RJ Burnside; Reviewed, signed and returned engagement letter for phase 1 report; Review and compared quote by Green flow
03-Nov-2020	Trina Burningham	0.25	Inquiring with the Globe for price quote for ad.
04-Nov-2020	Jerry Henechowicz	0.80	Responding to emails from DSF re unknown location, approval of advertisement, review of teaser with MNP real estate and construction niche
04-Nov-2020	Jessie Hue	0.80	Correction to the McDougall invoices and posting, prepare cheque req and mailing to vendor.
04-Nov-2020	Michael Litwack	4.10	Review of invoices and payments for McDougall Energy; Direction to J Hue re McDougall and carbon credits; Call from and email to S. Kennedy re insurance coverage; Emails re quotes for removal of waste; Email to J Henechowicz re waste removal; Review of statement of claim re additionally leased properties; Discussion re attending at additional properties; Travelled to and attended at Pickering location; Reviewed onsite operations and assets and discussion with employee on-site; Travelled to Markham location to review premises; Took photos of Markham location and monitored exterior of the unit; Call to J Henechowicz; Draft of memo to file on attendance
04-Nov-2020	Sheila Ayer	1.75	CIM formatting
05-Nov-2020	Jerry Henechowicz	1.30	Review of Litwack memo re Total Hardwood Stores, continued preparation of CIM and related materials for sales process
05-Nov-2020	Jessie Hue	0.30	Follow up with Bell and email J. Henechowicz on remitting payment.
05-Nov-2020	Jessie Hue	0.70	Filing employee entry with Service Canada and mailing of the proof of claim. Password protect claim and email the notice and proof of claim to employee.
05-Nov-2020	Michael Litwack	5.10	Emails re November rent deposit; Emails re Bell invoice; Call w/ R Brown; Call w/ J Hingston; Call w/ Hydro One; Preparation of cash flow projections; Meeting w/ J Henechowicz re cash flow; Modification to cash flow; Email to Hydro One; Emails re WEPP; Prepared letter and faxed to RBC; Meeting w/ counsel re Total Hardwood Flooring; Email to Yang Jiang; Call w/ A Mankowitz re advice on platforms for sale of property; Creation of CoStar account for sale listing; Call and email to A Mehta re invoices for Bruce Power.
05-Nov-2020	Trina Burningham	0.50	Added the Invitation for Offers and Confidentiality/Nondisclosure documents to webpage. Followed up with the Globe and Mail about price for an ad.
06-Nov-2020	Jerry Henechowicz	1.50	Call with Dentons to review strategy for dealing with potential other business interests of Turuss, review of report outline, continued preparation of sales process materials.
06-Nov-2020	Michael Litwack	8.30	Preparation of outline for second report; Voicemail from and call to S. Li (employee of Elite); Voicemail from and call to Manulife; Conference call w/ counsel; Email to Y. Jiang re books and records; Attended at Total Hardwood Flooring to review on site activities and talk with employee; Purchased item at Total Hardwood Flooring and checked credit card for name; Draft of second report to court.

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COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
08-Nov-2020	Jerry Henechowicz	2.40	Review of initial draft of second report, updating same and forwarding to Dentons for comments
08-Nov-2020	Michael Litwack	1.60	Emails w/ J Henechowicz; Review and revision to Second Report; Compiled appendices for Second Report
09-Nov-2020	Jerry Henechowicz	1.30	Updates to Court report, updates to sale process materials, review of bill payments
09-Nov-2020	Jessie Hue	0.90	Prepare wire instructions and wire requisition, email for dual approval and postings. Follow up with the employee claim with Service Canada.
09-Nov-2020	Michael Litwack	5.00	Call to and email from R Kennedy re report; Review and revisions to finalize report (addition of appendices); Emails re newspaper advertisement; Preparing data room and uploading documents; Review and revision to confidential information memorandum; Emails to J Henechowicz; Emails re second report; Emails re Bruce Power additional lease; Emails w/ GFL re proceeding w/ waste removal; Email from Jiang and review of certain records provided.
10-Nov-2020	Jerry Henechowicz	2.50	Preparation for and attending at Court attendance, call with Bruce Power regarding expansion of lease, follow up emails and discussion with Pillar Capital and Dentons, updates to Sales Process Documents, update to Teaser mailing list, review and analysis of Total Hardwood information
10-Nov-2020	Sheldon Title	0.20	Call with Henechowicz on post-filing sales and orders made w/o knowledge of Receiver and approach to dealing with same
10-Nov-2020	Michael Litwack	8.10	Downloaded, saved and reviewed financial records provided by Jiang; Conference call w/ counsel prior to court attendance; Emails w/ T Burningham re maintaining interested party list; Emails re interested party list; Emails re insurance policy; Attendance at court hearing; Meeting w/ T Burningham to provide direction re maintaining data room list; Follow up meeting w/ counsel after court attendance; Emails w/ J. Yang; Meeting w/ J Yang; Direction to J Hue re updating MNP website; Attended at Total Hardwood Pickering to meet w/ C. Rutledge, obtain invoices and review whether to continue certain operations; Calls w/ J Henechowicz; Call w/ J Hingston; Call w/ interested party; Emails re Globe tear sheet; Review of invoices and schedule sent by J Yang; Uploading documents to data room; Emails w/ J Henechowicz re data room contents; Reviewing NDAs and saving to folder.
10-Nov-2020	Trina Burningham	0.25	Uploaded Order document to SiteCore.
10-Nov-2020	Michael Litwack	1.00	Travel to/from Pickering store location
11-Nov-2020	Jerry Henechowicz	1.80	Updates to CIM and template APS, review and discussion of issues related to total hardwood, calls with Dentons on these matters, update with Pillar
11-Nov-2020	Michael Litwack	5.40	Meetings re sale process and data room; Meeting re Total Hardwood Flooring; Calls w/ C Rutledge; Calls to suppliers for materials of Total Hardwood Flooring; Attempted call to BDO; Emails to C Rutledge re agreement re access to data room; Emails to BDO re access to data room; Emails to C Rutledge re access to data room; Emails to BDO re access to data room.
11-Nov-2020	Trina Burningham	0.25	Granted access to the Data Room and filed the NDA received.
12-Nov-2020	Jerry Henechowicz	2.10	Call with Dentons on Total Flooring stores, responding to Prospective Purchasers, update to CIM, drafting of correspondence to Total Flooring customers435823
12-Nov-2020	Jessie Hue	0.20	Provide wire instructions.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD AUGUST 6 TO NOVEMBER 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
12-Nov-2020	Michael Litwack	6.10	Meeting w/ T Burningham re NDAs; Email re draft APS; Emails re wire instructions for net minimum guarantee; Review of data room tracking and NDAs; Emails re correction to email address; Completing forms for GFL; Emails with GFL; Email to LoopNet re customer support; Calls and emails to customers re orders with Total Hardwood Flooring; Review of revised CIM from Denton's; Call w/ J Henechowicz; Calls to RBC to obtain bank statements; Compiled invoices received from Hydro One; Analysis on annual utility costs; Revision to CIM; Email to J Henechowicz re revised utility cost estimate and revision to CIM.
12-Nov-2020	Trina Burningham	1.00	Granted access to the dataroom. Saved and filed NDAs and updated tracker.
13-Nov-2020	Jerry Henechowicz	0.40	Drafting of template letter to customers, update to CIM
13-Nov-2020	Michael Litwack	1.10	Email to Jiang re books and records; Email to interested party re NDA; Update to data-room with utility invoices and revised CIM; Email to two interested parties re change to CIM; Emails re notice to customers of Total Hardwood; Emails w/ interested parties; Direction to T Burningham; Direction re propane invoice; Call from J Hingston
13-Nov-2020	Trina Burningham	0.25	Granted access to the dataroom. Saved and filed NDAs and updated tracker.
14-Nov-2020	Trina Burningham	0.25	NDA received from M. Litwack. Access to data room granted.
15-Nov-2020	Michael Litwack	1.20	Prepared notices to customers with Total Hardwood Orders after Receivership date; Prepared notices to suppliers of Total Hardwood; Emails w/ J Henechowicz
		<u>242.40</u>	

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Jerry Henechowicz	67.80	650.00	44,070.00
Jessie Hue	29.80	225.00	6,705.00
Matthew Lem	3.20	595.00	1,904.00
Michael Litwack	134.50	400.00	53,800.00
Sheila Ayer	2.50	215.00	537.50
Sheldon Title	0.60	650.00	390.00
Trina Burningham	4.00	215.00	860.00
Sub-total	242.40		108,266.50

DISBURSEMENTS

Travel	407.00
Printing	181.10

588.10

TOTAL FEES AND DISBURSEMENTS

108,854.60

Invoice

Invoice Number : 9580055 **Client Number :** 0835555
Invoice Date : Jan 2 2021 **Invoice Terms :** Due Upon Receipt

Turuss (Canada) Industry Co., Ltd.
 c/o MNP Ltd.
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

For Professional Services Rendered :

Professional services as Court Appointed Receiver and Manager of Turuss
 (Canada) Co., Ltd. for the period ended December 21, 2020 as set out on the
 attached time and billing summary 37,095.40

Harmonized Sales Tax : 4,822.40

Total (CAD) : **41,917.80**

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 TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD NOVEMBER 16 TO DECEMBER 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
16-Nov-2020	Jerry Henechowicz	1.10	Finalization of and sending of correspondence to Total Flooring customers and specific suppliers
16-Nov-2020	Jessie Hue	.30	Dealing with creditor call and email J. Henechowicz.
16-Nov-2020	Jessie Hue	.30	Request for extension to file for WEPP.
16-Nov-2020	Michael Litwack	.50	Email responses to interested parties; Call from customer of Total Hardwood; Checking on BidSpotter listing for Leverage's sale and saving image of listing;
16-Nov-2020	Trina Bumingham	.75	Mailed out appointment order to customers and suppliers. Emailed each of the customers and suppliers a copy of the letter and appointment order,
16-Nov-2020	Trina Bumingham	.20	Call with Sol Roter regarding access to the Data Room.
17-Nov-2020	Jerry Henechowicz	.30	Responding to prospective purchasers, email to Bruce Power re lease extension
17-Nov-2020	Jessie Hue	.20	Banking, posting of the rent receipt to trust account and prepare receipt voucher.
17-Nov-2020	Michael Litwack	.20	Emails re books and records; Email re NDA; Email to H. Louis re advertisement in insolvency insider;
17-Nov-2020	Trina Bumingham	.20	Saved NDA to directory, updated tracker and granted Data Room access.
18-Nov-2020	Jerry Henechowicz	.50	Calls with prospective purchasers, email to Richmond on common expense billings
18-Nov-2020	Jessie Hue	.50	Review Bell invoice, prepare cheque req, email Bell for the HST breakdown and email J. Henechowicz for Ascend approval.
18-Nov-2020	Michael Litwack	.30	Email re APS draft; Call w/ LoopNet re listing of property
19-Nov-2020	Jessie Hue	.20	Filing the employee claim as received with Service Canada and emailed confirmation.
19-Nov-2020	Michael Litwack	1.40	Call to tech support for Loopnet; Preparing listing of property sale on Loopnet; Additional email to Loopnet re tech support; Call from J Hingston; Call to GFL re waste removal; Call to R.J Burnside re appraisal; Call and email to S Kennedy re insurance.
19-Nov-2020	Trina Bumingham	.50	Saved NDAs to directory, updated tracker and granted Data Room access.
20-Nov-2020	Jerry Henechowicz	.80	Receipt and review of proposed lease amendment from Bruce Power, forwarding same to Dentons and Pillar, arranging conference call to review same
20-Nov-2020	Patricia Ball	.10	Oct Bank Rec
20-Nov-2020	Michael Litwack	3.90	Email to interested party re data room access; Emails w/ signed NDAs; Emails re draft APA; Emails re arrangements for GFL site visit; Call w/ J Hingston re site attendances; Emails re hydro bills; Call w/ J Walls (R.J Burnside) re site attendance; Emails re R.J Burnside site attendance; Emails w/ Total Hardwood Customers; Tech support for placing advertisement of property on Loopnet; Emails w/ GFL re deposit; Signed and emailed equipment loan agreement; Call from A Bernstein re sale; Email to A Bernstein; Direction re GFL wire.
20-Nov-2020	Trina Bumingham	1.00	MNP Debt website; updated the assets for sale to include the NDA document.
20-Nov-2020	Trina Bumingham	.20	Saved NDA to directory, updated tracker and granted Data Room access.
23-Nov-2020	Jerry Henechowicz	1.20	Calls with prospective purchasers, update call with Pillar Capital re additional space,
23-Nov-2020	Jessie Hue	1.00	Banking, prepare wire instructions, to GFL and requisition, email for second partner approval, posting in Quicken and Ascend and transfer of the wire fee. Emailed GFL confirmation wire was sent.
23-Nov-2020	Michael Litwack	1.10	Calls and email re snow removal equipment; Call w/ J Hingston; Call w/ J Henechowicz; Meeting w/ counsel and Pillar; Email and call w/ M Tersigni re wire payment; Emails re wire payment to GFL; Email to customer re supplier.
24-Nov-2020	Jerry Henechowicz	.50	calls from prospective purchasers and review of proposed lease amendments
24-Nov-2020	Jessie Hue	.40	Prepare cheque req for McDougall Energy. Banking, posted receipt dated Nov 12 to Ascend.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD NOVEMBER 16 TO DECEMBER 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
24-Nov-2020	Michael Litwack	2.10	Emails and call w/ GFL re site attendance; Meeting w/ potential purchaser and counsel; Call from interested party; Emails re NDAs; Uploading data to Loopnet re listing of property; Email to Loopnet tech support; Call from C Rutledge; Emails w/ Total Hardwood customers.
24-Nov-2020	Trina Burningham	.50	Saved NDAs to the directory. Updated the tracker and granted access to the data room.
25-Nov-2020	Jerry Henechowicz	1.10	Call with Bruce Power re additional leased space, update email to counsel and Secureds, review of template APS, call from prospective purchaser
25-Nov-2020	Jessie Hue	.50	Prepare cheque for wages and out of pocket expense to employee and mailing.
25-Nov-2020	Michael Litwack	2.60	Email re advertisements; Prepared payroll for November; Call w/ J Hingston; Call w/ R Brown; Emails re site tours; Draft of notice re site tours; Meeting w/ Bruce Power re leases; Call to customer; Call from interested party; Email to A Coludio re insurance changes; Email to Pillar re auction results; Emails w/ interested party
25-Nov-2020	Trina Burningham	.50	Saved NDAs to the directory. Updated the tracker and granted access to the data room.
26-Nov-2020	Jerry Henechowicz	.60	Call with Dentons to review various documents and status of prospective purchasers, review of updated template APS
26-Nov-2020	Michael Litwack	1.00	Meeting w/ counsel re draft APS; Calls with interested parties; Direction re invoice payment; Direction re deposit; Data upload to firmex
26-Nov-2020	Trina Burningham	1.00	Drafted WIP Docket and Time Summary for invoicing.
27-Nov-2020	Jerry Henechowicz	1.00	Updates on rent, call with Richmond Advisors, review of lease status
27-Nov-2020	Sheldon Title	.10	email from/to Litwack on WEPP issue
27-Nov-2020	Jessie Hue	.30	Banking, prepare cheque req for McDougall.
27-Nov-2020	Jessie Hue	.30	Banking, prepare receipt voucher, save remote deposit to the directory for rent collected and journal the HST collected. Email M. Litwack confirmation.
27-Nov-2020	Michael Litwack	2.80	Conference call w/ Richmond Advisory; Emails re cheques; Prepared schedule re propane invoices; Direction to J Hue re utility payments; Emails re R Brown attendance; Prepared and sent key receipt letter for R Brown; Emails re insurance; Emails re cheques for Richmond; Draft of release form re COVID for site tours; Prepared email to interested parties re site tours; Email to interested party; Emails re insurance; Completion of insurance change form; Calls from former employee and emails re WEPP.
27-Nov-2020	Trina Burningham	1.00	Edited WIP Docket and Time Summary for invoicing. Emailed WIP docket to J. Henechowicz for approval and editing.
28-Nov-2020	Jerry Henechowicz	1.10	Update call with Richmond advisory re common cost billings, calls with prospective purchasers, review of disbursements to date, calls with prospective purchasers
30-Nov-2020	Jerry Henechowicz	.60	Arranging wire payment of Receiver Certificate interest, call with Dentons and sending of lease amendment 6 to Bruce Power
30-Nov-2020	Jessie Hue	.80	Prepare wire instructions to Pillar, transfer wire fee to retainer account, prepare wire requisition and postings in Quicken and Ascend.
30-Nov-2020	Michael Litwack	1.10	Emails re invoices for propane; Call to Pinchin re building condition assessment; Email re environmental report; Emails w/ interested parties; Emails w/ S Dizep; Review of notice of contempt motion materials; Email to R Kennedy;
30-Nov-2020	Sheila Ayer	.20	Dual Authorization - Wire Transfer
01-Dec-2020	Jessie Hue	.30	Banking, mailing of payment to vendors.
01-Dec-2020	Michael Litwack	1.30	Correspondence w/ interested parties; Email to S Dizep; Call from Pinchin re building condition assessment; Call and Email response to legal counsel for Manulife; Calls w/ interested parties; Call to Tacoma Engineers re site assessment; Emails re NDAs and direction to T Burningham.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD NOVEMBER 16 TO DECEMBER 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
01-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
01-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
01-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
02-Dec-2020	Jerry Henechowicz	.90	Calls with prospective purchaser on possible offer, review of proposed offer with Dentons, approval of payment of accounts
02-Dec-2020	Sheldon Title	.20	discussion with Jerry on sale process
02-Dec-2020	Jessie Hue	.50	Prepare cheque req for vendors.
02-Dec-2020	Jessie Hue	.20	Prepare receipt voucher for sale of asset received Dec1.
02-Dec-2020	Jessie Hue	1.00	Prepare the cheques req for legal professional fees and email J. Henechowicz for dual ascend approval.
02-Dec-2020	Michael Litwack	1.40	Call from Tacoma Mechanical; Emails re NDAs; Call w/ interested party; Emails re site tours; Emails re Newspaper ad; Call from Loopnet re listing of property; Correspondence w/ interested parties re NDAs; Call w/ S Klein
02-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
03-Dec-2020	Jerry Henechowicz	.40	Emails and calls with Bruce Power regarding lease amendment #6 and call with prospective purchaser
03-Dec-2020	Jessie Hue	.20	Banking, forward Hydro invoice to M. Litwack.
03-Dec-2020	Jessie Hue	.30	Posting incoming e-transfers, posting to Ascend and email G. Groves confirmation.
03-Dec-2020	Michael Litwack	1.60	Emails re interested parties; Calls w/ interested party; Emails re site tours; Call w/ S Kennedy re insurance;
03-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
03-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
04-Dec-2020	Jerry Henechowicz	.60	Review of lease amendments and discussions with Dentons
04-Dec-2020	Michael Litwack	.60	Calls and emails re arranging site tours; Emails w/ D Lobero re books and records; Call w/ Pinchin re building assessment.
07-Dec-2020	Michael Litwack	1.10	Call and emails w/ Pinchin re building assessment; Call to J Hingston; Emails w/ interested parties; Emails w/ L Miranda re site attendance for building assessment; Preparing revised cash flow projection; Posting to data-room; Direction re NDA received; Email re environmental report
07-Dec-2020	Trina Bumingham	.20	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
08-Dec-2020	Jerry Henechowicz	.60	Calls and emails with Richmond Advisors on billing of realty taxes and utilities, review and responding to emails from counsel to second mortgagees
08-Dec-2020	Jessie Hue	.20	Emailed direction on incoming EFT received on Dec 1.
08-Dec-2020	Michael Litwack	2.50	Calls and emails from interested parties; Emails re invoices for suppliers; Review and record invoices for utilities; Emails re cheques to Richmond Advisory; Review of Pinchin agreement; Direction re wire instructions; Emails re funds balance; Emails re cancellation of site attendance; Emails re Stumpf fire invoices and review of lease terms re Additional Rent clauses.

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD NOVEMBER 16 TO DECEMBER 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
09-Dec-2020	Jerry Henechowicz	1.60	Email to Pillar and Denton re; discussions with Bruce Power lease amendments, call with Bruce Power to review proposed lease amendment for entire property, review of operating payments with Richmond, call with Westmount Group as prospective purchaser
09-Dec-2020	Jessie Hue	1.00	Prepare wire instruction to Pinchin and wire requisition form, posting disbursement in Ascend and transfer wire fee. Email confirmation of wire sent.
09-Dec-2020	Jessie Hue	1.00	Banking, prepare cheque requisitions to various vendors.
09-Dec-2020	Michael Litwack	4.00	Attended at the premises for site tours; Discussions throughout the day with J. Hingston; Calls w/ J Henechowicz; Meeting and discussions w/ interested parties; Met with
09-Dec-2020	Trina Bumingham	.20	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
10-Dec-2020	Jerry Henechowicz	.70	Emails with on site property manager re repairs needed, update call with Leverage on alarms and move out, call from prospective purchaser
10-Dec-2020	Michael Litwack	.50	Call w/ R Brown; Email to J Henechowicz re R Brown; Email and call from S Kennedy re insurance; Email to J Henechowicz re insurance.
10-Dec-2020	Trina Bumingham	.20	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
11-Dec-2020	Jerry Henechowicz	1.10	Call with Pillar and Dentons on status and strategy re Bruce Power Lease, update call with Michael Litwack, call with J Battista regarding potential bully offer and related issues, emails with Property Manger
11-Dec-2020	Michael Litwack	1.60	Emails re NDA; Emails w/ A Mehta; Emails re Trash Taxi invoices; Call and email w/ J Walls re environmental report; Receipt of phase 1 report and upload to data room; Emails w/ interested parties re access to data room; Emails w/ M. Tersigni (GFL) re additional waste left on premises; Emails re scheduling for site attendance; Meeting w/ counsel and Pillar re lease amendments
11-Dec-2020	Trina Bumingham	.25	Saved 1 NDA to directory; Updated tracker; Granted access to Data Room.
14-Dec-2020	Jerry Henechowicz	1.10	Calls with prospective purchasers, discussion with Dentons re Jiang, review of property tax billings
14-Dec-2020	Michael Litwack	.80	Saving of NDAs, adding information to tracker and providing access to interested parties to the data-room; Emails re NDAs; Emails re scheduling for site tours; Call and email w/ S Kennedy re insurance;
15-Dec-2020	Jerry Henechowicz	1.60	Calls and emails with Bruce Power regarding renegotiation of lease, update email to Pillar, review of email from 2nd mortgagee counsel and responding to same,
15-Dec-2020	Michael Litwack	1.20	Meeting w/ Bruce Power re lease amendment; Emails w/ interested parties re access to data room; Saving NDAs and providing access to data room; Call w/ Colliers re listing; Emails and calls re site tours; Call w/ J Hingston; Emails re preparing cheques;
16-Dec-2020	Jerry Henechowicz	1.80	Calls with prospective purchasers and counsel regarding potential stalking horse bid, review of tax and interim billings,
16-Dec-2020	Michael Litwack	4.00	Call w/ J Henechowicz; Attended at premises to conduct site tours for interested parties; Discussions w/ J Hingston; Emails w/ interested parties
17-Dec-2020	Jerry Henechowicz	1.30	Calls with prospective purchasers, update with property manager, update call with Pillar Capital and Dentons
17-Dec-2020	Michael Litwack	2.40	Calls w/ several interested parties; Reviewing and saving NDAs and providing access to data-room; Emails w/ S Kennedy re insurance policy financing; Call from and email to K Figaszewska (CRA) re audit; Calls and emails re access to data room; Call from J Hingston; Emails w/ interested parties; Emails re site tours; Email to L Miranda re Bruce Power closures;
18-Dec-2020	Jerry Henechowicz	1.20	Calls and emails with prospective purchasers, emails with Richmond on status of rent payments and chargebacks to Bruce Power

MNP LTD.

COURT APPOINTED RECEIVER AND MANAGER OF TURUSS (CANADA) INDUSTRY CO., LTD.

FOR THE PERIOD NOVEMBER 16 TO DECEMBER 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
18-Dec-2020	Michael Litwack	2.50	Emails re insurance; Calls w/ multiple interested parties; Emails re Bruce Power requests for leasehold improvements; Review of insurance premium financing plans; Email re sale process; Saving NDA and providing access to dataroom; Calls w/ S Kennedy; Call to J Henechowicz re insurance coverage; Review and comment on insurance financing agreement;
21-Dec-2020	Jerry Henechowicz	.70	Preparation for update call with Richmond
21-Dec-2020	Michael Litwack	1.50	Emails and calls w/ interested parties; Emails re NDA: Review and signing of insurance forms; Prepared insurance cancellation form and email to FCA; Emails re payment for utilities;
		<u>84.70</u>	

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Jerry Henechowicz	22.40	650.00	14,560.00
Jessie Hue	9.50	225.00	2,137.50
Michael Litwack	44.00	400.00	17,600.00
Patricia Ball	0.10	195.00	19.50
Sheila Ayer	0.20	215.00	43.00
Sheldon Title	0.30	650.00	195.00
Trina Burningham	8.20	215.00	1,763.00
Total	84.70		36,318.00

DISBURSEMENTS

Travel	247.64
Mail redirection	378.56
Printing	151.20
	<u>777.40</u>

TOTAL FEES AND DISBURSEMENTS

37,095.40

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JERRY HENECHOWICZ
(sworn January 5, 2021)

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)

Tel: (416) 367-6756

Fax: (416) 863-4592

robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)

Tel: (416) 863-4760

daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “I”

to the Third Report of the Receiver

Court File No.: CV-20-00646729-00CL

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

B E T W E E N:

PILLAR CAPITAL CORP.

Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

**AFFIDAVIT OF ROBERT KENNEDY
(sworn January 5, 2021)**

I, **ROBERT KENNEDY**, of the City of Pickering, in the Province of Ontario, **SWEAR**
AND SAY AS FOLLOWS:

1. I am a Partner with Dentons Canada LLP (“**Dentons**”), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Order dated September 18, 2020 (the “**Receivership Order**”), MNP Ltd. was appointed receiver of Turuss (Canada) Industry Co., Ltd. in the within proceedings (the “**Receiver**”).
3. The Receiver retained Dentons as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.

4. The Receivership Order provides at paragraph 18 that the Receiver, and counsel to the Receiver, shall be paid their reasonable fees and disbursements at their standard rates and charges.
5. The Dentons fees and disbursements for the period of August 31, 2020 to November 30, 2020 (the “**Fee Period**”), are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. I am advised by the Receiver that it has reviewed the Invoices and that it considers the fees and disbursements as fair and reasonable. Attached and marked as **Exhibit “A”** are the Invoices.
6. Attached and marked as **Exhibit “B”** is a schedule summarizing the Invoices, the total billable hours charged, the total fees charged (both prior to and after the application of the applicable discount) along with the average hourly rate charged.
7. Attached and marked as **Exhibit “C”** is a schedule summarizing the respective years of call and standard billing rates of each of the solicitors at Dentons who acted for the Receiver.
8. The Dentons rates and disbursements are consistent with those in the market for these types of matters and have been previously approved by this Honourable Court in similar proceedings.
9. Due to the circumstances of the COVID-19 pandemic, I am unable to be physically present to swear this Affidavit. I, however, was linked by way of video technology to the Commissioner commissioning this document.

10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of Dentons and for no other or improper purpose.

SWORN before me by video conference from the City of Pickering in the Province of Ontario, to City of Markham in the Province of Ontario, on the 5th day of January, 2021



A Commissioner for Taking Affidavits, etc.

ROBERT KENNEDY

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF ROBERT KENNEDY
SWORN BEFORE ME THIS 5th DAY OF JANUARY,
2021.

A handwritten signature in blue ink, appearing to be "D. S.", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

MNP LLP
111 Richmond Street West
Suite 300
Toronto ON M5H 2G4
Attention: Jerry Henechowicz**INVOICE # 3536927**GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2020	541179-000007	Robert Kennedy

MNP LLP
Re: Turuss (Canada) Industry Co. Ltd.

Professional Fees	\$ 40,065.00
Less: Discount	<u>(1,500.00)</u>
Net Professional Fees	\$ 38,565.00
Disbursements	870.78
HST (13.0%) on \$39,435.78	<u>5,126.65</u>
Total Amount Due	<u>\$ 44,562.43 CAD</u>

Payment Options:**Cheques:**Cheques payable to Dentons Canada LLP
and mailed to the above noted address.**Wire Transfer:**Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324**Credit Card:**

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:Accepted at most financial institutions. Your payee is Dentons Canada LLP and
your account number is 541179. Please email us at
Edm.Accounting@dentons.com referencing invoice number and payment
amount.**Interac e-Transfer:**e-Transfer funds to AR.Canada@dentons.com referencing invoice number in
message. Please use matter number referenced on your invoice as the password.
Alternatively, send password to AR.Canada@dentons.com in separate email.Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
31-Aug-20	Robert Kennedy	Review correspondence from Thomas Gertner. Review loan and security documentation.
01-Sep-20	Robert Kennedy	Review loan and security documentation. Review draft reimbursement agreement. Various correspondence to and from Jerry Henechowicz.
02-Sep-20	Robert Kennedy	Correspondence from and to Thomas Gertner. Review lease documentation. Review reimbursement agreement. Review model receivership order. Various correspondence to and from Jerry Henechowicz. Attend conference call re: strategy and next steps. Consider pre-filing report matters.
03-Sep-20	Robert Kennedy	Review draft consent. Review draft receivership order. Various correspondence to and from Jerry Henechowicz re: receivership order. Review various correspondence re: application materials.
04-Sep-20	Robert Kennedy	Review draft affidavit and provide comments. Various correspondence to and from Jerry Henechowicz. Various correspondence to and from Thomas Gertner.
08-Sep-20	Kori Williams	Email correspondence from Robert Kennedy in connection with loan and security documents. Discussion with Danijel Augustinovic in connection with same.
09-Sep-20	Rennie Ali	Conducting ON PPSA search with respect to Turuss (Canada) Industry Co, Ltd. and obtaining parcel registers. Correspondence with Michael Lay regarding missing PIN. Correspondence with Danijel Augustinovic regarding same.
09-Sep-20	Michael Lay	Email correspondence with Rennie Ali regarding title subsearches required. Conducting title subsearches of units in Condominium No. 1343 at 33 Empress Avenue, North York previously owned by Yang Jiang. Email to Rennie Ali to provide the results of the searches.
09-Sep-20	Kori Williams	Emails in connection with searches and review of loan and security documents.
09-Sep-20	Danijel Augustinovic	Review loan and security documents.
09-Sep-20	Robert Kennedy	Correspondence from and to Jerry Henechowicz. Review draft pre-filing report.
10-Sep-20	Rennie Ali	Conducting corporate search with respect to Turuss (Canada) Industry Co, Ltd. and ON PPSA search with respect to predecessor companies of the corporation.

Date	Timekeeper	Description of Work
		Correspondence with Danijel Augustinovic regarding same.
10-Sep-20	Kori Williams	Emails in connection with security opinion.
10-Sep-20	Danijel Augustinovic	Review loan and security documents. Prepare draft security review letter.
11-Sep-20	Daniel Loberto	Review Security opinion.
11-Sep-20	Kori Williams	Emails in connection with opinion. Telephone call with Danijel Augustinovic.
11-Sep-20	Robert Kennedy	Work on pre-filing report. Conference with Daniel Loberto. Various correspondence to and from Jerry Henechowicz. Review reimbursement agreement. Correspondence to Jerry Henechowicz.
13-Sep-20	Kori Williams	Review and comment on opinion. Review GSA, loan agreement and general assignment of rents. Email to internal working group in connection with same.
14-Sep-20	Rennie Ali	Conducting AB PPSA search with respect to Turuss (Canada) Industry Co. Ltd. Reviewing same. Correspondence with Danijel Augustinovic regarding same.
14-Sep-20	Daniel Loberto	Review Pre-Filing Report.
14-Sep-20	Fabian Abele	Reviewing security matters related to registered charges. Providing instructions to Alison McCormick. Reviewing search results. Summarizing current position of security in connection with planning act matters for Kori Williams.
14-Sep-20	Alison McCormick	Name search and obtain copies of Block Maps on Teraview for Fabian Abele.
14-Sep-20	Kori Williams	Further review of security opinion and searches. Revise comments to opinion. Telephone discussions in connection with same. Emails in connection with Planning Act searches.
14-Sep-20	Danijel Augustinovic	Review and revise security review letter. Various correspondence regarding same.
14-Sep-20	Robert Kennedy	Work on Pre-Filing Report. Correspondence to Tom Gertner, Dom Glavota and Steve Dizep re: application. Review security opinion. Review various correspondence re: opinion. conference with Kori Williams. Conversation with Jerry Henechowicz.
15-Sep-20	Daniel Loberto	Review and compile Pre-Filing Report.
15-Sep-20	Fabian Abele	Reviewing additional title materials in connection with planning act question. Providing final analysis of planning act review for Kori Williams.
15-Sep-20	Alison McCormick	Planning Act searches on Teraview for Fabian Abele.
15-Sep-20	Kori Williams	Emails in connection with finalization of security

Date	Timekeeper	Description of Work
		opinion.
15-Sep-20	Danijel Augustinovic	Correspondence with Fabian Abele regarding real property diligence. Review expected review letter.
15-Sep-20	Robert Kennedy	Review pre-filing report. Review various correspondence re: security opinion. Various conferences with Daniel Loberto. Various correspondence to and from Jerry Henechowicz.
16-Sep-20	Daniel Loberto	Review service list.
16-Sep-20	Robert Kennedy	Review various correspondence re: service matters. Review pre-filing report. Conversation with Jerry Henechowicz. Correspondence to Thomas Gertner.
17-Sep-20	Daniel Loberto	Attend conference call discussing receivership appointment. Review documentation in preparation for receivership appointment video conference with Commercial List.
17-Sep-20	Daniel Loberto	Review further documentation in preparation for receivership appointment video conference with Commercial List. Draft Sales Process Order and Notice of Motion.
17-Sep-20	Robert Kennedy	Review revised form of receivership order. Conference with Daniel Loberto re: receivership application and strategy discussion. Correspondence to and from Thomas Gertner.
18-Sep-20	Daniel Loberto	Attend receivership appointment video conference with Commercial List. Draft Notice of Motion and Sales Process Order.
18-Sep-20	Robert Kennedy	Preparation for Court. Attend receivership application. Conference with Daniel Loberto. Correspondence to Jerry Henechowicz.
21-Sep-20	Robert Kennedy	Various correspondence to and from Thomas Gertner. Review signed receivership order. Various correspondence to and from Jerry Henechowicz.
22-Sep-20	Daniel Loberto	Draft Notice of Motion and Sales Process Order.
22-Sep-20	Robert Kennedy	Review receivership order. Review correspondence from Jerry Henechowicz re: receiver's borrowings and term sheet. Review term sheet.
23-Sep-20	Daniel Loberto	Draft Notice of Motion and Sales Process Order. Coordinate and review corporate search.
23-Sep-20	Lorie Neilson	Ordering and obtaining Ontario Profile report and two Federal Profile reports. Ordering and obtaining Ontario Business Names List and Comprehensive Nuans pre search. Phone call with Daniel Loberto to discuss search results. Ordering expired Business Name list and expired Business Name search.
23-Sep-20	Robert Kennedy	Review various correspondence re: administration

Date	Timekeeper	Description of Work
		matters. Conference with Daniel Loberto. Review searches. Consider equipment issues. Correspondence to Jerry Henechowicz and Daniel Loberto.
24-Sep-20	Rennie Ali	Conducting PPSA search with respect to Fortune Gate Timber Products Inc. Correspondence with Daniel Loberto regarding same.
24-Sep-20	Daniel Loberto	Coordinate and review corporate search.
24-Sep-20	Lorie Neilson	Obtaining and sending expired business names list and expired business names search results
24-Sep-20	Robert Kennedy	Review various correspondence re: term sheet and receiver's certificate. Review term sheet. Conference with Daniel Loberto. Review searches re: equipment. Review various correspondence re: equipment on site.
25-Sep-20	Robert Kennedy	Review various correspondence re: receiver's certificate. Review various correspondence from Keaton O'Brien. Conference with Daniel Loberto. Review PPSA search re: equipment. Correspondence to and from Jerry Henechowicz.
28-Sep-20	Robert Kennedy	Review lease documentation. Consider sale process strategy.
29-Sep-20	Daniel Loberto	Strategize with MNP and Pillar over conference call. Review lease and appraisal.
29-Sep-20	Robert Kennedy	Review Receivership Order. Preparation for conference call with representatives of MNP. Attend update call. Review lease documentation and appraisal documentation. Conversation with Steve Dizep. Attend update call with representatives of MNP and Pillar re: administration issues and commercial lease. Conference with Daniel Loberto.
30-Sep-20	Daniel Loberto	Review lease and new lease amendment. Draft cease and desist letter.
30-Sep-20	Robert Kennedy	Review various correspondence re: lease amendment. Review lease documents. Conference with Daniel Loberto.

Timekeeper	Hours	Rate	Fees
Alison McCormick	1.5	330.00	495.00
Daniel Loberto	13.9	420.00	5,838.00
Danijel Augustinovic	7.8	545.00	4,251.00
Fabian Abele	1.3	590.00	767.00
Kori Williams	4.3	700.00	3,010.00
Lorie Neilson	1.2	290.00	348.00
Michael Lay	0.7	330.00	231.00
Rennie Ali	1.3	210.00	273.00
Robert Kennedy	32.7	760.00	24,852.00
Total	64.7		\$40,065.00

TOTAL PROFESSIONAL FEES \$ 40,065.00
Less: Discount (1,500.00)
NET PROFESSIONAL FEES \$ 38,565.00

TAXABLE DISBURSEMENTS

Computerized Title Search \$ 568.80
Photocopy & Printing Charges 5.00
Searches 296.98
TOTAL TAXABLE DISBURSEMENTS \$ 870.78

TOTAL DISBURSEMENTS 870.78

TOTAL FEES AND DISBURSEMENTS \$ 39,435.78

TAXES

HST (13.0%) on Professional Fees of \$38,565.00 \$ 5,013.45
HST (13.0%) on Taxable Disbursements of \$870.78 113.20

TOTAL TAXES 5,126.65

TOTAL AMOUNT DUE \$ 44,562.43 CAD

MNP LLP
111 Richmond Street West
Suite 300
Toronto ON M5H 2G4
Attention: Jerry Henechowicz**INVOICE # 3543813**GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2020	541179-000007	Robert Kennedy

MNP LLP
Re: Turuss (Canada) Industry Co. Ltd.

Professional Fees	\$ 39,448.00
Less: Discount	<u>(1,448.00)</u>
Net Professional Fees	\$ 38,000.00
Disbursements	440.00
HST (13.0%) on \$38,120.00	<u>4,955.60</u>
Total Amount Due	<u>\$ 43,395.60 CAD</u>

Payment Options:**Cheques:**Cheques payable to Dentons Canada LLP
and mailed to the above noted address.**Wire Transfer:**Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324**Credit Card:**

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____

Internet Banking:Accepted at most financial institutions. Your payee is Dentons Canada LLP and
your account number is 541179. Please email us at
Edm.Accounting@dentons.com referencing invoice number and payment
amount.**Interac e-Transfer:**e-Transfer funds to AR.Canada@dentons.com referencing invoice number in
message. Please use matter number referenced on your invoice as the password.
Alternatively, send password to AR.Canada@dentons.com in separate email.Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
01-Oct-20	Daniel Loberto	Draft cease and desist letter.
01-Oct-20	Robert Kennedy	Review lease amendment. Conversation with Jerry Henechowicz re: lease amendment. Review and revise draft correspondence to Jang. Review correspondence from Steve Dizep. Review correspondence from Mike Litwack. Correspondence to Daniel Loberto.
02-Oct-20	Robert Kennedy	Various correspondence to and from Jerry Henechowicz. Conversation with Jerry Henechowicz re: lease amendment. Review lease amendment. Review correspondence from Steve Dizep. Review correspondence from Jerry Henechowicz re: receiver's borrowings.
05-Oct-20	Daniel Loberto	Review and compile cease and desist letter.
05-Oct-20	Robert Kennedy	Review tax statement. Correspondence to Steve Dizep. Review and revise correspondence to Jang. Correspondence to Jerry Henechowicz and Mike Litwack. Conference with Daniel Loberto. Consider sale process matters. Review correspondence from Steve Dizep.
06-Oct-20	Daniel Loberto	Review fifth amendment of lease agreement.
06-Oct-20	Robert Kennedy	Attend to scheduling of sale process motion. Various correspondence to and from Steve Dizep. Consider sale process matters. Review correspondence from Jerry Henechowicz re: lease amendment. Review lease amendment.
07-Oct-20	Daniel Loberto	Strategize with MNP and Pillar regarding sales process. Review draft amendment. Coordinate court date with Commercial List.
07-Oct-20	Daniel Loberto	Review Richmond Advisory Agreement.
07-Oct-20	Robert Kennedy	Review lease amendment. Attend update call re: administration matters. Consider sale process matters. Review various correspondence re: management agreement. Review management agreement. Conference with Daniel Loberto.
08-Oct-20	Daniel Loberto	Review Richmond Advisory Agreement. Draft note to Michael Litwack. Coordinate Commercial List court date.
08-Oct-20	Robert Kennedy	Review correspondence from Mike Litwack. Conference with Daniel Loberto. Review Management Services Agreement. Correspondence to Mike Litwack.
09-Oct-20	Daniel Loberto	Strategize with Michael Litwack. Review liquidation

Date	Timekeeper	Description of Work
		services agreement.
09-Oct-20	Robert Kennedy	Review various correspondence re: lease amendment. Review executed lease amendment. Attend conference call re: management agreement and sales process. Review correspondence from Mike Litwack re: liquidation agreement. Conference with Daniel Loberto re: liquidation agreement and sales process.
13-Oct-20	Daniel Loberto	Correspond with Michael Litwack regarding liquidation services agreement. Review liquidation services agreement.
13-Oct-20	Robert Kennedy	Review liquidation agreement. Conference with Daniel Loberto.
14-Oct-20	Daniel Loberto	Review liquidation services agreement. Correspond with Michael Litwack.
14-Oct-20	Robert Kennedy	Review various correspondence re: lease amendment.
15-Oct-20	Daniel Loberto	Correspond with Michael Litwack regarding liquidation services agreement.
15-Oct-20	Robert Kennedy	Review liquidation agreement. Conference with Daniel Loberto.
16-Oct-20	Robert Kennedy	Review various correspondence re: insurance matters. Conversation with Mike Litwack re: liquidation agreement. Consider sale process matters.
19-Oct-20	Daniel Loberto	Correspond with Michael Litwack and Jerry Henechowicz regarding liquidation services agreement. Review First Report of the Receiver and Sales Process.
19-Oct-20	Robert Kennedy	Review various correspondence re: sale process motion. Review receiver's report. Conversation with Jerry Henechowicz. Various correspondence to and from Mike Litwack. Review sale proposals.
20-Oct-20	Daniel Loberto	Review First Report of the Receiver and Sales Process.
20-Oct-20	Robert Kennedy	Work on motion materials. Work on Receiver's Report. Various correspondence to and from Mike Litwack. Conversation with Mike Litwack. Correspondence to Jerry Henechowicz and Mike Litwack re: motion materials.
21-Oct-20	Daniel Loberto	Review First Report of the Receiver and Sales Process. Amend Notice of Motion and Sale Process order.
22-Oct-20	Daniel Loberto	Interoffice conversation with Robert Kennedy regarding Sales Process Appendix. Review First Report of the Receiver and Sales Process. Amend Sale Process order. Attend Conference Call to discuss Sales Process.
22-Oct-20	Robert Kennedy	Review motion materials. Various correspondence to and from Thomas Gertner. Attend conference call re: sale process and next steps. Attend to insurance matters.

Date	Timekeeper	Description of Work
23-Oct-20	Robert Kennedy	Review motion materials.
26-Oct-20	Daniel Loberto	Review Commercial List correspondence regarding Sale Process motion. Communicate to e-service list. Review Sale Process.
26-Oct-20	Robert Kennedy	Review correspondence re: motion scheduling. Conference with Daniel Loberto. Review correspondence to service list.
27-Oct-20	Daniel Loberto	Review Sale Process materials for Sale Process Motion.
28-Oct-20	Daniel Loberto	Review Sale Process materials for Sale Process Motion. Attend Conference Call. Draft note to Michael Litwack regarding original lease agreement between Turuss and Bruce Power. Prepare submissions.
28-Oct-20	Robert Kennedy	Review motion materials. Revise sale process. Various correspondence to and from Jerry Henechowicz and Mike Litwack. Attend conference call re: sale process and strategy. Conference with Daniel Loberto re: motion and sale process order. Review correspondence to service list.
29-Oct-20	Daniel Loberto	Prepare submissions. Attend Commercial List for Sale Process Motion. Provide Justice Cavanagh with amended Sale Process Order.
29-Oct-20	Robert Kennedy	Preparation for motion. Conference with Daniel Loberto. Attend motion. Conference with Daniel Loberto re: Order. Review revised Order. Review correspondence from Justice Cavanagh.
30-Oct-20	Daniel Loberto	Draft correspondence to Yang Jang. Review Sale Process-related documents.
30-Oct-20	Robert Kennedy	Various correspondence to and from Jerry Henechowicz and Mike Litwack. Consider next steps re: sale process. Review sale process documentation. Conference with Daniel Loberto. Review various correspondence re: books and records.
31-Oct-20	Daniel Loberto	Review Sale Process-related documents.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	36.2	420.00	15,204.00
Robert Kennedy	31.9	760.00	24,244.00
Total	68.1		\$39,448.00

TOTAL PROFESSIONAL FEES	\$ 39,448.00
Less: Discount	(1,448.00)
NET PROFESSIONAL FEES	\$ 38,000.00

TAXABLE DISBURSEMENTS

Process Server Fees	\$ 40.00
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Searches	80.00	
TOTAL TAXABLE DISBURSEMENTS	\$ 120.00	
NON-TAXABLE DISBURSEMENTS		
Filing Fee*	\$ 320.00	
TOTAL NON-TAXABLE DISBURSEMENTS	\$ 320.00	
TOTAL DISBURSEMENTS		<u>440.00</u>
TOTAL FEES AND DISBURSEMENTS		\$ 38,440.00
TAXES		
HST (13.0%) on Professional Fees of \$38,000.00	\$ 4,940.00	
HST (13.0%) on Taxable Disbursements of \$120.00	15.60	
TOTAL TAXES		<u>4,955.60</u>
TOTAL AMOUNT DUE		<u>\$ 43,395.60</u> CAD

MNP LLP
111 Richmond Street West
Suite 300
Toronto ON M5H 2G4
Attention: Jerry Henechowicz**INVOICE # 3548936**GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2020	541179-000007	Robert Kennedy

MNP LLP
Re: Turuss (Canada) Industry Co. Ltd.

Professional Fees	\$ 53,281.00
Less: Discount	<u>(2,000.00)</u>
Net Professional Fees	\$ 51,281.00
Disbursements	398.50
HST (13.0%) on \$51,359.50	<u>6,676.74</u>
Total Amount Due	<u>\$ 58,356.24 CAD</u>

Payment Options:**Cheques:**Cheques payable to Dentons Canada LLP
and mailed to the above noted address.**Wire Transfer:**Bank of Montreal
1st Canadian Place, Toronto, ON
Swift Code: BOFMCAM2
Bank ID: 001 Transit: 00022
CAD Funds Bank Account : 0004-324**Credit Card:**

Payments are accepted via telephone, email or fax. We accept American Express, MasterCard or Visa (please circle one).

Card No. _____ Expiry Date: _____ Card Verification Code (CVC): _____

Amount: _____ Cardholder Name: _____

Signature: _____


Internet Banking:Accepted at most financial institutions. Your payee is Dentons Canada LLP and
your account number is 541179. Please email us at
Edm.Accounting@dentons.com referencing invoice number and payment
amount.**Interac e-Transfer:**e-Transfer funds to AR.Canada@dentons.com referencing invoice number in
message. Please use matter number referenced on your invoice as the password.
Alternatively, send password to AR.Canada@dentons.com in separate email.Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

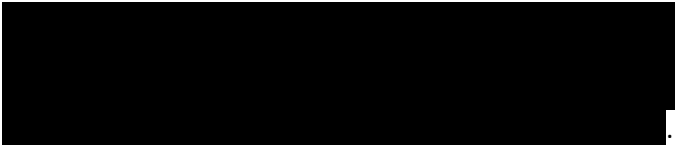
Payment due on receipt. Interest will be charged at the rate of 1.3% per annum on all outstanding amounts over 30 days.

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
02-Nov-20	Rennie Ali	Obtaining updated parcel registers. Correspondence with Daniel Loberto regarding same.
02-Nov-20	Daniel Loberto	Review Sale Process-related documents. Attend conference call. [REDACTED]
02-Nov-20	Robert Kennedy	Attend conference call re: sale process matters. Work on sale process documentation. Various correspondence to and from Jerry Henechowicz and Mike Litwack re: sale process documentation. Conference with Daniel Loberto. Correspondence to and from Mike Litwack re: lease matters.
03-Nov-20	Daniel Loberto	[REDACTED]
03-Nov-20	Robert Kennedy	Work on sale process materials. Review appraisal. Conversation with Mike Litwack. Various correspondence to and from Mike Litwack. Conference with Daniel Loberto re: lease documentation.
04-Nov-20	Daniel Loberto	[REDACTED]
04-Nov-20	Robert Kennedy	Review various correspondence re: Pickering operating location. Review landlord statement of claim. Various correspondence with Jerry Henechowicz and Mike Litwack re: Pickering operating location. Various correspondence to and from Jerry Henechowicz re: additional operating location and records. Consider next steps.
05-Nov-20	Daniel Loberto	Draft emails with respect to the Bruce Power-Turuss lease. Update lease summary. Review Michael Litwack memorandum. Attend Conference call. Draft email to Commercial List.
05-Nov-20	Robert Kennedy	Review correspondence from Michael Litwack. Review receivership order. Review file re: books and records. Attend conference call re: books and records. Consider strategy. Conference with Daniel Loberto re: motion. Review correspondence from Michael Litwack re: books and records.
06-Nov-20	Daniel Loberto	Draft email to Commercial List. Prepare motion

Date	Timekeeper	Description of Work
		materials for urgent motion to retrieve books and records. Attend Conference Call.
06-Nov-20	Robert Kennedy	Attend to motion scheduling. Review receivership Order. Conference with Daniel Loberto. Various correspondence to and from Jerry Henechowicz. Consider next steps re: motion. Attend conference call re: strategy. Conference with Daniel Loberto re: motion materials.
06-Nov-20	Kenneth Kraft	
08-Nov-20	Daniel Loberto	Review email correspondence. Review Second Report of the Receiver.
08-Nov-20	Robert Kennedy	Work on motion materials. Review correspondence from Jerry Henechowicz. Work on Receiver's Report.
09-Nov-20	Daniel Loberto	Review email correspondence. Review Second Report of the Receiver. Revise Notice of Motion and Order. Prepare submissions for Motion. Review Yang Jiang email.
09-Nov-20	Robert Kennedy	Work on motion materials. Review receiver's report. Various correspondence to and from Jerry Henechowicz and Mike Litwack. Revise Receiver's Report. Conference with Daniel Loberto. Conversation with Jerry Henechowicz. Review final draft of materials. Review various correspondence re: BP lease.
10-Nov-20	Daniel Loberto	Prepare submissions for Motion. Review Yang Jiang email. Attend conference call. Attend Court.
10-Nov-20	Robert Kennedy	Review correspondence from Yang Jiang. Review records documentation. Various correspondence to and from Jerry Henechowicz. Review motion materials. Attend conference call re: strategy. Preparation for Court attendance. Conference with Daniel Loberto. Attend Court. Conference with Daniel Loberto re: Order. Attend conference call re: operating locations. Review filed Order. Review correspondence from Mike Litwack. Conversation with Steven Dizep re: sale process and motion.
11-Nov-20	Daniel Loberto	Review Michael Litwack correspondence. Review Confidential Information Memorandum.
11-Nov-20	Robert Kennedy	Review correspondence from Mike Litwack re: Pickering location. Review correspondence from Jerry Henechowicz. Consider next steps re: Pickering location and lease.
12-Nov-20	Daniel Loberto	Attend Conference Call. Revise Confidential Information Memorandum. Review Agreement of Purchase and Sale provided by Michael Litwack. Correspond with Michael

Date	Timekeeper	Description of Work
		Litwack.
12-Nov-20	Robert Kennedy	Review correspondence re: Turuss operations. Conference with Ken Kraft re: strategy. Attend conference call with MNP re: Turuss sales and operations. Work on sale process matters. Conference with Daniel Loberto. Review APS.
12-Nov-20	Kenneth Kraft	
13-Nov-20	Daniel Loberto	Review Agreement of Purchase and Sale. Review Template Letter to Customers.
13-Nov-20	Robert Kennedy	Review various correspondence re: books and records. Review draft correspondence re: customers. Conference with Daniel Loberto. Review correspondence from Yang Jiang. Review correspondence from Steve Dizep. Review sale process.
17-Nov-20	Daniel Loberto	Correspond with Yang Jiang requesting books and records.
17-Nov-20	Robert Kennedy	Review correspondence re: books and records. Conference with Daniel Loberto. Correspondence to Mike Litwack.
18-Nov-20	Daniel Loberto	Correspond with Michael Litwack.
23-Nov-20	Daniel Loberto	Review Lease Amendment. Attend Conference Call. Draft Contempt Notice of Motion.
23-Nov-20	Robert Kennedy	Review correspondence from Jerry Henechowicz re: lease matters. Review draft lease amendment and other documentation. Attend update conference call. Conference with Daniel Loberto re: Yang Jiang and document disclosure. Consider contempt motion matters. Conversation with Steve Dizep. Review template APA.
23-Nov-20	Kenneth Kraft	Follow up to forward contempt motion materials.
24-Nov-20	Robert Kennedy	Review draft APA.
25-Nov-20	Daniel Loberto	Draft Asset Purchase Agreement. Review Notice of Motion (Contempt). Revise lease amendment.
25-Nov-20	Robert Kennedy	Work on template APA. Various conversations with Jerry Henechowicz. Various correspondence to and from Jerry Henechowicz re: sale process matters and lease matters.
26-Nov-20	Daniel Loberto	Review and revise Asset Purchase Agreement. Attend Conference Call. Revise lease amendment.
26-Nov-20	Robert Kennedy	Correspondence to and from Jerry Henechowicz. Work on template APA. Attend conference call re: administration matters. Conference with Daniel

Date	Timekeeper	Description of Work
27-Nov-20	Daniel Loberto	Loberto. Review revised APA and provide comments. Correspondence to Daniel Loberto.
30-Nov-20	Robert Kennedy	Revise lease amendment. Review Notice of Motion (Contempt). Work on lease amendment documentation. Various correspondence to and from Jerry Henechowicz. Conversation with Jerry Henechowicz. Review and revise lease amendment. Review correspondence from Mike Litwack re: contempt motion.

Timekeeper	Hours	Rate	Fees
Daniel Loberto	52.8	420.00	22,176.00
Kenneth Kraft	1.0	925.00	925.00
Rennie Ali	0.4	210.00	84.00
Robert Kennedy	39.6	760.00	30,096.00
Total	93.8		\$53,281.00

TOTAL PROFESSIONAL FEES	\$ 53,281.00
Less: Discount	(2,000.00)
NET PROFESSIONAL FEES	\$ 51,281.00

TAXABLE DISBURSEMENTS

Computerized Title Search	\$ 78.50
TOTAL TAXABLE DISBURSEMENTS	\$ 78.50

NON-TAXABLE DISBURSEMENTS

Filing Fee*	\$ 320.00
TOTAL NON-TAXABLE DISBURSEMENTS	\$ 320.00

TOTAL DISBURSEMENTS	<u>398.50</u>
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TOTAL FEES AND DISBURSEMENTS	\$ 51,679.50
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TAXES

HST (13.0%) on Professional Fees of \$51,281.00	\$ 6,666.53
HST (13.0%) on Taxable Disbursements of \$78.50	10.21

TOTAL TAXES	<u>6,676.74</u>
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TOTAL AMOUNT DUE	<u>\$ 58,356.24</u> CAD
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THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF ROBERT KENNEDY
SWORN BEFORE ME THIS 5th DAY OF JANUARY,
2021.



A Commissioner for Taking Affidavits, etc.

EXHIBIT "B"**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP****The Period from August 31, 2020 to November 30, 2020**

Date	Invoice No.	Fees	Discount	Disbursements	Taxes(HST)	Hours	Average Rate	Total
September 30, 2020	3536972	40,065.00	1,500.00	870.78	5,126.65	64.7	463.89	44,562.43
October 31, 2020	3543813	39,448.00	1,448.00	440.00	4,955.60	68.1	590.00	43,395.60
November 30, 2020	3548936	53,281.00	2,000.00	398.50	6,676.74	93.8	578.75	58,356.24
TOTALS:		\$132,794.00	\$4,948.00	\$1,709.28	\$16,758.99	226.6	\$ 544.21	\$146,314.27

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF SERVICE OF ROBERT KENNEDY
SWORN BEFORE ME THIS 5th DAY OF JANUARY,
2021.

A handwritten signature in blue ink, appearing to be "D. S.", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

EXHIBIT "C"**Billing Rates of Dentons Canada LLP**

For the period August 31, 2020 to November 30, 2020

	<u>Standard Rate</u>	<u>Year of Call</u>
Kenneth Kraft	\$925	1991
Robert Kennedy	\$760	2002
Kori Williams	\$700	2008
Fabian Abele	\$590	2014
Danijel Augustinovic	\$545	2015
Daniel Loberto	\$420	2020
Alison McCormick	\$330	Conveyancer
Michael Lay	\$330	Title Searcher
Lori Neilson	\$290	Corporate Searcher
Rennie Ali	\$210	Law Clerk

PILLAR CAPITAL CORP.

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.

Applicant

Respondent

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF ROBERT KENNEDY
(sworn January 5, 2021)**

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO #474070)

Tel: (416) 367-6756

Fax: (416) 863-4592

robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)

Tel: (416) 863-4760

daniel.loberto@dentons.com

Lawyers for the Receiver

Appendix “J”

to the Third Report of the Receiver

**IN THE MATTER OF THE RECEIVERSHIP OF
TURUSS (CANADA) INDUSTRY CO., LTD.
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT DECEMBER 29, 2020**

RECEIPTS

Advance from secured creditor	\$ 475,000.00
Equipment auction proceeds	230,000.00
Rental income	183,175.81
HST collected	23,812.86
Insurance refund	6,207.20
	<u>918,195.87</u>

DISBURSEMENTS

Realty and municipal tax arrears	346,070.04
Receiver fees and disbursements	108,266.50
Legal fees and disbursements	77,875.78
Rent distributions to secured creditor	88,750.00
Utilities	35,742.99
Hazardous waste removal	35,000.00
HST paid	34,233.72
Receiver certificate fees and interest	31,214.57
Security	30,347.69
Insurance	29,940.84
Employee salaries and benefits	20,023.16
Repairs and maintenance	4,879.91
Appraisals	4,550.00
Outside consulting	2,250.00
Travel	571.81
Supplies	263.02
Bank charges	181.50
Photocopies	181.10
Filing fees	71.54
	<u>850,414.17</u>
	<u>\$ 67,781.70</u>

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

THIRD REPORT OF THE RECEIVER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

TAB 3

Court File No.: CV-20-00646729-00CL

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

THE HONOURABLE)	THURSDAY, THE 11 th
)	
JUSTICE GILMORE)	DAY OF JANUARY, 2021

B E T W E E N:

PILLAR CAPITAL CORP.

Applicant

– and –

TURUSS (CANADA) INDUSTRY CO., LTD.

Respondent

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

ORDER

THIS MOTION, made by MNP Ltd., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Turuss (Canada) Industry Co., Ltd. (the “**Debtor**”), for an order:

- (a) abridging the time for service of the Notice of Motion, Motion Record and the Third Report of the Receiver dated January 5, 2020 (the “**Third Report**”), so that this Motion is properly returnable today, and dispensing with further service thereof;
- (b) finding Yang Jiang (“**Jiang**”) in contempt of the Order of the Honourable Justice Gilmore, dated November 10, 2020 (the “**Document Production Order**”);

- (c) approving and authorizing an extension to the bid deadline set forth in the Order of the Honourable Justice Cavanagh dated October 29, 2020 (the “**Sale Process Order**”), from January 11, 2021 to February 26, 2021;
- (d) approving and authorizing that subject to any Order of this Honourable Court, the dates and deadlines contemplated in the Sale Process may be further extended by the Receiver for a total period no greater than four (4) weeks, in its sole discretion acting reasonably, all with a view of maximizing the value of the assets and business of the Debtor;
- (e) approving the Third Report and the activities of the Receiver as set out therein;
- (f) approving the Receiver’s interim statement of receipts and disbursements dated December 29, 2020 (the “**R&D Statement**”);
- (g) approving the fees and disbursements of the Receiver and its legal counsel, Dentons Canada LLP (“**Dentons**”), as set out in the fee affidavit of Jerry Henechowicz dated January 5, 2021 and the fee affidavit of Robert Kennedy dated January 5, 2021 (collectively, the “**Fee Affidavits**”); and
- (h) such further and other grounds as counsel may advise and this Honourable Court may permit;

was heard this day by judicial videoconference via Zoom due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated January 5, 2021, the Third Report, including the Fee Affidavits, and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no other parties appearing although validly served as evidenced by the Affidavit of Amanda Campbell, sworn January 6, 2021 filed:

SERVICE

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

JIANG CONTEMPT

2. **THIS COURT ORDERS AND DECLARES** that Jiang is in contempt of the Document Production Order.

3. **THIS COURT ORDERS AND DIRECTS** Jiang to pay the Receiver's costs of the within motion in the amount of _____.

4. **THIS COURT ORDERS** that a hearing has been scheduled on _____ at _____ for the purposes of determining the penalty for the within contempt finding.

RECEIVER'S ACTIVITIES

5. **THIS COURT ORDERS** that the Third Report, together with the activities and conduct of the Receiver reported therein, be and are hereby approved.

6. **THIS COURT ORDERS** that the R&D Statement is hereby approved.

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Dentons, as set out in the Third Report and the Fee Affidavits, are hereby approved.

SALE PROCESS EXTENSION

8. **THIS COURT ORDERS** that the Deadline, as defined and contemplated in the sale process (the "Sale Process") approved by the Sale Process Order, be extended from January 11 to February 26, 2021.

9. **THIS COURT ORDERS** that, subject to any Order of this Honourable Court, the dates and deadlines contemplated in the Sale Process may be further extended by the Receiver for a

total period no greater than four (4) weeks, in its sole discretion acting reasonably, all with a view of maximizing the value of the assets and business of the Debtor.

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

ORDER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver

PILLAR CAPITAL CORP.
Applicant

- and -

TURUSS (CANADA) INDUSTRY CO., LTD.
Respondent

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

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD
(returnable January 11, 2021)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario M5K 0A1

Robert Kennedy (LSO #474070)
Tel: (416) 367-6756
Fax: (416) 863-4592
robert.kennedy@dentons.com

Daniel Loberto (LSO # 79632Q)
Tel: (416) 863-4760
daniel.loberto@dentons.com

Lawyers for the Receiver