AlixPartners

Tenth Report to Court of AlixPartners Restructuring, Inc. as Receiver of La Pue International Inc.

July 17, 2026

Contents **Page**

1.0 Introduction 1

1.1 Purposes of this Report 3

1.2 Currency 5

1.3 Restrictions 5

2.0 Background 6

2.1 The Company, the Real Property and the Project 6

2.2 The Allendale Properties 6

2.3 Sale Transaction 8

2.4 Homebuyer Deposits and Surety Bonds 8

2.5 Homebuyer Communications and Outside Occupancy Date 10

2.6 Construction Liens and Holdback Reserve 11

3.0 Deposit Return Protocols and APS Terminations 12

3.1 Overview 12

3.2 First DRP 13

3.3 Second DRP 14

3.4 Third DRP 15

3.5 Assignment and Assumption of Certain Unit APSs 15

3.6 Fourth DRP and Remaining APSs 16

3.7 Releases and Deposit Administration 18

4.0 Sealing 19

5.0 Lien Holdback 20

5.1 Background 20

5.2 Holdback Settlement and Continuing Lien Proceedings 21

5.3 Receiver's Recommendation Regarding the Lien Holdback Order 22

6.0 Receiver's Activities 23

7.0 Interim R&D, Fees, Final Distributions and Discharge 24

7.1 Interim R&D 24

7.2 Professional Fees and Fee Accrual 24

7.3 Final Distributions 25

7.4 Approval of Reports and Activities 25

7.5 Discharge 26

8.0 Conclusion and Recommendation 27

Appendices

Appendix	Tab
Receivership Order dated October 19, 2023	A
First Report of the Receiver dated December 13, 2023	B
Second Report of the Receiver dated April 2, 2024	C
Third Report of the Receiver dated June 17, 2024	D
Fourth Report of the Receiver dated December 11, 2024	E
Fifth Report of the Receiver dated January 20, 2025	F
Sixth Report of the Receiver dated January 22, 2025	G
Seventh Report of the Receiver dated February 20, 2025	H
Eighth Report of the Receiver dated March 31, 2025	I
Ninth Report of the Receiver dated September 25, 2025	J
Sale Approval Order dated June 21, 2024	K
Glynn Report dated September 22, 2025	L
First DRP	M
Second DRP	N
Third DRP	O
Fourth DRP	P
Form of Notice to Homebuyers	Q
Interim R&D	R
Receiver's Fee Affidavit	S
Aird & Berlis Fee Affidavit	T
Chaitons Fee Affidavit	U

Confidential Appendix	Tab
Unredacted Purchaser Schedules to Deposit Return Protocols	1

AlixPartners

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

IN THE MATTER OF AN 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

TENTH REPORT OF ALIXPARTNERS RESTRUCTURING, INC.
AS RECEIVER

JULY 17, 2026

1.0 Introduction

1. This tenth report (the "**Report**") is filed by AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.)[1] ("**AlixPartners**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings and property of La Pue International Inc. (the "**Company**" or the "**Debtor**") acquired for, or used in relation to, a business carried on by the Company (collectively, the "**Property**"), pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023 (the "**Receivership Order**"). A copy of the Receivership Order is attached hereto as **Appendix "A"**.

1 Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Receiver in these proceedings, pursuant to an order of the Court dated June 3, 2026. The professionals involved in this mandate prior to this order being granted remain unchanged.

2. The subject of these proceedings, and the Company's principal asset, was the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). Prior to the receivership proceedings, the Company intended to develop and construct on the Real Property a condominium project known as the "Stanley District" (the "**Project**"). As described below, 5978 Allendale (as defined below) was subsequently excluded from the Property, while 6092 Allendale (as defined below) remains subject to the Receiver's appointment.

3. MarshallZehr Group Inc. ("**MarshallZehr**") is the principal secured creditor of the Company and was the applicant in these proceedings.

4. Since its appointment, the Receiver has filed the following reports with the Court:

   a) the first report of the Receiver dated December 13, 2023 (the "**First Report**");

   b) the second report of the Receiver dated April 2, 2024 (the "**Second Report**");

   c) the third report of the Receiver dated June 17, 2024 (the "**Third Report**");

   d) the fourth report of the Receiver dated December 11, 2024 (the "**Fourth Report**");

   e) the fifth report of the Receiver dated January 20, 2025 (the "**Fifth Report**");

   f) the sixth report of the Receiver dated January 22, 2025 (the "**Sixth Report**");

   g) the seventh report of the Receiver dated February 20, 2025 (the "**Seventh Report**");

   h) the eighth report of the Receiver dated March 31, 2025 (the "**Eighth Report**"); and

   i) the ninth report of the Receiver dated September 25, 2025 (the "**Ninth Report**" and, collectively with the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Sixth Report, the Seventh Report and the Eighth Report, the "**Prior Reports**").

5. Copies of the Prior Reports, in each case without its appendices, are attached as **Appendices "B" to "J"**, respectively. Where this Report refers to or relies upon a specific appendix to a Prior Report in connection with the relief sought, that specific appendix is reattached separately to this Report and identified separately in the appendix schedule. Redacted versions of the Deposit Return Protocols (as defined below) are attached as Appendices to this Report, and the unredacted versions of the purchaser schedules to the Deposit Return Protocols, which disclose the unit numbers redacted from the corresponding purchaser schedules included in the public versions of the Deposit Return Protocols, are attached collectively as **Confidential Appendix "1"** (the "**Confidential Appendix**").

6. Further information regarding these proceedings is provided in the Application Record and subsequent materials filed to date, all of which can be found on the Receiver's case website (the "**Case Website**") at https://www.ksvadvisory.com/experience/case/lapue.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide the Court with background information concerning these proceedings, including the results of the Sale Process (as defined below), the Amended Transaction (as defined below), the treatment of Homebuyers and their Unit APSs (as defined below), the administration of Deposits (as defined below) and remaining construction lien-related issues;

   b) provide the Court with information regarding the Allendale Properties (as defined below), including the exclusion of 5978 Allendale from the receivership pursuant to the Sale Approval Order (as defined below), the continuing inclusion of 6092 Allendale in the Property and the Receiver's proposed discharge in respect of 6092 Allendale;

   c) summarise the activities of the Receiver since the Ninth Report;

   d) provide the Court with information regarding the Deposit Return Protocols, including the circumstances giving rise to them, the Receiver's related communications with Homebuyers, the assignment and assumption of certain Unit APSs and the Outside Occupancy Date (as defined below);

   e) provide the Court with information regarding the settlement of the disputed quantum and priority of the statutory holdback under the Construction Act (as defined below), the proposed payment of the Holdback Settlement Amount (as defined below) from the Holdback Reserve (as defined below) to the Accountant of the Ontario Superior Court of Justice (the "**Accountant**") and the continuation of the Lien Proceedings (as defined below) to determine the respective entitlements of the Lien Claimants (as defined below) to the Holdback Settlement Amount;

f) seek an order (the "**DRP Approval Order**"):

(i) approving the Deposit Return Protocols, including approval *nunc pro tunc* of each of the First DRP, Second DRP and Third DRP (each as defined below) and all steps taken prior to the date of the DRP Approval Order in respect of the implementation thereof;

(ii) approving the Fourth DRP (as defined below) with respect to the remaining Unit APSs that were not assigned to the Asset Purchaser (as defined below) pursuant to the APA (as defined below);

(iii) authorising and directing the Receiver, Miller Thomson LLP ("**Miller Thomson**"), in its capacity as replacement escrow agent and administrator of the Deposits for the Project (in such capacity, the "**Replacement Escrow Agent**"), Tarion Warranty Corporation ("**Tarion**"), The Sovereign General Insurance Company ("**Sovereign**"), the Asset Purchaser and any other party identified in the Deposit Return Protocols to complete any remaining steps for the Implemented DRPs (as defined below), as applicable, in accordance with their terms and the DRP Approval Order;

(iv) authorising and directing the Replacement Escrow Agent to return the Deposits addressed by the Fourth DRP in accordance with its terms and the DRP Approval Order;

(v) terminating, effective as of the date of the DRP Approval Order, the Remaining APSs (as defined below), subject to the payments required to be made to the applicable Homebuyers under the Fourth DRP;

(vi) confirming that the DRP Approval Order does not affect, amend, release, terminate or disclaim the Assumed APSs (as defined below); and

(vii) sealing the Confidential Appendix;

g) seek an order (the "**Lien Holdback Order**") fixing the statutory holdback under the Construction Act in the amount of the Holdback Settlement Amount, authorising and directing the Receiver to pay the Holdback Settlement Amount from the Holdback Reserve to the Accountant to the credit of the Lien Proceedings, relieving the Receiver and the Company of any further obligation to hold, reserve or pay any additional amount in respect of the Holdback Settlement Amount and providing for the continuation of the Lien Proceedings to determine the Lien Claimants' respective entitlements to the Holdback Settlement Amount;

h) seek an order (the "**Discharge Order**"):

(i) approving the Receiver's interim statement of receipts and disbursements for the period from October 19, 2023 to July 15, 2026 (the "**Interim R&D**");

(ii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP ("**Aird & Berlis**"), and the fees and disbursements of Chaitons LLP ("**Chaitons**"), as former counsel to the Receiver, including an accrual to complete the administration of these proceedings (the "**Fee Accrual**");

(iii) approving each of the Fifth Report, Sixth Report, Seventh Report, Eighth Report, Ninth Report and this Report, and the activities of the Receiver described therein;

(iv) authorising the Receiver to make one or more final distributions to MarshallZehr, subject to the payment of approved fees and disbursements, the Fee Accrual, payment of the Holdback Settlement Amount to the Accountant and the maintenance of such reserves as the Receiver considers necessary or appropriate to complete the administration of these proceedings; and

(v) discharging AlixPartners as Receiver in respect of all remaining Property, including 6092 Allendale, upon completion of the remaining administration of these proceedings and the filing of a certificate evidencing same in the form attached to the Discharge Order (the "**Discharge Certificate**").

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information, provided by the Company, MarshallZehr, Sullivan Mahoney LLP ("**Sullivan Mahoney**"), Miller Thomson, Tarion, Sovereign, the Asset Purchaser, the Lien Claimants and their respective counsel and advisors (collectively, the "**Information**"), as applicable.

2. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

3. The Receiver expresses no opinion or other form of assurance with respect to the Information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Information should perform its own diligence.

4. Future-oriented financial information referred to in this Report, if any, is based on the Receiver's estimates and assumptions. Actual results may vary from such information, and such variations may be material.

2.0 Background

2.1 The Company, the Real Property and the Project

1. The Company is a single-purpose entity that owned, among other property, the Real Property.

2. Pawel Fugiel ("**Mr. Fugiel**") is the sole officer and director of the Company.

3. The Company planned to develop and construct three mid-rise buildings on the Real Property: a mixed-use building, a hotel and a residential building. Before the receivership proceedings, the Company completed significant shoring and excavation work on the Project, but no other phase of construction had commenced.

4. Before the receivership proceedings, the Company had entered into pre-construction agreements of purchase and sale with purchasers (the "**Homebuyers**") of proposed condominium units in the Project (the "**Unit APSs**").

5. As described in the First Report, prior to the commencement of these proceedings, the Receiver understood that the Company had pre-sold over 350 proposed condominium units and collected approximately $42.7 million in deposits from Homebuyers (the "**Deposits**").

6. The Deposits were initially held by Sullivan Mahoney, in its capacity as escrow agent pursuant to a deposit trust agreement dated August 31, 2020 among the Company, Sovereign and Sullivan Mahoney (the "**Deposit Trust Agreement**"). The Deposit Trust Agreement was entered into in connection with certain surety bonds issued by Sovereign in support of the Project. As described below, those bonds have since been cancelled.

2.2 The Allendale Properties

1. As set out in section 4.0 of the Third Report, after its appointment, the Receiver learned that, in addition to the Real Property, the Company was the registered owner of two small adjacent lots municipally known as 5978 Allendale Avenue, Niagara Falls, Ontario ("**5978 Allendale**") and 6092 Allendale Avenue, Niagara Falls, Ontario ("**6092 Allendale**" and, together with 5978 Allendale, the "**Allendale Properties**").

2. The Third Report stated that 5978 Allendale was subject to, among other registrations, a first-ranking charge in favour of Framajo Enterprises Limited ("**Framajo**"), as amended, in the principal amount of $1.1 million. The Receiver was advised that Framajo had issued a notice of sale to the Company and that the amount owing under its first-ranking charge exceeded the value of 5978 Allendale. Framajo requested that it be permitted to enforce its charge against 5978 Allendale under power of sale. The Receiver therefore sought an amendment to the Receivership Order to exclude 5978 Allendale from the Property.

3. Pursuant to an order of the Court dated June 21, 2024 (the "**Sale Approval Order**"), the Court approved the Third Report and the Receiver's activities described therein and amended paragraph 1 of the Receivership Order to exclude 5978 Allendale, bearing PIN 64349-0178 (LT), from the Property. As a result, the Receiver ceased to be appointed in respect of 5978 Allendale. A copy of the Sale Approval Order is attached as **Appendix "K"** to this Report.

4. With respect to 6092 Allendale, the Third Report stated that a charge in the principal amount of $1.505 million was registered in favour of Jaroslaw Proborszcz and Yasmeen Moroz and a charge in the principal amount of $820,000 was registered in favour of Dariusz Konopka and Aleksander Jacak. Marek Tufman, who advised that he acted as counsel for the holders of both registered charges, informed the Receiver and its counsel that his clients wished to proceed with enforcement of their charges. At the time of the Third Report, the Receiver's counsel and Mr. Tufman were continuing to discuss that request.

5. The Sale Approval Order did not exclude 6092 Allendale from the Property, and the Receiver is therefore still appointed in respect of 6092 Allendale. The Receiver did not, however, take possession or control of, administer, market or realise upon 6092 Allendale.

6. Based on discussions with Colliers Macaulay Nicolls Inc. ("**Colliers**"), the listing agent that was engaged to sell the Project, the Receiver understands that the principal charges registered by the above-noted charge holders are significantly in excess of the valuation of the 6092 Allendale property.

7. The Receiver is not aware of any remaining receivership purpose to be served by continuing its appointment over 6092 Allendale. Accordingly, the Receiver is seeking its discharge in respect of all remaining Property, expressly including 6092 Allendale, upon the filing of the Discharge Certificate. The proposed Discharge Order will provide that, upon the filing of the Discharge Certificate, AlixPartners shall be discharged as Receiver in respect of all remaining Property, including 6092 Allendale.

2.3 Sale Transaction

1. On December 20, 2023, the Court issued an order approving a sale process for the Real Property and certain related assets (the "**Sale Process**").

2. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an asset purchase agreement (the "**Original APA**") contemplating, among other things, the sale of the Real Property and the assumption of 359 Unit APSs (the "**Original Transaction**").

3. On June 11, 2024, Lakeshore assigned its right, title and interest in the Original APA to 1000835091 Ontario Inc. ("**091**" or the "**Asset Purchaser**").

4. On June 21, 2024, the Court approved the Original Transaction.

5. 091 did not complete the Original Transaction, which the Receiver terminated. The parties subsequently reinstated and amended the Original APA (as reinstated and amended, the "**APA**"). The transaction contemplated by the APA is referred to as the "**Amended Transaction**".

6. On January 7, 2025, the Court issued an approval and vesting order approving the APA and the Amended Transaction (the "**AVO**"). The Company served a notice of appeal dated January 16, 2025 from the AVO. The Receiver sought a declaration that there was no automatic right of appeal pursuant to section 193 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and that leave should be denied.

7. On February 19, 2025, the Court of Appeal granted the Receiver's motion and dismissed the Company's cross-motion.

8. The Amended Transaction closed on March 19, 2025.

9. Pursuant to the Amended Transaction, the Asset Purchaser could only assume the Unit APSs once registered with the Home Construction Regulatory Authority ("**HCRA**") and once it had obtained the requisite approvals from HCRA. The Asset Purchaser had 90 days following closing, with an option for a further 90 days, or such other date as agreed to between the Receiver and the Asset Purchaser, to satisfy those requirements.

2.4 Homebuyer Deposits and Surety Bonds

1. The Unit APSs gave rise to issues concerning the Deposits and the treatment of Homebuyers following completion of the Amended Transaction.

2. The materials reviewed by the Receiver indicate that Sovereign issued surety bonds in favour of Tarion in connection with certain Tarion-backstopped deposit claims under the *Ontario New Home Warranties Plan Act*.

3. Following completion of the Amended Transaction, Sullivan Mahoney, Sovereign, the Replacement Escrow Agent, Tarion, the Receiver and the Asset Purchaser made arrangements to transition administration of the Deposits from Sullivan Mahoney to the Replacement Escrow Agent. The arrangements included the transfer of the Deposits, accrued interest and related records, payments to Sovereign and Sullivan Mahoney and the release and cancellation of the Sovereign bonds.

4. The Receiver understands that Sovereign authorised Sullivan Mahoney to transfer $36,960,815.30, exclusive of interest, representing the aggregate Deposits held in respect of active Unit APSs, to the Replacement Escrow Agent. The Receiver further understands that Sullivan Mahoney provided the Replacement Escrow Agent with an updated deposit report and related supporting documentation.

5. Under the transfer arrangements:

    a) Sullivan Mahoney was to pay Sovereign $500,000 from the Deposits and accrued interest on account of Sovereign's outstanding premiums and expenses;

    b) the Receiver was to pay Sullivan Mahoney $30,000 from receivership proceeds on account of Sullivan Mahoney's outstanding fees, inclusive of taxes and disbursements; and

    c) following those payments, Sullivan Mahoney was to transfer to the Replacement Escrow Agent the Deposits, to the extent not already transferred, and the accrued interest held in trust, to be administered in accordance with the applicable escrow arrangements and Deposit Return Protocols.

6. Tarion issued full release letters dated June 16, 2026 in respect of:

    a) Sovereign Surety Bond No. 77-10144, release reference 43457-1, with a current value of $1,625,000; and

    b) Sovereign Surety Bond No. 77-10221, release reference 47131-1, with a current value of $11,962,500.

7. Each letter confirmed that the applicable bond was no longer required and could be released in full.

8. Sullivan Mahoney, Sovereign, the Receiver, the Asset Purchaser and the Replacement Escrow Agent entered into a release and indemnity agreement relating to the Deposit Trust Agreement dated July 17, 2026 (the "**Release**") addressing the termination of Sullivan Mahoney's role as escrow agent, the transfer of Deposits and accrued interest and the release and cancellation of the bonds.

2.5 Homebuyer Communications and Outside Occupancy Date

1. Since the commencement of these proceedings, the Receiver has provided periodic notices to Homebuyers regarding the Sale Process, the Original Transaction, the Amended Transaction, the treatment of Unit APSs and Deposit-related issues. These notices were posted to the Receiver's Case Website, and in certain cases, emailed directly to the Homebuyers based on the contact information provided to the Receiver by Sullivan Mahoney.

2. As described in the Eighth Report, following closing, the Receiver emailed a notice dated March 28, 2025 to Homebuyers for whom it had contact information and posted it to the Receiver's Case Website. The notice advised that the Amended Transaction had closed, the Asset Purchaser was working to restart construction of the Project and the Asset Purchaser was required to obtain HCRA licensing before assuming the Unit APSs.

3. The Receiver subsequently issued further notices regarding:

    a) the Asset Purchaser's progress in obtaining HCRA licensing, Tarion enrolment and bonding arrangements;

    b) certain Unit APSs having an outside occupancy date of May 30, 2025 (the "**Outside Occupancy Date**") and related purchaser termination provisions;

    c) the potential termination rights and Deposit return issues and the time for exercising those rights; and

    d) the Asset Purchaser's intention not to assume certain Unit APSs with the Outside Occupancy Date.

4. The Receiver also worked with the Asset Purchaser and other stakeholders to extend, where applicable, the period for the assignment and assumption of Unit APSs while the Asset Purchaser addressed bonding, Tarion enrolment and related closing mechanics.

5. The Outside Occupancy Date was the latest date specified in certain Unit APSs by which the vendor agreed to provide occupancy. Under the applicable Tarion Statement of Critical Dates and Addendum, if the unit was not complete by the Outside Occupancy Date, the Homebuyer had 30 days beginning the following day (the "**Purchaser's Termination Period**") to terminate the applicable Unit APS by written notice in accordance with section 10 of the Addendum. A timely termination entitled the Homebuyer to the return of all monies paid under the Unit APS, together with interest in accordance with the *Condominium Act*, 1998, S.O. 1998, c. 19 (the "**Condominium Act**"), but no other claim against the vendor. Homebuyers who provided timely notices were addressed through the First DRP, while certain Homebuyers who requested termination after that period were addressed through the Second DRP.

6. The Deposit Return Protocols were developed to address these matters, including the Outside Occupancy Date, the status of the Asset Purchaser's HCRA licensing, Tarion enrolment and bonding arrangements, the assignment and assumption of certain Unit APSs and the orderly return of Deposits.

2.6 Construction Liens and Holdback Reserve

1. Construction liens had been registered against title to the Real Property.

2. The Eighth Report identified five lien claimant groups (collectively, the "**Lien Claimants**"):

   a) Buttcon Limited ("**Buttcon**");

   b) HC Matcon Inc. ("**HC Matcon**");

   c) Kada Group Inc. ("**Kada**");

   d) Astro Excavating Inc. ("**Astro**"); and

   e) TT Galbraith Electric Ltd. ("**Galbraith**").

3. The Eighth Report stated that the registered liens totalled approximately $13.66 million.

4. In connection with the Amended Transaction and the Receiver's proposed interim distribution to MarshallZehr, the Receiver established, with Court approval, a $1.4 million reserve (the "**Holdback Reserve**") to address potential priority claims by the Lien Claimants under the *Construction Act*, R.S.O. 1990, c. C.30 (the "**Construction Act**").

5. MarshallZehr asserted that its mortgage security had priority over the Lien Claimants' claims, including the statutory holdback, because its mortgage was a prior mortgage under the Construction Act. Certain Lien Claimants asserted that they were entitled to priority over MarshallZehr to the extent of any deficiency in the statutory holdback.

6. Following closing, the Receiver requested information from the Lien Claimants, retained Glynn Group Incorporated ("**Glynn**") to assess holdback issues and filed the Ninth Report.

7. Glynn delivered its report entitled "Mixed Use Development Stanley District, Niagara Falls, Ontario - Review of Work as at April 23, 2025", dated September 22, 2025 (the "**Glynn Report**"). The Glynn Report was attached as Appendix "C" to the Ninth Report and has been reattached separately as **Appendix "L"** to this Report.

8. Certain Lien Claimants objected to the Receiver's assessment of the statutory holdback and the methodology in the Glynn Report. The Receiver, MarshallZehr, Sovereign and certain Lien Claimants subsequently engaged in settlement discussions concerning the holdback-related issues, as described below.

3.0 Deposit Return Protocols and APS Terminations

3.1 Overview

1. The Receiver, the Asset Purchaser, Miller Thomson, Tarion, Sovereign and other stakeholders have developed the Deposit Return Protocols and implemented the Implemented DRPs to address the return of Deposits to certain Homebuyers.

2. The Deposit Return Protocols address:

    a) Homebuyers who exercised termination rights under the Tarion Statement of Critical Dates and Addendum attached to their Unit APSs;

    b) Homebuyers whose later termination requests were not opposed by the Asset Purchaser;

    c) Homebuyers whose terminations were permitted on a mutual-consent basis; and

    d) Remaining APSs to be addressed by Court order.

3. The Deposit Return Protocols consist of:

    a) the Deposit Return Protocol dated October 7, 2025 (the "**First DRP**");

    b) the Second Deposit Return Protocol effective as of June 1, 2026 (the "**Second DRP**");

    c) the Third Deposit Return Protocol effective as of July 2, 2026 (the "**Third DRP**" and, collectively with the First DRP and the Second DRP, the "**Implemented DRPs**"); and

    d) the proposed Court-Ordered Deposit Return Protocol for the Remaining APSs (the "**Fourth DRP**" and, collectively with the Implemented DRPs, the "**Deposit Return Protocols**").

    Redacted versions of the Deposit Return Protocols are attached as Appendices to this Report. The unredacted versions of the purchaser schedules to the Deposit Return Protocols are attached collectively as the Confidential Appendix.

4. The Receiver is seeking approval, *nunc pro tunc* where applicable, of the Implemented DRPs and all steps previously taken in respect thereof, approval of the Fourth DRP, and authority for the Receiver, the Replacement Escrow Agent, the Asset Purchaser, Tarion, Sovereign and other parties identified in the Deposit Return Protocols to complete the Implemented DRPs, as applicable, in accordance with their terms and the DRP Approval Order. The Receiver also seeks authority for the Replacement Escrow Agent to return the Deposits addressed by the Fourth DRP in accordance with its terms and the DRP Approval Order.

5. The DRP Approval Order would permit the Receiver to make minor changes to the Deposit Return Protocols, including their schedules and forms, without further order of the Court, provided that such changes are not materially inconsistent with the DRP Approval Order and, where applicable, are made with the consent of Tarion, Sovereign, the Replacement Escrow Agent, the Asset Purchaser or any applicable surety whose rights or obligations are affected.

3.2 First DRP

1. The First DRP applies to certain Homebuyers who notified the Receiver that they were exercising their right to terminate their Unit APSs during the applicable Purchaser's Termination Period in accordance with section 10(b) of the applicable Tarion Statement of Critical Dates and Addendum.

2. The First DRP established a process for the return of Deposits to those Homebuyers, including review of termination notices, Unit APSs, Deposit information and purchaser documentation. It also records the agreement of the Receiver, the Company and the Asset Purchaser that the terminations were effective.

3. The First DRP applies to the Homebuyers identified in Schedule "A" thereto. A redacted version is attached as **Appendix "M"**. The unredacted version of Schedule "A" to the First DRP is included in the Confidential Appendix.

4. Pursuant to the First DRP, Miller Thomson, as counsel to the Asset Purchaser, was to notify applicable Homebuyers of the refund process and request an executed acknowledgement and release, photo identification and a mailing address. Following the confirmations required thereunder, Sullivan Mahoney, as escrow agent, was to transfer the Deposits to be released to Miller Thomson, and Miller Thomson was to prepare refund cheques and advise the Homebuyers when they were available for pick-up. The applicable Homebuyers are entitled to the principal amount of their Deposits, together with interest pursuant to the Condominium Act.

5. Homebuyer releases are not effective until the applicable Homebuyer has received the Deposit to which they are entitled.

6. Miller Thomson advised the Receiver that the Deposit return cheques to the Homebuyers subject to the First DRP were issued in two batches, on or around December 16, 2025 and February 9, 2026.

3.3 Second DRP

1. The Second DRP applies to Homebuyers who requested termination of their Unit APSs after the expiry of the Purchaser's Termination Period.

2. Although the requests were not delivered within the Purchaser's Termination Period, the Asset Purchaser did not oppose the Homebuyers' termination of their Unit APSs. The Second DRP therefore permits the late terminations on consent and provides for the return of the applicable Deposits in principal only, without interest.

3. The Second DRP applies to the Homebuyers identified in Schedule "A" thereto. A redacted version is attached as **Appendix "N"**. The unredacted version of Schedule "A" to the Second DRP is included in the Confidential Appendix.

4. The Second DRP provides that the applicable Homebuyers must waive any entitlement to interest under the Condominium Act in the acknowledgement and release.

5. The Second DRP requires the Replacement Escrow Agent to deliver to the Receiver and Tarion monthly briefs for each applicable Homebuyer containing, where available:

    a) an executed acknowledgement and release;

    b) photo identification;

    c) the relevant page or pages of the Unit APS identifying the purchaser, unit, Deposit amounts and signatures; and

    d) any assignment of the Unit APS in the Replacement Escrow Agent's possession.

6. Tarion is to confirm, within 10 business days after receiving a brief, that it is complete and that liability for the Tarion-backstopped deposit claims of the relevant Homebuyers will be extinguished once the Replacement Escrow Agent releases the applicable amounts.

7. Within three business days after Tarion's confirmation, the Replacement Escrow Agent is to release the applicable Deposits to the relevant Homebuyers or as directed in writing, to the extent the Deposits are held by the Replacement Escrow Agent.

8. A Homebuyer's release is not effective until they have received the Deposit to which they are entitled.

9. Miller Thomson advised the Receiver that the Deposit return cheques to the Homebuyers subject to the Second DRP were issued on or around June 26, 2026.

3.4 Third DRP

1. The Third DRP applies to four Homebuyers who requested, by notice to the Receiver and/or Miller Thomson, termination of their Unit APSs on a mutual-consent basis.

2. The Third DRP states that the applicable Homebuyers are not terminating their Unit APSs pursuant to a unilateral termination right, but solely on a mutual-consent basis.

3. The Third DRP provides that the applicable Homebuyers are to receive their Deposits in principal only, without interest, and are required to execute and deliver an acknowledgement and release waiving any entitlement to interest. The Receiver is then to execute the acknowledgement and release and provide a fully executed copy to Miller Thomson, following which Miller Thomson is to release the applicable Deposit to the Homebuyer, or as the Homebuyer may otherwise direct in writing, to the extent held by Miller Thomson.

4. The Third DRP applies to the Homebuyers identified in Schedule "A" thereto. A redacted version is attached as **Appendix "O"**. The unredacted version of Schedule "A" to the Third DRP is included in the Confidential Appendix.

5. The Homebuyer's release is not effective until the Homebuyer has received the Deposit to which they are entitled.

6. The Third DRP excludes Assumed APSs and provides that no Deposits or accrued interest shall be released in connection with them.

7. Miller Thomson has advised the Receiver that it is preparing the applicable Deposit return cheques and expects the related payments to be made within days after the date of this Report and before the return date of this motion.

3.5 Assignment and Assumption of Certain Unit APSs

1. Pursuant to an assignment and assumption agreement dated July 17, 2026, between the Receiver and the Asset Purchaser (the "**Assignment Agreement**"), the Receiver assigned to the Asset Purchaser and the Asset Purchaser assumed certain Unit APSs (the "**Assumed APSs**"). From the date of the Assignment Agreement, the Asset Purchaser assumed the Company's obligations and liabilities under the Assumed APSs as if it were the original vendor.

2. The assignment and assumption occurred after:

    a) HCRA issued Vendor and Builder Licence No. B64198 to the Asset Purchaser on May 27, 2025;

b) Aviva Insurance Company of Canada issued a Tarion bond to the Asset Purchaser, which was posted with Tarion on or about February 11, 2026; and

c) Sovereign authorised Sullivan Mahoney, effective June 18, 2026, to transfer to the Replacement Escrow Agent all Deposits relating to the Assumed APSs.

3. The Assumed APSs are not affected by the relief sought in respect of the Remaining APSs or by the Deposit Return Protocols, except as expressly provided in applicable agreements, protocols or Court orders.

4. The DRP Approval Order provides that it does not affect, amend, release, terminate or disclaim any Assumed APS.

5. Unit APSs not assigned to and assumed by the Asset Purchaser or otherwise terminated or addressed through an Implemented DRP are the "**Remaining APSs**". As of the date of this Report, there are six Remaining APSs, and a total of 362 Unit APSs have been assigned to and assumed by the Asset Purchaser as Assumed APSs.

6. The Receiver and the Asset Purchaser have also prepared a notice of assignment to be delivered to the applicable Homebuyers advising that their Unit APSs have been assigned to the Asset Purchaser and that the Asset Purchaser has assumed the Company's obligations and liabilities under those Unit APSs, effective as of July 17, 2026.

3.6 Fourth DRP and Remaining APSs

1. The Fourth DRP addresses the six Remaining APSs listed in Schedule "A" thereto.

2. The Receiver is seeking an order:

   a) subject to the payments required under the Fourth DRP, terminating the Remaining APSs effective as of the date of the DRP Approval Order;

   b) approving the Fourth DRP; and

   c) authorising and directing the Replacement Escrow Agent to return the applicable Deposits to the Homebuyers listed in Schedule "A" in accordance with the Fourth DRP and the DRP Approval Order, to the extent the Deposits are held by the Replacement Escrow Agent and authorised to be released.

3. The Fourth DRP provides that, upon issuance and entry of the DRP Approval Order, the Replacement Escrow Agent will notify each Homebuyer under a Remaining APS listed in Schedule "A". A redacted version is attached as **Appendix "P"**. The unredacted version of Schedule "A" to the Fourth DRP is included in the Confidential Appendix.

4. The notice will advise the applicable Homebuyer that:

    a) their Unit APS has been terminated pursuant to the DRP Approval Order;

    b) the Replacement Escrow Agent has been authorised and directed to return the applicable Deposit; and

    c) the Homebuyer must provide reasonable information and documentation to confirm their identity, mailing address and payment instructions, which may include a signed receipt, acknowledgement, payment direction or other administrative confirmation reasonably required to process the return of the applicable Deposit, provided that it does not amend, derogate from or otherwise limit the DRP Approval Order.

5. Each applicable Deposit is to be returned in the principal amount held by the Replacement Escrow Agent in respect of the Remaining APS, together with interest under the Condominium Act, unless otherwise ordered.

6. The Replacement Escrow Agent will not be required to release a Deposit unless and until the conditions set out in the Fourth DRP have been satisfied, including receipt of any direction or consent required from the Receiver and, if applicable in the opinion of the Replacement Escrow Agent, any applicable surety.

7. After returning each Deposit, the Replacement Escrow Agent is to provide written confirmation to the Receiver.

8. The Fourth DRP provides that the releases contemplated thereunder are to be set out in the DRP Approval Order and, unless otherwise ordered by the Court, are not to be conditional upon the execution of a separate acknowledgement and release by any applicable Homebuyer, except that the Replacement Escrow Agent may require an applicable Homebuyer to execute a receipt, acknowledgement, payment direction or other administrative confirmation reasonably required to process the return of the applicable Deposit. The form of receipt and payment direction attached to the Fourth DRP provides, among other things, that, upon repayment of the applicable Deposit, the Homebuyer shall not make or pursue any claim or proceeding with respect to the Deposit against the parties identified therein.

9. The DRP Approval Order provides that, subject to the payments required under the Fourth DRP, the Remaining APSs shall cease to be continuing obligations effective against the Debtor, the Receiver, the Replacement Escrow Agent, the Real Property and any Deposits held by the Replacement Escrow Agent, except as expressly provided in the DRP Approval Order or the Fourth DRP.

10. The DRP Approval Order further provides that, in no circumstances, shall the Asset Purchaser or the Replacement Escrow Agent have any liability for delayed occupancy compensation or any other similar amount owing or payable in respect of the Remaining APSs.

11. The DRP Approval Order provides that the notices, acknowledgements, releases, receipts, payment directions, statutory declarations, certificates and other forms attached to the Deposit Return Protocols are approved, subject to non-material amendments in accordance with the DRP Approval Order and the applicable Deposit Return Protocol.

12. The Fourth DRP permits the Receiver to amend Schedule "A" before the hearing to remove any Unit APS resolved by mutual consent, acknowledgement and release, a further deposit return protocol or order of the Court. The Fourth DRP does not apply to any Unit APS so removed.

13. The Fourth DRP provides a clear Court-approved mechanism to terminate the Remaining APSs and return Deposits in an orderly and efficient manner.

14. The Receiver intends to provide notice to affected Homebuyers regarding the proposed relief. The form of notice is attached to this Report as **Appendix "Q"**.

3.7 Releases and Deposit Administration

1. The DRP Approval Order provides that no Deposit or accrued interest shall be released under any Deposit Return Protocol in respect of any Assumed APS, except as expressly provided in:

    a) the Assignment Agreement;

    b) the Release;

    c) any applicable escrow or trust arrangements; or

    d) any further order of the Court.

2. The DRP Approval Order also provides that it does not amend, modify, release or otherwise affect the Assignment Agreement, the Release or any separate escrow, trust, deposit-transfer, surety, Tarion bond, release letter or related arrangement among applicable parties in respect of the Real Property, the Deposit Return Protocols or the Deposits, except as expressly provided in the DRP Approval Order or the applicable Deposit Return Protocol.

3. The DRP Approval Order further provides that:

    a) the Debtor, the Receiver, the Replacement Escrow Agent, the Asset Purchaser, Aird & Berlis, Tarion, Sovereign, any other applicable surety and each of their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and

controlling persons shall have no liability for losses, claims, damages or liabilities arising from the Deposit Return Protocols, the termination of the Remaining APSs, the return of Deposits or the implementation of the DRP Approval Order, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of such person in performing its obligations under the applicable Deposit Return Protocol or the DRP Approval Order, as determined by the Court in a final order not subject to appeal or other review;

b) in implementing the Deposit Return Protocols and the DRP Approval Order, the Receiver shall have all the benefits and protections granted to it under the BIA and any other order of the Court in these proceedings; and

c) the Replacement Escrow Agent, in carrying out its role under the DRP Approval Order and the Deposit Return Protocols, is authorised to rely on those documents, the purchaser information and deposit records available to it and any direction or consent provided by the Receiver in accordance with the DRP Approval Order or the applicable Deposit Return Protocol.

4.0 Sealing

1. The Receiver is seeking a sealing order in respect of the Confidential Appendix.

2. The redacted versions of the Deposit Return Protocols will be filed publicly as Appendices to this Report. The redactions will be limited to the unit numbers appearing in the respective purchaser schedules.

3. The unredacted versions of the purchaser schedules to the Deposit Return Protocols are collectively proposed to be filed as the Confidential Appendix. The Confidential Appendix discloses the unit numbers redacted from the corresponding purchaser schedules included in the public versions of the Deposit Return Protocols.

4. The Receiver is of the view that the proposed sealing order satisfies the applicable test for limiting court openness because: (a) disclosure of the Confidential Appendix would create a serious risk to the privacy interests of Homebuyers; (b) the proposed redactions are necessary because no reasonable alternative would adequately protect those interests while preserving public access to the non-confidential information; and (c) the salutary effects of the proposed sealing order outweigh its deleterious effects.

5. The proposed sealing order is narrowly tailored because stakeholders will have public access to the complete text of the Deposit Return Protocols, while only the unit numbers appearing in the respective purchaser schedules will be withheld. Public disclosure of that information is unnecessary to understand the relief sought or the basis for that relief.

6. Accordingly, the Receiver recommends that the Court grant a sealing order in respect of the Confidential Appendix.

5.0 Lien Holdback

5.1 Background

1. As described above, the Holdback Reserve was established in connection with the Amended Transaction and the Receiver's interim distribution to MarshallZehr.

2. Following closing, the Receiver continued the Court-approved process to address the construction lien claims and the Holdback Reserve. After reviewing the Glynn Report, the Receiver issued notices to the Lien Claimants setting out its assessment of the quantum of the holdback (the "**Lien Notices**").

3. The Lien Claimants were permitted to accept the Receiver's assessment or object to it and, if objecting, to provide the factual and legal basis. Certain Lien Claimants objected to the Receiver's assessment of the statutory holdback and the methodology in the Glynn Report.

4. The objections concerned:

    a) whether the statutory holdback had been properly calculated;

    b) whether the Glynn Report properly assessed the value of services and materials supplied;

    c) whether certain claims, invoices or change orders had been improperly excluded or discounted; and

    d) whether the holdback and priority issues should be determined by the Court.

5. A case conference was held on September 26, 2025, the date previously scheduled for MarshallZehr's priority motion. The Court adjourned the motion because the holdback determination process was incomplete and scheduled a further case conference for October 31, 2025. The Receiver's October 29, 2025 aide-memoire advised the Court that MarshallZehr and certain Lien Claimants had begun settlement discussions that, if successful, could resolve the quantum and priority issues relating to the statutory holdback.

5.2 Holdback Settlement and Continuing Lien Proceedings

1. The Receiver understands that the Lien Claimants have agreed to the quantum of the statutory holdback, but have not agreed on their respective entitlements to that amount. The settlement does not determine or fully and finally satisfy the Lien Claimants' respective claims. The Lien Claimants will therefore continue the proceedings listed in Schedule "A" to the Lien Holdback Order (collectively, the "**Lien Proceedings**") to determine their respective entitlements to the Holdback Settlement Amount.

2. The Lien Holdback Order provides for, among other things:

    a) a declaration fixing the holdback under the Construction Act in the amount of $901,295, inclusive of HST (the "**Holdback Settlement Amount**");

    b) authorisation and direction for the Receiver to pay the Holdback Settlement Amount from the Holdback Reserve to the Accountant to the credit of the Lien Proceedings;

    c) dismissal, without costs, of the claims by Sovereign and MarshallZehr for priority to the statutory holdback;

    d) dismissal, without costs, of the claims by the Lien Claimants against Sovereign and MarshallZehr in the Lien Proceedings;

    e) confirmation that, upon payment of the Holdback Settlement Amount to the Accountant, the Receiver and the Company will have no further obligation to hold, reserve or pay any additional amount in respect of the Holdback Settlement Amount, except as expressly provided in the Lien Holdback Order or any further order of the Court;

    f) confirmation that, subject to further order of the Court, the Receiver and the Company will not be required to participate in or defend any of the Lien Proceedings or incur any costs in respect thereof; and

    g) confirmation that the Lien Holdback Order does not constitute an acknowledgement of the merits or substance of the Lien Proceedings and that the parties' rights, remedies and defences are reserved, except to the extent expressly compromised, released, dismissed or otherwise affected by that Order.

3. Schedule "A" to the draft Lien Holdback Order lists the following lien claims:

Lien Claimant	Lien Amount	Court File No.
Buttcon Limited	$8,205,941.87	CV-23-00014422-0000
Astro Excavating Inc.	$494,853.95	CV-22-00060943-0000
TT Galbraith Electric Ltd.	$23,278	N/A[2]
Kada Group Inc.	$841,498.31	CV-23-00014434-0000
Kada Group Inc.	$123,734.28	CV-23-00014434-0000
HC Matcon Inc.	$3,673,337.03	CV-23-00014365-0000
HC Matcon Inc.	$43,630.39	CV-23-00014466-0000
HC Matcon Inc.	$9,938.58	CV-23-00014673-0000

5.3 Receiver's Recommendation Regarding the Lien Holdback Order

1. The Receiver supports approval of the relief contemplated by the Lien Holdback Order because it:

   a) resolves disputed issues concerning the quantum and priority of the statutory holdback relative to MarshallZehr's secured claim;

   b) provides certainty to MarshallZehr, Sovereign, the Receiver and the Lien Claimants regarding the quantum of the Holdback Settlement Amount;

   c) provides for the payment of the Holdback Settlement Amount from the Holdback Reserve to the Accountant;

   d) permits the Lien Proceedings to continue for the purpose of determining the Lien Claimants' respective entitlements to the Holdback Settlement Amount;

   e) relieves the Receiver and the Company of any further obligation to hold, reserve or pay any additional amount in respect of the Holdback Settlement Amount and, subject to further order of the Court, to participate in or defend the Lien Proceedings;

   f) is supported by MarshallZehr and the Lien Claimants;

2 TT Galbraith Electric Ltd. did not commence a separate action to perfect its lien and relies on subsection 36(4) of the Construction Act to shelter under an action commenced to enforce another lien arising from the Improvement (as defined in the Lien Holdback Order).

g) facilitates final distributions and the discharge of the Receiver; and

h) is consistent with the Receiver's mandate to administer these proceedings efficiently and in the interests of stakeholders generally.

6.0 Receiver's Activities

1. Since the Ninth Report, the Receiver's activities have included, among other things:

   a) continuing to administer the remaining aspects of these proceedings;

   b) liaising with MarshallZehr, Sovereign, Tarion, Sullivan Mahoney, the Replacement Escrow Agent, the Asset Purchaser, the Lien Claimants and their respective counsel and advisors;

   c) transitioning administration of the Deposits from Sullivan Mahoney to the Replacement Escrow Agent, including the transfer of the updated deposit report, related supporting documentation, the Deposits and accrued interest, and negotiating and completing the Release;

   d) addressing the release and cancellation of the Sovereign bonds and the related Tarion release letters;

   e) preparing and issuing notices to Homebuyers regarding the Amended Transaction, the Asset Purchaser's HCRA licensing, Tarion enrolment and bonding, the assignment and assumption of Unit APSs, the Outside Occupancy Date and the potential return of Deposits;

   f) working with Tarion, Sovereign, Sullivan Mahoney, the Replacement Escrow Agent and the Asset Purchaser to develop, implement and complete the Deposit Return Protocols;

   g) addressing questions and issues concerning the return of Deposits, including acknowledgements, releases and related Homebuyer claims;

   h) addressing the assignment and assumption of certain Unit APSs by the Asset Purchaser, including timing, HCRA licensing, Tarion enrolment, bonding and deposit-transfer matters, and preparing and completing the Assignment Agreement and related notices of assignment;

   i) working with counsel to develop a Court-approved process for the termination of the Remaining APSs and the return of related Deposits under the Fourth DRP;

j) administering the Court-approved process for the review of construction lien claims, including issuing Lien Notices, reviewing notices of objection, attending case conferences and discussing the potential resolution of the quantum and priority of the statutory holdback;

k) negotiating with MarshallZehr, Sovereign and certain Lien Claimants regarding the quantum and priority of the statutory holdback and the terms of the proposed Lien Holdback Order;

l) addressing inquiries from certain creditors of the Company;

m) managing receipts and disbursements and preparing the Interim R&D;

n) preparing this Report; and

o) preparing the motion materials for the relief described in this Report.

7.0 Interim R&D, Fees, Final Distributions and Discharge

7.1 Interim R&D

1. The Interim R&D is attached as **Appendix "R"** and shows that as at the date of this Report, the Receiver was holding approximately $1,803,543, before accrued fees and costs.

2. The Receiver is seeking approval of the Interim R&D.

7.2 Professional Fees and Fee Accrual

1. The Receiver is seeking approval of the fees and disbursements of the Receiver and Aird & Berlis for the period from the commencement of these receivership proceedings to June 30, 2026 in the case of the Receiver, and from June 13, 2023 to July 10, 2026 in the case of Aird & Berlis. The Receiver is also seeking approval of the fees and disbursements of Chaitons, as former counsel to the Receiver.

2. The fees of the Receiver for the period from the commencement of these receivership proceedings to June 30, 2026 total $284,212.25, excluding disbursements and HST. The fees of Aird & Berlis for the period from June 13, 2023 to July 10, 2026 total $434,532.50, excluding disbursements and HST. The fees of Chaitons for the period from November 24, 2023 to March 31, 2026 total $186,602.50, excluding disbursements and HST.

3. The average hourly rate for the referenced billing period was (i) $600.74 for the Receiver; (ii) $678.74 for Aird & Berlis; and (iii) $611.05 for Chaitons.

4. Fee affidavits and accompanying invoices in respect of the fees and disbursements of the Receiver, Aird & Berlis and Chaitons are attached as Appendices **"S"**, **"T"** and **"U"**, respectively, to this Report.

5. The Receiver is also seeking approval of a Fee Accrual in the amount of $200,000, including disbursements and applicable sales taxes, to permit the Receiver and Aird & Berlis to complete the remaining administration of these proceedings without passing further accounts, provided that their fees and disbursements do not exceed the Fee Accrual.

6. The Receiver is of the view that the hourly rates charged by each of Aird & Berlis and Chaitons for this mandate are consistent with the rates charged by other law firms practising in the area of insolvency in the Toronto market, and that their respective fees are reasonable and appropriate in the circumstances.

7.3 Final Distributions

1. The Receiver is seeking authority to make final distributions from the funds remaining in the receivership estate, subject to such reserves as the Receiver considers necessary or appropriate to complete the administration of these proceedings (the "**Reserves**").

2. The proposed Discharge Order authorises and directs the Receiver to distribute the remaining net sale proceeds from the Amended Transaction in the following order:

    a) first, payment of the approved fees and disbursements of the Receiver, Aird & Berlis and Chaitons, including the Fee Accrual;

    b) second, payment of the Holdback Settlement Amount ($901,295) to the Accountant to the credit of the Lien Proceedings in accordance with the Lien Holdback Order; and

    c) third, one or more distributions to MarshallZehr up to the amount of its outstanding secured claim.

3. The Receiver understands that MarshallZehr continues to hold secured claims against the Company in excess of approximately $3.6 million. Based on the Receiver's current cash position, the secured obligations to MarshallZehr are not expected to be satisfied in full. Accordingly, no funds are available for distribution to unsecured creditors.

7.4 Approval of Reports and Activities

1. The Receiver is seeking approval of the Fifth Report, Sixth Report, Seventh Report, Eighth Report, Ninth Report and this Report, and the actions, conduct and activities described therein.

2. The Discharge Order provides that such approval may only be relied upon by the Receiver in its personal capacity and with respect to its own liability.

7.5 Discharge

1. The Receiver is seeking an order providing that, upon completion of its remaining duties, the administration of these proceedings and the filing of the Discharge Certificate, AlixPartners will be discharged as Receiver in respect of all remaining Property, including 6092 Allendale.

2. The Receiver's remaining duties are expected to include:

    a) completing the implementation of the Deposit Return Protocols, to the extent not already completed;

    b) paying the Holdback Settlement Amount to the Accountant to the credit of the Lien Proceedings in accordance with the Lien Holdback Order;

    c) paying approved professional fees and disbursements, including amounts payable pursuant to the Fee Accrual;

    d) maintaining any Reserves considered necessary or appropriate;

    e) making one or more distributions from any funds remaining after satisfaction of the Reserves, including any unused portion of the Fee Accrual, in accordance with the Discharge Order;

    f) filing the Discharge Certificate; and

    g) completing incidental administrative matters.

3. As described above, the Receiver did not take possession or control of, administer, market or realise upon 6092 Allendale. Although 6092 Allendale was not excluded from the Property, the Receiver is not aware of any remaining receivership purpose to be served by continuing its appointment in respect of 6092 Allendale and is therefore seeking its discharge in respect of 6092 Allendale as part of the relief sought in this motion.

4. The Discharge Order provides that, notwithstanding the Receiver's discharge, the Receiver will remain Receiver in respect of the performance of such incidental duties as may be required to complete the administration of these proceedings. The Receiver will also continue to have the benefit of all orders made in these proceedings, including all approvals, protections and the stay of proceedings in favour of AlixPartners in its capacity as Receiver.

5. Upon filing the Discharge Certificate, AlixPartners will be released and discharged from liability arising from acts or omissions while acting as Receiver, except liability arising from gross negligence or wilful misconduct. For greater certainty, upon filing the Discharge Certificate, AlixPartners will be discharged as Receiver in respect of 6092 Allendale notwithstanding that 6092 Allendale was not previously excluded from the Property.

6. Upon filing the Discharge Certificate, the Receiver's Charge and the Receiver's Borrowings Charge (each as defined in the Receivership Order) shall also be terminated, released and discharged.

8.0 Conclusion and Recommendation

1. The Receiver is of the view that the relief sought pursuant to the DRP Approval Order, Lien Holdback Order and Discharge Order is appropriate and in the best interests of the Company's stakeholders because it will:

    a) provide an orderly mechanism to complete the Implemented DRPs and return Deposits to affected Homebuyers under the Fourth DRP;

    b) preserve the Assumed APSs;

    c) address the Remaining APSs by terminating them effective as of the date of the DRP Approval Order, subject to the payments required under the Fourth DRP;

    d) protect Homebuyers' privacy interests by filing redacted versions of the Deposit Return Protocols publicly and the unredacted versions of the purchaser schedules to the Deposit Return Protocols as the Confidential Appendix;

    e) resolve the quantum and priority of the statutory holdback relative to MarshallZehr's secured claim, permit the Holdback Settlement Amount to be paid from the Holdback Reserve into Court, permit the Lien Proceedings to continue to determine the Lien Claimants' respective entitlements to that amount and allow the Receiver to complete its involvement in the Lien Proceedings, subject to further order of the Court and the terms of the final Lien Holdback Order;

    f) permit final distributions;

    g) approve the Receiver's professional fees and those of Aird & Berlis and Chaitons;

    h) approve the Receiver's administration of these proceedings;

i) address the status of the Allendale Properties and provide for the Receiver's discharge in respect of 6092 Allendale, notwithstanding that 6092 Allendale was not previously excluded from the Property; and

j) permit the Receiver to complete these proceedings and seek its discharge.

2. As of the date of this Report, the Receiver is not aware of any opposition to the relief sought pursuant to the DRP Approval Order, Lien Holdback Order and Discharge Order.

3. Based on the foregoing, the Receiver respectfully recommends that the Court grant the DRP Approval Order, Lien Holdback Order and Discharge Order.

***

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC., SOLELY IN ITS CAPACITY AS RECEIVER OF LA PUE INTERNATIONAL INC. AND NOT IN ITS PERSONAL, CORPORATE OR ANY OTHER CAPACITY

Appendix “A”

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 19TH
	)	
JUSTICE CAVANAGH	)	DAY OF OCTOBER, 2023

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Restructuring Inc. as receiver (the **"Receiver**") without security, of all of the assets, undertakings and properties of La Pue International Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto.

ON READING the affidavit of Cecil Hayes sworn June 7, 2023 and the Exhibits thereto, the affidavit of Cecil Hayes sworn on October 16, 2023 and the affidavits of Pawel Fugiel sworn on July 5, July 17, August 9, 2023 and October 18, 2023, and on hearing the submissions of counsel for the Applicant and for the Respondent, and on reading the consent of KSV Restructuring Inc. 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, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"), including, without limitation, the real property described in **Schedule "A"** attached hereto.

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, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to 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 $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, 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;

(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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. **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.

4. **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.

5. **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.

6. **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

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

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

EMPLOYEES

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

PIPEDA

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

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider

necessary or desirable, provided that the outstanding principal amount does not exceed $100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

RETENTION OF COUNSEL

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL "https://www.ksvadvisory.com/experience/case/lapue".

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 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.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

30. **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.

31. **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.

32. **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 Applicant from the Debtor's estate with such priority and at such time as this Court may determine.

33. **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.

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

_____

SCHEDULE "A"

Municipal Address:	5528 Ferry Street, Niagara Falls, Ontario
PIN:	64349-0285 (LT)
Property Description:	FIRSTLY: LOTS 46, 51, 52, 61, 62, 63, 64 & 65, PLAN 273 & PART LOTS 43, 44, 45, 47, 48, 49 & 50, PLAN 273, VILLAGE OF NIAGARA FALLS, PARTS 1 & 3 PLAN 59R17206; SECONDLY: SURFACE RIGHTS ONLY (AS IN RO718049), PART LOTS 47, 48, 49 & 50 PLAN 273, VILLAGE OF NIAGARA FALLS, PART 2 PLAN 59R17206; SUBJECT TO AN EASEMENT OVER PARTS 1 & 2 59R17292 IN FAVOUR OF PART LOTS 41 & 42 PLAN 273 AS IN RO441658 AS IN SN754703; CITY OF NIAGARA FALLS

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of La Pue International Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 15th day of June, 2023 (the "**Order**") made in an application having Court file number CV-●, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 202__.

KSV RESTRUCTURING INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHR GROUP INC.
Applicant

-and-

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00695238-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

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

Maya Poliak (LSO #54100H)
Tel: (416) 218-1161
E-mail: maya@chaitons.com

Laura Culleton (LSO #82428R)
Tel: (416) 218-1128
E-mail: laurac@chaitons.com

Lawyers for the Applicant

Appendix “B”

First Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

December 13, 2023

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 1
1.2 Currency 2
1.3 Restrictions 2
2.0 Background 2
2.1 Homebuyers 2
2.2 Secured Creditors 3
3.0 Sale Process 3
3.1 Request for Proposals from Realtors 3
3.2 Sale Process 4
3.3 Sale Process Recommendation 7
4.0 Conclusion and Recommendation 7

Appendices

Colliers Listing Agreement ..... A

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERANTIONAL INC.

RESPONDENT

FIRST REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

DECEMBER 13, 2023

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver (the "Receiver") of the assets, undertakings, and properties of La Pue International Inc. (the "Company") acquired for, or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "Real Property").

4. The principal purpose of the receivership proceeding is to conduct a Court-supervised sale process for the Real Property that maximizes value for the Company's stakeholders.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide an update on the receivership proceeding;

   b) advise the Court of the status of purchase agreements that were entered into between homebuyers (the "Homebuyers") and the Company prior to these receivership proceedings;

c) provide the Court with information in support of the Receiver's request for an order, among other things, approving a process pursuant to which the Real Property is to be marketed for sale by the Receiver (the "Sale Process"), including the retention of Colliers Macaulay Nicolls Inc. ("Colliers") to act as listing agent pursuant to the terms of a listing agreement attached as Appendix "A" (the "Listing Agreement").

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by Marshallzehr Group Inc. ("Marshallzehr""). The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owns the Real Property. Pawel Fugiel is the sole officer and director of the Company ("Fugiel").

2. The Company planned to develop and construct on the Real Property three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Property (the "Project").

3. Following its appointment, on October 23, 2023, the Receiver wrote to Fugiel to request information regarding, among other things, the Company's creditors. In November 2023, the Receiver also requested during telephone conversations with Fugiel that he provide, among other things, the Company's books and records. Despite numerous follow up attempts via email and telephone calls, the information requested by the Receiver has not been provided.

2.1 Homebuyers

1. Prior to the receivership proceedings, the Receiver understands the Company pre-sold over 350 condominium units (the "Pre-Sale Units") and collected approximately $42.7 million in deposits.

2. The Receiver has confirmed that the deposits are being held in trust with an escrow agent, Sullivan Mahoney LLP (the "Escrow Agent"), in accordance with the terms of a Deposit Trust Agreement among the Company, Sovereign General Insurance Company ("SGIC"), the surety, and the Escrow Agent.

3. In order to keep Homebuyers apprised of developments in the receivership proceedings, the Receiver has requested that Fugiel provide copies of all agreements of purchase and sale regarding the Pre-Sale Units. The Receiver intends to provide the Court an update at the return of this motion regarding the status of its request.

2.2 Secured Creditors

1. Pursuant to a commitment letter dated November 15, 2021, as amended, MarshallZehr agreed to provide a loan of $12,375,000 to the Company secured by a mortgage on the Property (the "Loan") for the purpose of refinancing the existing mortgage on the Real Property.

2. In addition to the mortgage granted by the Company in connection with the Loan, the following parties have registered charges on title to the Property subsequent to the registration of MarshallZehr's mortgage:

   - SGIC has registered a charge in the amount of $12.0 million; and
   - Five construction lien claimants have registered charges totalling approximately $12.9 million.

3. According to a search of the *Personal Property Security Act* (Ontario) registry system, MarshallZehr, SGIC, Policaro Leasing Ltd. and Newroads Automotive Group Ltd. have financing statements registered against the Company.

3.0 Sale Process

3.1 Request for Proposals from Realtors

1. Following its appointment, the Receiver solicited proposals from two realtors to act as listing agent to market and sell the Real Property. The retention of the selected realtor is subject to Court approval. KSV has previously worked with each of the prospective realtors and each of the realtors has considerable experience selling residential development land in the Niagara area.

2. The Receiver requested that each realtor provide background information regarding each firm's experience, a marketing plan for the Real Property, an estimate of the value of the Property and the realtor's proposed commission structure.

3. Both realtors submitted proposals.

4. The Receiver recommends that the Court approve the Receiver retaining Colliers as listing agent for the Real Property for the following reasons:

   a) MarshallZehr, as the largest secured creditor, supports the retention of Colliers;

   b) the Colliers team managing the mandate has experience selling residential sites in the Niagara area,

   c) Colliers managed the sale of the Real Property in 2018;

d) KSV has previously retained the Colliers team that will be responsible for this mandate on other similar mandates where the Colliers team achieved strong results; and

e) Colliers's proposed commission rate is reasonable based on KSV's experience selling real estate. The commission rate is acceptable to MarshallZehr.

3.2 Sale Process

1. The recommended Sale Process is summarized in the table below. All dates reflected below will commence running from the date that the Court grants an order approving the Sale Process.

Summary of Sales Process		
Milestone	**Description of Activities**	**Timeline**
Phase 1 – Underwriting		
Prepare marketing materials	➢ Colliers and the Receiver to: o prepare a teaser and confidential information memorandum ("CIM") for each Project; o populate virtual data rooms for each Project; and o prepare a confidentiality agreement ("CA").	2 weeks
Prospect Identification	➢ For the Real Property, Colliers to: o develop master prospect lists; o prioritize prospects; o have pre-marketing discussions with targeted prospects; o engage in discussions with planners, consultants and municipalities; and o consult with the Receiver regarding the above.	
Phase 2 – Marketing and Diligence		
Stage 1	➢ Mass market introduction, including: o sending offering summary and marketing materials, including marketing brochure to each Colliers' client base, including specifically targeted prospects; o publishing the acquisition opportunity in such journals, publications and online as the realtor and the Receiver believe appropriate to maximize interest in this opportunity; o posting "for sale" signs on each Real Property, to the extent applicable; o engaging in direct canvassing of most likely prospects and tailoring the pitch to each of these candidates based on the brokers knowledge of these parties;	Commencing January 8, 2024

Summary of Sales Process		
Milestone	**Description of Activities**	**Timeline**
	○ posting the acquisition opportunity on MLS for each Project on an unpriced basis, if requested by the Receiver; and ○ meeting with prospective bidders to explain the potential of each site. ➢ Receiver and its legal counsel to prepare a Vendor's form of Purchase and Sale Agreement (the "PSA") which will be made available to prospective purchasers in each virtual data room. ➢ Colliers to provide additional information to qualified prospects which execute the CA, including access to data rooms and a copy of the CIM. ➢ Colliers and Receiver to facilitate diligence by interested parties.	
Stage 2 – Bid Deadline	➢ Prospective purchasers to submit offers in the form of the PSA, with any changes to the PSA blacklined.	Estimated date is 5 weeks from the marketing launch. Subject to market response and timing of winter holidays.
Phase 3 – Offer Review and Negotiations		
Short-listing of Offers and Selection of Successful Bids	➢ Colliers to collect, summarize and provide to the Receiver commentary on initial bids received to the Receiver. Receiver will consult with Mortgagees on the offers received. ➢ Short listing of bidders. ➢ Bidders may be asked to improve their offers. The Receiver may invite parties to participate in as many rounds of bidding as is required to maximize the consideration and minimize closing risk. The Receiver may also seek to clarify terms of the offers submitted and to negotiate such terms. ➢ The Receiver will be at liberty to consult with MarshallZehr regarding the offers received, subject to any confidentiality requirements that the Receiver believes appropriate. ➢ The Receiver will select the successful bidder(s), having regards to, among other things: ○ total consideration (cash and assumed liabilities); ○ form of consideration, including the value of any carried interest; ○ third-party approvals required, if any;	2 weeks from offer bid deadline.

Summary of Sales Process		
Milestone	**Description of Activities**	**Timeline**
	○ conditions, if any, and time required to satisfy or waive same; and ○ such other factors affecting the speed and certainty of closing and the value of the offers as the Receiver considers relevant.	
Sale Approval Motion(s) and Closing(s)	➢ Upon execution of definitive transaction documents, the Receiver will seek Court approval of the successful offer(s), on not less than 7 calendar days' notice to the service list and registered secured creditors.	15 to 30 days from the date that the selected bidder confirms all conditions have been satisfied or waived
Closings	➢ Following Court approval	ASAP

2. The Sale Process will be subject to the following additional terms:

   a) the Real Property will be marketed on an "as is, where is" basis;

   b) the Receiver will be entitled to extend any deadlines in the Sale Process if it considers it appropriate or necessary in the circumstances;

   c) the Sale Process will not commence until January 2024 which will ensure all interested parties have time to review the marketing materials;

   d) the Receiver will have the right to reject any and all offers, including the highest dollar value offer(s);

   e) any transaction will be subject to Court approval;

   f) Marshallzehr will have the right to credit bid the debt owing to it in respect of a Real Property at the conclusion of the Sale Process if the offers are not sufficient to repay its mortgages on such Real Property in full;

   g) the Receiver and MarshallZehr have been discussing the sale of the Real Property with several interested parties. Accordingly, the Receiver has negotiated a carveout from the Listing Agreement for these parties ("Prior Interested Parties"). If a transaction is closed with any of the Prior Interested Parties, Colliers will receive a work fee of $100,000. In addition, if MarshallZehr credit bids its debt to purchase the Real Property, Colliers will receive a work fee of $100,000. The work fee is significantly less than the commission to which Colliers would otherwise be entitled to.

3.3 Sale Process Recommendation

1. The Receiver recommends that the Court issue an order approving the Sale Process for the following reasons:

    a) Colliers's team has extensive experience selling undeveloped residential properties and its commission structure is consistent with market rates;

    b) MarshallZehr supports the engagement of Colliers and the proposed Sale Process;

    c) the Sale Process is a fair, open and transparent process intended to canvass the market broadly on an orderly basis in order to obtain the highest and best price;

    d) the duration of the Sale Process is sufficient to allow interested parties to perform diligence and to submit offers. The Receiver will also have the right to extend or amend timelines, as it considers necessary, to maximize value. Colliers believes that the duration of the Sale Process is sufficient to fully canvass the market;

    e) the Sale Process includes procedures commonly used to sell real estate development projects, including by KSV in other court-supervised real property sale processes; and

    f) there will be no delay commencing the Sale Process as each of the realtors is preparing its marketing materials, working on their prospect lists and, with the Receiver, updating data rooms.

4.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in Section 1.1 (1)(c) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTETNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “C”

Second Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

April 2, 2024

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 1
1.2 Currency 1
1.3 Restrictions 2
2.0 Background 2
2.1 Attempts to Obtain the Pre-Filing Agreements 2
3.0 Borrowing Limit 3
4.0 Conclusion and Recommendation 4

Appendices

Receivership Order ..... A
First Report of the Receiver (without appendices) ..... B
Email chain dated March 28, 2024 C

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERANTIONAL INC.

RESPONDENT

SECOND REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

APRIL 2, 2024

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver (the "Receiver") of the assets, undertakings, and properties of La Pue International Inc. (the "Company") acquired for, or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on October 19, 2023, KSV was appointed Receiver. A copy of the Receivership Order is attached as Appendix "A".

1.1 Purposes of this Report

1. The purposes of this Report are to provide evidence to the Court in support of the Receiver's requests for an order:

   i. directing Mr. Fugiel to comply with his obligations under the Receivership Order, including to, among other things, immediately provide to the Receiver all copies of pre-sale purchase agreements entered into between the Company and homebuyers (the "Pre-Sale Agreements"); and

   ii. increasing the Borrowing Limit (as defined below) to $500,000.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr Group Inc. ("MZ"). The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owns the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "Real Property").

2. Mr. Fugiel is the sole officer and director of the Company.

3. The Company planned to develop and construct on the Real Property three mid-rise buildings consisting of one mixed-use, one hotel and one residential building (the "Project"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project although no other phases of construction have commenced.

4. On December 20, 2023, the Court granted an order (the "Sale Process Order") authorizing the Receiver to retain Colliers Macaulay Nicolls Inc. to act as listing agent and approving the process for the sale of the Real Property (the "Sale Process"). The Sale Process is currently underway in accordance with the Court prescribed timelines.

2.1 Attempts to Obtain the Pre-Filing Agreements

1. Over the course of the Sale Process, interested parties have requested as part of their diligence, copies of the Pre-Filing Agreements. As set out in the Receiver's First Report to Court dated December 13, 2023 (the "First Report"), the Receiver has on several occasions requested information from Mr. Fugiel that have gone unanswered. A copy of the First Report is attached as Appendix "B" (without appendices).

2. On December 13, 2023, the Receiver emailed Mr. Pugiel to request copies of the Pre-Filing Agreements. Mr. Pugiel advised "With this very short notice, we need a time to arrange preparation for few hundreds APS hardcopies. I don't have a copies in my possession.". The Receiver has not received any of the Pre-Filing Agreements, despite multiple follow-up requests.

3. On March 28, 2024, the Receiver's counsel, Chaitons LLP ("Chaitons"), emailed Mr. Fugiel's counsel requesting copies of the Pre-Filing Agreements and advising that if the Receiver is not provided with the Pre-Filing Agreements "[the Receiver] will be in Court on April 11 asking for them to be produced and for costs against Pawel personally". A copy of this email chain is attached as Appendix "C". Despite requesting these agreements for months, as of the date of this Report, the Receiver has not been provided with copies of the Pre-Filing Agreements. The failure by Mr. Fugiel to provide the Pre-Filing Agreements is significantly impeding the Sale Process.

4. The Receiver and its counsel have made requests and demands for the Pre-Filing Agreements since being appointed, each in accordance with the Receiver's powers and entitlements under the Receivership Order. As outlined above, these requests and demands have had very little effect and have largely been ignored by Mr. Fugiel. This has left the Receiver with no choice but to bring the within motion, incur the costs of preparing this Report and attend at Court.

3.0 Borrowing Limit

1. Pursuant to the Receivership Order, the Receiver is empowered to borrow from MZ, such monies from time to time as it may consider necessary or desirable, provided that the outstanding amount does not exceed $100,000 (the "Borrowing Limit"), for the purpose of funding the exercise of its powers and duties. The Receivership Order provides that the Property shall be charged by way of a fixed and specific charge as security for the payment of such borrowed monies, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any person but subordinate in priority to the Receiver's Charge (as such term is defined in the Receivership Order) and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the *Bankruptcy and Insolvency Act.*

2. Since the commencement of these proceedings, the Receiver has borrowed $100,000 to fund the exercise of its powers and duties. The majority of the funds have been used to fund the winterization of the Project and to prevent any erosion to the shoring of the Project.

3. The Receiver is continuing to receive estimates from various engineers and consultants for additional work to maintain the shoring that if not completed immediately could pose safety issues and/or negatively affect the value of the Project. Based on estimates received to date, the Receiver is of the view that it will require an additional $150,000 of availability beyond the Borrowing Limit to complete these activities. The Receiver is also requesting a buffer of $250,000 for other unforeseen costs and to avoid having to attend Court again to increase the Borrowing Limit.

4. Given the foregoing, the Receiver requests that the Borrowing Limit be increased to $500,000. If the Receiver is not able to borrow the additional funds, it will not be able to commission the additional work, which may result in safety issues and in the material deterioration in the value of the Project to the detriment of its stakeholders. The Receiver understands that MZ has consented to the increase in the Borrowing Limit and has agreed to make these funds available to the Receiver.

4.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1 (1) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTETNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “D”

Third Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

June 17, 2024

Contents

Page

1.0 Introduction....1
1.1 Purposes of this Report....1
1.2 Currency....2
1.3 Restrictions....2
2.0 Background....2
3.0 Sale Process and the APA....3
3.1 Update on Sale Process....3
3.2 Sale Process Results....4
3.3 The Transaction....5
3.4 Sealing....6
4.0 The Allendale Properties....6
5.0 Conclusion and Recommendation....7

Appendices

Appendix A – Sale Process Order
Appendix B - Redacted Agreement of Purchase and Sale
Appendix C – Parcel Search for 5978 Allendale
Appendix D – Property Tax Certificate for 5978 Allendale
Appendix E – Notice of Sale of Framajo Enterprises Limited
Appendix F – Parcel Search for 6092 Allendale

Confidential Appendix 1 – Summary of Offers
Confidential Appendix 2 – Unredacted Agreement of Purchase and Sale

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERANTIONAL INC.

RESPONDENT

THIRD REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

JUNE 17, 2024

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and properties of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding is to market the Real Property for sale in a Court-supervised process.

4. On December 20, 2023, the Court issued an order (the "**Sale Process Order**") approving a sale process for the Real Property and certain related assets (the "Sale Process"). A copy of the Sale Process Order is attached hereto as **Appendix "A"**.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) summarize the results of the sale process for the Real Property;

b) provide an update on the Allendale Properties (as defined below);

c) recommend that the Court issue an order, among other things:

i. approving an Asset Purchase Agreement (the "**APA**") between the Receiver and Lakeshore Luxe Design & Build Group (the "**Purchaser**") and vesting title in and to the Property (as defined in the APA, including the Real Property) free and clear of all liens, claims and encumbrances (the "**Approval and Vesting Order**");

ii. sealing the APA until the closing of the sale transaction contemplated therein (the "**Transaction**");

iii. approving this Third Report and the Receiver's conduct and activities described therein; and

iv. amending the Receivership Order to exclude 5978 Allendale (as defined below) from the definition of Property under the Receivership Order.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by Marshallzehr Group Inc. ("**Marshallzehr**"), the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owns the Real Property. Pawel Fugiel ("**Fugiel**") is the sole officer and director of the Company.

2. The Company intended to develop and sell three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Property (the "**Project**"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project, although no other phases of construction have commenced.

3. Prior to the receivership proceedings, the Receiver understands the Company pre-sold 359 units (the "**Sale Agreements**") and collected approximately $31 million of deposits. The deposits are being held in trust with the surety.

4. The Receiver was appointed on an application by MarshallZehr. As at May, 2023, when MarshallZehr first served its receivership application, there was approximately $13 million owing to MarshallZehr by the Company.

5. Sovereign General Insurance Company holds a second ranking charge in the principal amount of $2 million as security for deposit insurance. SGIC also registered a financing statement against the Debtor under the *Personal Property Security Act* (Ontario) ("**PPSA**").

6. In addition to a PPSA registration in favour of SGIC and MarshallZehr, as at the date of the Receiver's appointment, five construction liens totalling approximately $12.87 million were registered against the Real Property.

7. Following its appointment, on October 23, 2023, the Receiver wrote to Fugiel to request information regarding, among other things, the Company's creditors. In November 2023, the Receiver also requested during telephone conversations with Fugiel that he provide, among other things, the Company's books and records. Despite numerous follow up attempts via email and telephone calls, the information requested by the Receiver has not been provided.

8. As a consequence of Fugiel's failure to cooperate, the Receiver was forced to incur additional costs to obtain the required information and documents, including copies of all existing Agreements of Purchase and Sale. The Receiver reserved its rights to bring a motion in the future to recover these costs from Fugiel.

3.0 Sale Process and the APA

3.1 Update on Sale Process

1. Colliers Macaulay Nicolls Inc. ("**Colliers**") was retained by the Receiver as the listing agent pursuant to the terms of the Sale Process Order.

2. The Receiver carried out the Sale Process in accordance with the Sale Process Order. A summary of the Sale Process is as follows:

Pre-marketing Phase

a) Immediately after the Sale Process Order was issued, the Receiver and Colliers assembled information to be used for due diligence purposes and uploaded this information to a virtual data room ("**VDR**");

b) Colliers and/or the Receiver prepared:

- an investment summary detailing the acquisition opportunity (the "**Investment Summary**");

- a confidentiality agreement ("**CA**");

- a VDR, which included, among other things, various reports concerning the Real Property, including environmental reports, site plans and a budget to build-out the Project which was commissioned by the Receiver;

- a form of asset purchase agreement. Pursuant to the terms of the Sale Process, the Receiver recommended that interested parties submit their offers using this agreement and blackline any changes to it. A copy of the form of asset purchase agreement was made available in the VDR; and

- a Confidential Information Memorandum ("**CIM**"), which included a summary of the Real Property and details concerning the Sale Process.

Marketing Phase

a) on January 17, 2024, Colliers sent the Investment Summary to over 4,700 parties in its database, including real estate developers in the Niagara region;

b) the CA was attached to the Investment Summary. To obtain a copy of the CIM and access to the VDR, interested parties were first required to sign the CA;

c) the listing was posted on the Real Estate Board Multiple Listing Services ("**MLS**");

d) the Receiver, in conjunction with Colliers, set a "bid not before date" of March 22, 2024 at 5:00 p.m. (Toronto time).

3.2 Sale Process Results

1. A summary of the results of the Sale Process is as follows:

   a) 22 parties executed the CA and were provided a copy of the CIM and access to the VDR; and

   b) 2 parties submitted offers. An offer summary in respect of the final bids received for the Real Property (the "**Offer Summary**") is attached as **Confidential Appendix "1"**.

2. Following extensive negotiations between the Receiver and the Purchaser, the Receiver entered into the APA, subject to the approval of the Court. Attached as **Appendix "B"** is a copy of the APA with the purchase price redacted. An unredacted copy of the APA will be filed with the Court as **Confidential Appendix "2"**. The Receiver's recommendation regarding sealing this information is discussed in Section 3.4 below.

3.3 The Transaction

1. The key terms of the APA are provided below. Reference should be made directly to the APS for all of its terms and conditions:

    - **Purchased Assets:** means the Company's right, title and interest in the Real Property, the assumed Sale Agreements and deposits thereunder, all permits and project documents;

    - **Purchase Price:** the Receiver seeks an order sealing the purchase price under the APA until the closing of the Transaction. The purchase price under the APA is higher than any other offer received by the Receiver in the sale process;

    - **Excluded Assets:** the Purchaser may, at its option and upon written notice to the Receiver not less than two business days prior to closing, exclude any of the Purchased Assets from the Transaction. In the event that the Purchaser exercises such option, there shall be no reduction and/or abatement to the Purchase Price as a result of such exclusions;

    - **Deposits:** a first deposit in the amount of $500,000 was received by the Receiver (the "**First Deposit**"). At the request of MarshallZehr, the Company's senior secured lender, and notwithstanding the fact that the Second Deposit (as defined in the APA) was not received, the Receiver will proceed to obtain the Approval and Vesting Order and close the Transaction. Marshallzehr has made this request so that the Transaction can close expediently once all conditions have been satisfied or waived. The First Deposit will be forfeited by the Purchaser if the Transaction is approved and does not close;

    - **Conditions:** the APA was conditional on the purchaser completing or waiving its due diligence inspection condition. This condition was waived on April 30, 2024. The only material outstanding condition under the APA is the Receiver obtaining the Approval and Vesting Order;

    - **Representations and Warranties**: consistent with the standard terms of an insolvency transaction, i.e., on an "as is, where is" basis, with limited representations and warranties;

    - **Closing Date**: the Transaction shall be completed seven (7) business days following the date on which the Approval and Vesting Order is granted.

2. The Receiver recommends the Court issue the proposed Approval and Vesting Order approving the Transaction for the following reasons:

    a) the process undertaken by the Receiver to market the Real Property was commercially reasonable and conducted in accordance with the terms of the Sale Process Order;

    b) Colliers has extensive experience selling development properties and widely canvassed the market for prospective purchasers;

    c) the Purchaser's offer represents the highest and best offer received for the Real Property;

d) the Receiver and Colliers are of the view that the Transaction provides for the greatest recovery available for the benefit of the Company's stakeholders in the circumstances; and

e) MarshallZehr consents to the Transaction.

3.4 Sealing

1. The Receiver recommends that the Offer Summary and an unredacted copy of the APA be filed with the Court on a confidential basis and remain sealed until the closing of the Transaction. These documents contain confidential information, including with respect to value of the Real Property, the identity of the bidders and the value of the other bids received that could adversely impact the future marketability of the Real Property should the Transaction not close.

2. Sealing this information is necessary to maximize recoveries in these proceedings and maintain the integrity and confidentiality of key information in the sale process.

3. The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is not aware of any party that will be prejudiced if the information is sealed or any public interest that will be served if such details are disclosed in full. The Receiver is of the view that the sealing of the Confidential Appendix is consistent with the decision in *Sherman Estate v. Donovan, 2021 SCC 25*. Accordingly, the Receiver believes the proposed sealing of the Confidential Appendix is appropriate in the circumstances.

4.0 The Allendale Properties

1. After its appointment as Receiver, the Receiver learned that in addition to the Real Property, the Company was also the registered owner of two small adjacent lots municipally known as 5978 Allendale Avenue, Niagara Falls, Ontario ("**5978 Allendale**") and 6092 Allendale Avenue, Niagara Falls, Ontario ("**6092 Allendale**", and together, the "**Allendale Properties**").

2. Attached hereto as **Appendix "C"** is the parcel search for 5978 Allendale that discloses the following registrations against this property:

   a) a first ranking charge in favour of Framajo Enterprises Limited ("**Framajo**"), as amended, in the principal amount of $1,100,000;

   b) a second ranking charge in the principal amount of $800,000 in favour of Tomasz Sobota, Andrzej Zalewski and Daniela Lupu; and

   c) a construction lien in favour of Buttcon Limited in the amount of $8,205,941.

3. The Receiver was provided with a copy of the tax certificate with respect to this property as at April 24, 2024, a copy of which is attached hereto as **Appendix "D"** that discloses that as at April 24, 2024, there were outstanding property taxes on this property in the amount of $20,267.29.

4. The Receiver was advised that Framajo issued a Notice of Sale to the Company, a copy of which is attached hereto as **Appendix "E"**. In the Notice of Sale, Framajo states that the amounts owing under its first mortgage is $1,458,429.57.

5. Counsel for the Receiver requested and received copies of Framajo's loan and security documents together with evidence of advances. Following its review of the documents provided, counsel for the Receiver has opined that Framajo has a validly secured first mortgage against 5978 Allendale.

6. The Receiver has obtained an opinion of value for this property from Colliers which disclosed that the value of this property is less than the amount owing to Framajo under its first mortgage.

7. Framajo has requested that it be permitted to proceed to enforce mortgage against 5978 Allendale under power of sale. In light of the value of this property and the amounts owing to Framajo, the Receiver has agreed to request an amendment to the Receivership Order that excludes 5978 Allendale from the definition of Property subject to this receivership.

8. Attached hereto as **Appendix "F"** is the parcel search for 6092 Allendale. The search discloses the following registrations against this property in order of registration:

    a) Charge in the principal amount of $1,505,000 in favour of Jaroslaw Proborszcz and Yasmeen Moroz; and

    b) A charge in the principal amount of $820,000 in favour of Dariusz Konopka and Aleksander Jacak.

9. The Receiver was contacted by Marek Tufman, who advised that he is acting as legal counsel for all of the parties holding a registered mortgage against 6092 Allendale. The Receiver and its counsel were advised by Mr. Tufman that his clients also wish to proceed with enforcement on their mortgages. Counsel for the Receiver and Mr. Tufman are continuing to engage in discussions about this request.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in Section 1.1 (1)(c) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTETNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “E”

Fourth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

December 11, 2024

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 2
1.2 Currency 3
1.3 Restrictions 3
2.0 Background 3
2.1 Status of Real Property 5
3.0 Transaction 5
3.1 The Debtor's Attempts to Purchase the Real Property 7
3.2 Recommendation to approve the Amended Transaction 8
4.0 MarshallZehr Distribution 9
5.0 Sealing 10
6.0 Conclusion and Recommendation 10

Appendices

Appendix Tab

Third Report (without appendices) ..... A
Sale Approval Order ..... B
Termination Letter dated July 4, 2024 C
First Reinstatement Agreement (redacted) ..... D
Termination Letter dated July 29, 2024 ..... E
Second Reinstatement Agreement (redacted) ..... F
Third Reinstatement Agreement (redacted) ..... G
Fugiel Offer (redacted) ..... H
Email correspondence between the Receiver and its counsel and Mr. Fugiel I
Second Fugiel Offer (redacted) ..... J
Email from Mr. Fugel's counsel ..... K
Email from the Receiver to Fugiel's counsel L
Email correspondence between counsel to the Receiver and Mr. Fugiel ..... M
Commitment Letter ..... N
Email between the Receiver and Mr. Fugiel's counsel ..... O
Discharge Statement to December 18, 2024 ..... P

Confidential Appendix **Tab**

First Reinstatement Agreement....1
Second Reinstatement Agreement....2
Third Reinstatement Agreement....3
Fugiel Offer....4
Second Fugiel Offer....5

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

FOURTH REPORT OF KSV RESTRUCTURING INC. AS RECEIVER

DECEMBER 11, 2024

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding is to market the Real Property for sale in a Court-supervised process.

4. On December 20, 2023, the Court issued an order (the "**Sale Process Order**") approving a sale process for the Real Property and certain related assets (the "**Sale Process**").

5. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA"**) which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (the "**Sale Agreements**") (collectively, the "**Purchased Assets**").

6. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to 1000835091 Ontario Inc. (the "**Purchaser**") pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024 (the "**Assignment Agreement**").

7. On June 17, 2024, the Receiver filed its Third Report to Court (the "**Third Report**") recommending, among other things, that the Court approve the Original Transaction. A copy of the Third Report (without appendices) is attached as **Appendix "A"**. On June 21, 2024, the Court issued an order (the "**Sale Approval Order**") approving the Original Transaction. A copy of the Sale Approval Order is attached as **Appendix "B"**.

8. As detailed below, the Purchaser failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with the Purchaser, the details of which are set out below.

9. The Receiver has now negotiated terms with the Purchaser for an amended transaction (the "**Amended Transaction**"), which is unconditional except for Court approval. Approximately 18% of the purchase price under the Amended Transaction has been paid in cash and is held by the Receiver in trust. The balance of the purchase price will be satisfied by financing provided by MarshallZehr to the Purchaser.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide an update on the status of the Real Property;

   b) summarize the terms of the Amended Transaction;

   c) summarize the Receiver's dealings with Mr. Pawel Fugiel, the principal of the Company;

   d) discuss a proposed distribution from the net sale proceeds of the Amended Transaction (the "**Proceeds**") to MarshallZehr Group Inc. ("**MarshallZehr**"), the Company's senior secured creditor and the Applicant in these proceedings;

   e) discuss a proposed reserve (the "**Holdback Reserve**") to be held by the Receiver from the cash proceeds of the Transaction pending a determination of the Holdback Claims (as defined below);

   f) discuss next steps in these proceedings;

g) recommend that the Court issue orders, among other things:

i. approving the Amended Transaction;

ii. authorizing and directing the Receiver to make an interim distribution to MarshallZehr, on account of its secured indebtedness;

iii. authorizing the Receiver to establish the Holdback Reserve, while the Receiver establishes a process for the determination of any entitlement to the Holdback Reserve, and authorizing the Receiver to release funds from the Holdback Reserve in respect of Holdback Claims to the applicable lien claimant, if the Receiver determines any such amounts are payable in priority to MarshallZehr ("**Priority Payables**"), (i) with the consent of MarshallZehr and the applicable claimant, or (ii) further order of the Court;

iv. sealing Confidential Appendices "1" to "5" (collectively, the "**Confidential Appendices**") to this Report until the business day following the closing of the Amended Transaction; and

v. approving this Fourth Report and the Receiver's conduct and activities described therein;

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by Marshallzehr, the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owns the Real Property. Mr. Fugiel is the sole officer and director of the Company.

2. The Company intended to use the Real Property to develop and sell three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Property (the "**Project**"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project, although no other phases of construction have commenced.

3. Prior to the receivership proceedings, the Company entered into the Sale Agreements and collected approximately $31 million of deposits. The deposits are being held in trust with the surety.

4. The Receiver was appointed on an application by MarshallZehr. Pursuant to a commitment letter dated November 15, 2021, as amended, MarshallZehr agreed to provide a loan in the maximum principal amount of $12,375,000 to the Company for the purpose of refinancing an existing loan. The Receiver understands, based on the information provided to it by MarshallZehr, that the entirety of the funds advanced was used to fund the refinancing, interest reserve and service fees related to the refinancing transaction.

5. Pursuant to a letter dated November 30, 2022, MarshallZehr increased the loan amount by $5,625,000 (the "**Third Advance**"). The Receiver understands that the Third Advance was conditional upon the Company satisfying certain conditions, which were not met. Accordingly, the Third Advance was not made to the Company. As of the date of this Report, MarshallZehr is owed approximately $20.4 million (the "**MarshallZehr Indebtedness**").

6. As security for the MarshallZehr Indebtedness, the Company granted MarshallZehr, amongst other things, (i) a first ranking charge in the principal amount of $13.8 million on the Property, which was registered on December 1, 2021, and (ii) a general security agreement. MarshallZehr registered a financing statement against the Company under the *Personal Property Security Act* (Ontario) ("**PPSA**").

7. Sovereign General Insurance Company ("**SGIC**") holds a second ranking charge in the principal amount of $2 million as security for deposit insurance. SGIC also registered a financing statement against the Company under the PPSA. SGIC and MarshallZehr are also parties to a priority agreement.

8. In addition to a PPSA registration in favour of SGIC and MarshallZehr, eight construction liens totalling approximately $13.6 million are registered against the Real Property.

9. Following its appointment, on October 23, 2023, the Receiver wrote to Mr. Fugiel to request information regarding, among other things, the Company's creditors. In November 2023, the Receiver also requested during telephone conversations with Mr. Fugiel that he provide, among other things, the Company's books and records. Despite numerous follow up attempts via email and telephone calls, the information requested by the Receiver has not been provided.

10. Due to Mr. Fugiel's lack of cooperation, the Receiver was forced to incur additional costs to obtain the required information and documents, including copies of all existing Agreements of Purchase and Sale. The Receiver reserved its rights to bring a motion in the future to recover these costs from Mr. Fugiel.

2.1 Status of Real Property

1. Since the commencement of these proceedings, the Receiver has had regular monitoring reports completed on the shoring by RWH Engineering Inc. which specializes in excavation work. Earlier this year, the Receiver spent approximately $350,000 (excluding taxes) to repair the shoring. On November 29, 2024, the Receiver received a quote of $390,000 (excluding taxes) to prepare the site for winter maintenance, which has been provided to counsel for the Purchaser.

3.0 Transaction

1. A summary of the Sale Process and the Original Transaction is provided in the Third Report, a copy of which, without appendices, is attached as Appendix "A". The purchase price of the Original Transaction was sealed pursuant to a Court order issued on June 21, 2024, although the purchase price was disclosed to the lien claimants who signed non-disclosure agreements.

2. As described in the Third Report, the Purchaser paid the First Deposit of $500,000. Despite the Second Deposit (as defined in the Original APA) not being paid, the Receiver proceeded to obtain an approval and vesting order and close the transaction. The Receiver informed the Court that this approach was intended to compel the Purchaser to either complete the transaction or forfeit the First Deposit.

3. The Original Transaction was scheduled to close on July 2, 2024. On the scheduled date, the Receiver tendered the closing documents, however the Purchaser failed to pay the balance of the closing funds. On July 4, 2024, the Receiver formally terminated the Transaction and the First Deposit was forfeited to the Receiver. A copy of the termination letter sent by the Receiver's counsel to the Purchaser is attached as **Appendix "C"**.

4. Following discussions with the Purchaser, the Receiver was informed that the Purchaser required until September 2024 to secure the necessary funds to close. Consequently, on July 12, 2024, the Purchaser and the Receiver entered into a Reinstatement and Amending Agreement (the "**First Reinstatement Agreement**") pursuant to which the parties agreed as follows:

    a) the Purchase Price under the Original APS would be increased by $50,000;

    b) the Purchaser would deliver the Second Deposit by July 11, 2024;

    c) if the Purchaser failed to close the Transaction by the new closing date, the First Deposit and the Second Deposit would be forfeited to the Receiver;

    d) the Purchaser would provide two additional deposits payable on July 22, 2024, and August 1, 2024; and

    e) the closing date would be extended to September 6, 2024.

5. A copy of the First Reinstatement Agreement with the purchase price redacted is attached as **Appendix "D"**. An unredacted copy of the First Reinstatement Agreement is attached as **Confidential Appendix "1"**.

6. The Purchaser failed to pay the additional deposits by the prescribed deadline. Accordingly, the transaction was terminated and the First Deposit and the Second Deposit were forfeited. Attached as **Appendix "E"** is a copy of the termination letter.

7. In September 2024, MarshallZehr advised the Receiver that the Purchaser had partnered with a real estate developer based in Toronto known to MZ. The Receiver was advised that the Purchaser was not registered with the Home Construction Regulatory Authority ("**HCRA**") and, therefore, could not assume the Sale Agreements, even though the Original APS provided for the assumption. Following discussions with the Purchaser, the developer and MarshallZehr, on October 8, 2024, the Receiver entered into a Second Reinstatement and Amending Agreement (the "**Second Reinstatement Agreement**"), which included the following terms:

    a) an additional deposit payable within one day of executing the agreement; and

    b) an agreement for the Purchaser to assume the Sale Agreements ninety (90) days after the Closing Date (the "Assumption Date"), with an option for the Purchaser to extend the Assumption Date by an additional ninety (90) days upon prior written notice to the Vendor and the Vendor's Solicitors, or as mutually agreed in writing. This assumption was conditional on the Purchaser obtaining a vendor and builder license from the HCRA.

8. A copy of the Redacted Second Reinstatement Agreement is attached as **Appendix "F"**. A copy of the Unredacted Second Reinstatement Agreement is attached as **Confidential Appendix "2".**

9. Despite executing the document the day earlier, the Purchaser failed to pay the additional deposit and the Receiver again terminated the transaction on October 24, 2024.

10. The Receiver subsequently re-listed the Purchased Assets for sale.

11. In November 2024, the Purchaser informed the Receiver that it now had access to a further deposit that was cumulatively the same value as the First Deposit and the Second Deposit (the "**Third Deposit")**. Given the Purchaser's prior defaults, the Receiver required the deposit to be placed in the Purchaser's lawyer's trust account before considering a further reinstatement agreement. MarshallZehr also advised the Receiver that it was prepared to finance the balance of the purchase price. On November 18, 2024, the Purchaser's counsel confirmed that the entirety of the Third Deposit was in its trust account. On the same day, the Receiver executed a Third Reinstatement and Amending Agreement (the "**Third Reinstatement Agreement**"), which included the following terms:

    a) the Purchaser would pay the Third Deposit to counsel for the Receiver in trust within one (1) business day. If the Purchase Agreement was terminated due to the Purchaser's default, the Third Deposit, along with any accrued interest, will be forfeited to the Receiver;

b) if the financing transaction contemplated by a letter of intent between MarshallZehr and the Purchaser failed due to reasons unrelated to the Purchaser's default, the deposit would be returned to the Purchaser without deductions or interest, upon the Purchaser's request; and

c) the terms of the Original APA together with the First Reinstatement Agreement and Second Reinstatement Agreement were reinstated.

12. A copy of the redacted Third Reinstatement Agreement is attached as **Appendix "G"**. A copy of the unredacted Third Reinstatement Agreement is attached as **Confidential Appendix "3**"

13. MarshallZehr has confirmed that other than standard financing conditions requiring Court approval of the Transaction and registration of security, all of its other financing conditions for the loan to the Purchaser have been waived.

3.1 The Debtor's Attempts to Purchase the Real Property

1. Since the outset of these proceedings, Mr. Fugiel has indicated on several occasions his intention to redeem the MarshallZehr mortgage loan or purchase the Real Property.

2. On September 20, 2024, Mr. Fugiel presented an offer to Colliers International, the listing broker engaged by the Receiver, to purchase the Real Property. Attached as **Appendix "H"** is a copy of Mr. Fugiel's redacted offer. A copy of his unredacted offer is attached as **Confidential Appendix "4"**.

3. By email correspondence dated September 30, 2024 and October 28, 2024, the Receiver and its legal counsel advised Mr. Fugiel and his legal counsel that his offer will not be considered unless he provides evidence that he has the financial ability to close the transaction. No such evidence was provided. Copies of the email correspondence are collectively attached as **Appendix "I"**.

4. On November 2, 2024, Mr. Fugiel presented another offer to the Receiver with an increased purchase price (the "**Second Offer**"). A redacted copy of the Second Offer is attached hereto as **Appendix "J"**. An unredacted copy of Mr. Fugiel's Second Offer is attached hereto as **Confidential Appendix "5".**

5. On November 3, 2024, counsel for Mr. Fugiel provided the Receiver a copy of a conditional term sheet from Morris Financial Group ("**Morris**"), a lender based in New York and Tel Aviv (the "**Morris Term Sheet**"). The Morris Term Sheet was, among other things, subject to due diligence and credit committee approval. The Morris Term Sheet also had a confidentiality clause. As a consequence of the confidentiality clause, the Receiver is not attaching this commitment letter to its report. Counsel for Mr. Fugiel advised that this lender needs 14 days to complete its due diligence. A copy of the email from Mr. Fugiel's counsel without the attachment is attached as **Appendix "K"**.

6. On November 3, 2024, the Receiver sent an email to Mr. Fugiel's counsel, noting prior unfavorable experiences with Morris. The Receiver requested that counsel inform them if the financing became firm and advised that the Receiver would continue marketing the property in the meantime. A copy of this correspondence is attached as **Appendix "L"**.

7. On November 12, 2024, counsel for Mr. Fugiel wrote to the Receiver and its counsel to advise that another commitment for financing was coming shortly. Counsel for the Receiver replied to Mr. Fugiel's counsel and again reminded him that his client's offer will not be considered until evidence of financing is provided. Counsel for the Receiver also advised Mr. Fugiel's counsel that the Receiver has received another offer that it is considering. A copy of the email correspondence between counsel is attached as **Appendix "M"**.

8. On November 15, 2024, counsel for Mr. Fugiel provided a commitment letter from Fiducia Ventures Inc. A copy of the commitment letter is attached as **Appendix "N"**. The commitment letter included over 20 conditions, such as requirements for an appraisal, environmental reports, and development budgets. The commitment letter provided that the maximum proposed loan amount could not exceed 60% of the appraised value, which would require the Property to be valued at over $36 million. The Receiver understands that the Real Property is worth substantially less than this amount.

9. The Receiver again advised counsel to Mr. Fugiel that it could not accept an offer conditional on financing and that it had entered into another transaction. A copy of the correspondence between the Receiver and Mr. Fugiel is attached as **Appendix "O"**.

10. Since then, counsel to Mr. Fugiel has requested a payout statement from MarshallZehr which was provided to Mr. Fugiel on December 5, 2024.

11. On December 8, 2024, counsel to Mr. Fugiel advised the Receiver that Mr. Fugiel intended to oppose approval of the Amended Transaction.

3.2 Recommendation to approve the Amended Transaction

1. The Amended Transaction is substantially similar to the terms approved by the Court in June 2024, subject to the following amendments:

    a) approximately 18% of the purchase price has now been received by the Receiver by way of deposits;

    b) the purchase price was increased by $50,000; and

    c) the Purchaser will only assume the Sale Agreements once it gets HCRA approval, which it has over 90 days after closing to obtain. If the Purchaser does not obtain HCRA approvals, the deposits under the Sale Agreements will be fully refunded.

2. In addition to the reasons set out in the Third Report, the Receiver recommends the Court issue the proposed Approval and Vesting Order approving the Amended Transaction for the following reasons:

   a) the process undertaken by the Receiver to market the Real Property was commercially reasonable and conducted in accordance with the terms of the Sale Process Order;

   b) the Real Property has been listed for over a year, and the Transaction offers a path to conclude the receivership and minimize further professional fees and costs, including significant maintenance costs;

   c) the Amended Transaction is unconditional, but for Court approval; and

   d) MarshallZehr supports the Transaction.

3. Mr. Fugiel has had over a year to redeem or submit an offer to purchase the Real Property, and has failed to deliver any concreate offers that are acceptable to the Receiver or that would realistically materialize in a closeable transaction. Any further delays would prejudice the stakeholders and unnecessarily increase the costs of the proceedings.

4.0 MarshallZehr Distribution

1. If the Transaction is approved, the Receiver is seeking authorization and direction to distribute the balance of the proceeds therefrom, after reserving for the closing costs (i.e. broker commissions, property taxes) and the costs of these proceedings (i.e. the fees and costs of the Receiver and its counsel) to: (i) repay the amounts owing under the Receiver's Borrowings Charge (which will be $523,266.95 as at December 18, 2024); (ii) establish a reserve to fund any holdback deficiencies in respect of any valid construction liens on the Real Property, and (iii) repay a portion of the MarshallZehr Indebtedness.

2. MarshallZehr is the principal secured creditor of the Company. Attached as **Appendix "P"** is the discharge statement provided by MarshallZehr to December 18, 2024 (the "**Discharge Statement**"). The Discharge Statement discloses that MarshallZehr is owed $20.9 million, of which approximately $20.4 million is in respect of the MarshallZehr Indebtedness and approximately $523,000 is in respect of the borrowings under the Receiver's Borrowings Charge.

3. The Receiver requested that Aird & Berlis LLP ("**A&B**"), as independent legal counsel, conduct a review of the security granted by the Company in respect of the MarshallZehr Indebtedness. A&B provided the Receiver with an opinion that, subject to standard assumptions and qualifications, pursuant to applicable security documentation, MarshallZehr has valid security interests or charge, as applicable, against the Property to be sold pursuant to the Amended Transaction.

4. There are eight construction liens totaling approximately $13.6 million on the Property (collectively the "**Lien Claimants**"). Based on description of services provided in the liens, the claimants all provided services to Buttcon Limited ("**Buttcon**"). Buttcon's own lien is in the amount of approximately $8.2 million.

5. The Receiver understands that the Company did not segregate any funds for holdback. The Receiver intends to carry out a process to establish whether any of the lien claimants could have a Priority Payable Claim that ranks ahead of MarshallZehr in respect of any deficiency in holdback (the "**Holdback Claims**"). A&B further advised that based on its review of the MarshallZehr loan and security documents, and the information relating to the timing and the nature of the loans, the maximum aggregate potential priority for the holdback claims for liens registered against the Real Property would be limited to the statutory 10% holdback of valid construction liens on the Real Property.

6. The Receiver has written to the Lien Claimants for more information regarding their Lien Claims.

7. To facilitate an interim distribution, while concurrently running this process, the Receiver seeks to establish a Holdback Reserve of approximately $1.4 million, which exceeds 10% of the total amount of liens registered on the Real Property. Should the Receiver determine there are amounts that are in fact payable in priority to MarshallZehr, following a review of the applicable claims, the Receiver will seek to release funds from the Holdback Reserve with the consent of MarshallZehr and the applicable claimant or a further order of the Court.

5.0 Sealing

1. The Confidential Appendices contain the purchase price under the Amended Transaction and offers from Fugiel. These materials have been filed on a confidential basis as making this information publicly available may affect future offers submitted if the Amended Transaction does not close.

2. Temporarily sealing this information until the Amended Transaction closes is necessary to maximize recoveries in these proceedings and maintain the integrity and confidentiality of key information in the Sale Process. The salutary effects of sealing such information from the public record greatly outweigh any deleterious effects of doing so. The Receiver believes the proposed sealing of the Confidential Appendices is appropriate in these circumstances.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make the orders granting the relief detailed in Section 1.1 (1)(g) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “F”

Fifth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

January 20, 2025

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 2
1.2 Currency 2
1.3 Restrictions 2
2.0 Background 3
3.0 Court-approved Sale Process 3
4.0 The Successful Offer 4
5.0 MarshallZehr Distribution and Construction Liens 6
6.0 The Debtor's Attempts to Purchase the Real Property 7
7.0 The Notice of Appeal 8
7.1 Declaration that Leave is Required to Appeal AVO and Leave Should Not be Granted 8
7.2 Risks Associated with Proposed Appeal Proceeding 9
8.0 Sealing 9
9.0 Conclusion and Recommendation 10

Appendices

Appendix

Fourth Report (without appendices) ..... A
Third Report (without appendices) ..... B
Sales Process Approval Order and Endorsement C
AVO, Ancillary Order and the Endorsement dated January 7, 2025 ..... D
Original Asset Purchase Agreement (redacted) ..... E
First Reinstatement Agreement (redacted) ..... F
Second Reinstatement Agreement (redacted) ..... G
Third Reinstatement Agreement (redacted) ..... H
Notice of Assignment I
Fugiel Offer (redacted) ..... J
Email correspondence between the Receiver and its counsel and Mr. Fugiel ..... K
Second Fugiel Offer (redacted) L
Email from Mr. Fugel's counsel ..... M
Email from the Receiver to Fugiel's counsel ..... N
Email correspondence between counsel to the Receiver and Mr. Fugiel ..... O
Commitment Letter ..... P
Email between the Receiver and Mr. Fugiel's counsel ..... Q
Notice of Appeal ..... R

Confidential Appendix **Tab**

Original Asset Purchase Agreement 1
First Reinstatement Agreement 2
Second Reinstatement Agreement 3
Third Reinstatement Agreement 4
Fugiel Offer 5
Second Fugiel Offer 6

COURT OF APPEAL FILE NO.:
COURT FILE NO.: CV-23-00700695-00CL

COURT OF APPEAL OF ONTARIO

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT
(RESPONDENT)

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT
(APPELLANT)

FIFTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

JANUARY 20, 2025

1.0 Introduction

1. This fifth report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company, including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**").

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset is the Real Property, and the principal purpose of the receivership proceeding was to market the Real Property for sale in a Court-supervised Sale Process (as defined below).

4. Following completion of the Sale Process, the Receiver entered into a transaction concerning the Real Property and obtained an Approval and Vesting Order from the Court on January 7, 2025 (the "**AVO**"). The sale transaction is scheduled to close on January 27, 2025.

5. This Report is being filed in support of an urgent motion for directions from the Court of Appeal for Ontario. The urgency arises from the Company's filing of a notice of appeal (the **"Notice of Appeal**") of the AVO, which would prevent the Receiver from completing the Amended Transaction (as defined below).

6. The receivership has been outstanding for well over a year. The Amended Transaction offers a path to conclude the receivership and minimize further professional fees and costs, including significant maintenance costs. Interest continues to accrue on the debt of the first-ranking mortgagee, MarshallZehr Group Inc. ("**MarshallZehr**"), at a rate of $14,181.37 per day.

7. The Receiver moves for:

   a. an order declaring that the appeal is governed by the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3) ("BIA");

   b. an order declaring that there is no automatic right to appeal the AVO under section 193 of the BIA and that leave is required;

   c. an order that leave should not be granted;

   d. costs of this motion on a scale that is just; and

   e. a sealing order in respect of the confidential appendices.

1.1 Purposes of this Report

1. The purposes of this Report are to provide background to the proceedings, in support of the Receiver's motion for directions.

2. Capitalized terms used but are not otherwise defined in this Fifth Report shall have the meanings given to them in the Fourth Report of the Receiver dated December 11, 2024 (the **"Fourth Report"**), a copy of which is attached hereto without appendices as **Appendix "A"**.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr, the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owns the Real Property. Mr. Pawel Fugiel is the sole officer and director of the Company.

2. The Real Property was intended to be developed and sold as three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Real Property (the "**Project**"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project, although no other phases of construction have commenced.

3. The Receiver was appointed on application by MarshallZehr, the Company's senior secured lender. Pursuant to the terms of a commitment letter dated November 15, 2021, as amended, MarshallZehr agreed to provide a loan in the maximum principal amount of $12,375,000 to the Company for the purpose of refinancing an existing loan. The Receiver understands, based on the information provided to it by MarshallZehr, that the entirety of the funds advanced was used to fund the refinancing, an interest reserve and service fees related to the refinancing of an acquisition term facility.

4. As at December 18, 2024, MarshallZehr was owed approximately $20.4 million (the "**MarshallZehr Indebtedness**").

5. As security for the MarshallZehr Indebtedness, the Company granted MarshallZehr, among other things, (i) a first ranking charge in the principal amount of $13.8 million on the Property, which was registered on December 1, 2021, and (ii) a general security agreement. MarshallZehr registered a financing statement against the Company under the *Personal Property Security Act* (Ontario) ("**PPSA**").

6. Sovereign General Insurance Company ("**SGIC**") holds a second ranking charge in the principal amount of $2 million as security for deposit insurance. SGIC also registered a financing statement against the Company under the PPSA. SGIC and MarshallZehr are also parties to a priority agreement.

7. In addition to a PPSA registration in favour of SGIC and MarshallZehr, eight construction liens totaling approximately $13.6 million are registered against the Real Property.

8. Prior to the receivership proceedings, the Company entered into the Sale Agreements (as defined below) and collected approximately $31 million of deposits from home buyers. The deposits are being held in trust with the surety, being SGIC.

3.0 Court-approved Sale Process

1. On December 20, 2023, the Court issued an order (the "**Sale Process Order**") approving a sale process for the Real Property and certain related assets (the "**Sale Process**").

2. A summary of the Sale Process is provided in the Receiver's Third Report to Court dated June 17, 2024 (the "**Third Report**"), a copy of which, without appendices, is attached as **Appendix "B"**. The Sale Process Order is attached as **Appendix "C"**.

3. As described in the Third Report, the Receiver retained Colliers Macaulay Nicolls Inc. ("**Colliers**") pursuant to the Sale Process Order. The marketing phase carried out by Colliers included:

    a. On January 17, 2024, Colliers sent an investment summary detailing the acquisition opportunity to over 4700 parties in its database, including real estate developers in the Niagara region;

    b. Interested parties had to sign a confidentiality agreement ("**NDA**") to (i) access the virtual data room ("**VDR**") which contained various reports and site plans and a budget to build-out the Project; and (ii) obtain a copy of the Confidential Information Memorandum ("**CIM**"), which included a summary of the Real Property and details concerning the Sale Process

    c. The listing was posted on the Real Estate Board Multiple Listing Services ("**MLS**"); and

    d. the Receiver, in conjunction with Colliers, set out a "bid not before date" of March 22, 2024 at 5:00 pm (Toronto time).

4. A summary of the results of the Sale Process is as follows:

    a. 22 parties executed an NDA and were provided a copy of the CIM and access to the VDR; and

    b. 2 parties submitted offers.

4.0 The Successful Offer

1. Following extensive negotiations, on April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA**") which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of over 350 pre-sale agreements entered into with homebuyers (collectively, the "**Sale Agreements**" and together with the Real Property, the "**Purchased Assets**").

2. On June 11, 2024, Lakeshore assigned all its right, title and interest in the Original APA to 1000835091 Ontario Inc. (the "**Purchaser**") pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024 (the "**Assignment Agreement**").

3. The Purchaser paid the First Deposit of $500,000. Despite the Second Deposit (as defined in the Original APA) not being paid, the Receiver proceeded to obtain an approval and vesting order and close the transaction. The Receiver informed the Court that this approach was intended to compel the Purchaser to either complete the transaction or forfeit the First Deposit. The Receiver's recommendations with respect to the Original APA and the Original Transaction were provided in the Third Report.

4. On June 21, 2024, the Court issued a Sale Approval Order, approving the Original Transaction.

5. The Original Transaction was scheduled to close on July 2, 2024. On the scheduled closing date, the Receiver tendered closing documents, but the Purchaser failed to pay the balance of the closing funds. On July 4, 2024, the Receiver terminated the Original Transaction and the First Deposit was forfeited to the Receiver.

6. As described in the Fourth Report, the sale transaction was reinstated a number of times, but as a result of various breaches by the Purchaser, the Receiver ultimately terminated the transaction with the Purchaser on October 24, 2024. The Receiver subsequently re-listed the Real Property for sale.

7. In November 2024, the Purchaser approached the Receiver and advised the Receiver that it had access to additional funds to pay a meaningful deposit to reinstate the offer, which amount was cumulatively the same value as the First Deposit and the Second Deposit (the "**Third Deposit**"). The Purchaser also advised the Receiver that it had secured financing from MarshallZehr sufficient to satisfy the purchase price and close the sale transaction.

8. On November 19, 2024, the Purchaser's counsel confirmed it had the Third Deposit in its trust account. On the same day, the Receiver executed a Third Reinstatement and Amending Agreement (the "**Third Reinstatement Agreement**"), which included the following terms (the "**Amended Transaction**"):

    a. the Purchaser would pay the Third Deposit to counsel to the Receiver in trust within one business day. If the Third Reinstatement Agreement was terminated due to the Purchaser's default, the Third Deposit, along with any accrued interest, would be forfeited to the Receiver.

    b. if the financing transaction contemplated by a letter of intent between MarshallZehr and the Purchaser failed due to reasons unrelated to the Purchaser's default, the Third Deposit would be returned to the Purchaser without deductions or interest, upon the Purchaser's request; and

    c. the terms of the Original APA together with the First Reinstatement Agreement and Second Reinstatement Agreement were reinstated (together with the Third Reinstatement Agreement, the "**Amended APA**").

9. MarshallZehr has confirmed that other than standard financing conditions requiring Court approval of the Amended Transaction and registration of security, all of its other financing conditions for its new loan to the Purchaser have been satisfied or otherwise waived.

10. Approximately 18% of the purchase price under the Amended Transaction has been paid in cash as a deposit. The balance of the purchase price will be satisfied by the financing provided by MarshallZehr to the Purchaser.

11. The Amended Transaction is substantially similar to the terms approved by the Court in June 2024, subject to the following amendments:

    a. approximately 18% of the purchase price has now been received by the Receiver by way of deposits;

    b. the purchase price was increased by $50,000; and

    c. the Purchaser will only assume the Sale Agreements once it gets registered with the Home Construction Regulatory Authority ("**HCRA**") and receives the requisite approvals from HCRA, which it has over 90 days after closing to obtain. If the Purchaser does not obtain HCRA licensing and approvals, the homebuyer deposits under the Sale Agreements will be fully refunded to the homebuyers. The majority owner of the Purchaser entity has several projects registered with the HCRA and does not anticipate any issues obtaining registration for this project.

12. The Fourth Report provides the Receiver's recommendation with respect to the Amended Transaction.

13. As noted above, on January 7, 2025, the Receiver obtained the AVO approving the Amended Transaction and the Amended APA. A copy of the AVO is attached as **Appendix "D".**

14. Since obtaining the AVO, the Receiver has received a notice from the Purchaser that it has assigned the Amended APA to a related party, 1001082540 Ontario Inc. Under the terms of the Amended APA, the Receiver is required to obtain an amended AVO to amend the name of the Purchaser, at the sole cost of the Purchaser. Redacted copies of the Original APA, the reinstatement agreements, and the notice of assignment are attached as **Appendices "E", "F", "G", "H" and "I"** respectively and unredacted copies are attached as **Confidential Appendices "1", "2", "3" and "4".**

5.0 MarshallZehr Distribution and Construction Liens

1. In conjunction with obtaining the AVO, the Receiver also obtained an ancillary order providing that the balance of the refinancing proceeds from the Amended Transaction after reserving for the closing costs (i.e. broker commissions, property taxes, etc.) and the costs of these proceedings (i.e. the fees and costs of the Receiver and its counsel) are to be used to: (i) repay the amounts owing under the Receiver's Borrowings Charge (which were $523,266.95 as at December 18, 2024); (ii) establish a reserve to fund any holdback deficiencies in respect of any valid construction liens on the Real Property, and (iii) permanently repay a portion of the MarshallZehr Indebtedness.

2. As of December 11, 2024, MarshallZehr was owed approximately $20.9 million, of which approximately $20.4 million was in respect of the MarshallZehr Indebtedness and approximately $523,000 was in respect of the borrowings under the Receiver's Borrowings Charge.

3. There are eight construction liens totaling approximately $13.6 million on the Real Property (collectively the "**Lien Claimants**"). MarshallZehr has brought a motion returnable March 7, 2025, to determine if any of the Lien Claimants could have a claim that ranks ahead of MarshallZehr in respect of any deficiency in holdback.

6.0 The Debtor's Attempts to Purchase the Real Property

1. Since the outset of these proceedings, Mr. Fugiel, the principal of the Company, has indicated on several occasions his intention to redeem the MarshallZehr mortgage loan or purchase the Real Property.

2. On September 20, 2024, Mr. Fugiel presented an offer to Colliers International, the listing broker engaged by the Receiver, to purchase the Real Property. Attached as **Appendix "J"** is a copy of Mr. Fugiel's redacted offer, and an unredacted copy is attached as **Confidential Appendix "5".**

3. By email correspondence dated September 30, 2024 and October 28, 2024, the Receiver and its legal counsel advised Mr. Fugiel and his legal counsel that his offer will not be considered unless he provides evidence that he has the financial ability to close the transaction. No such evidence was provided. Copies of the email correspondence are collectively attached as **Appendix "K"**.

4. On November 2, 2024, Mr. Fugiel presented another offer to the Receiver with an increased purchase price (the "**Second Offer**"). A redacted copy of the Second Offer is attached hereto as **Appendix "L"** and an unredacted copy is attached as **Confidential Appendix "6"**.

5. On November 3, 2024, counsel for Mr. Fugiel provided the Receiver a copy of a conditional term sheet from Morris Financial Group ("**Morris**"), a lender based in New York and Tel Aviv (the "**Morris Term Sheet**"). The Morris Term Sheet was, among other things, subject to due diligence and credit committee approval. The Morris Term Sheet also had a confidentiality clause. As a consequence of the confidentiality clause, the Receiver is not attaching this commitment letter to this Report. Counsel for Mr. Fugiel advised that this lender needed 14 days to complete its due diligence. A copy of the email from Mr. Fugiel's counsel without the attachment is attached as **Appendix "M"**.

6. On November 3, 2024, the Receiver sent an email to Mr. Fugiel's counsel, noting prior unfavorable experiences with Morris. The Receiver requested that counsel inform them if the financing became firm and advised that the Receiver would continue marketing the property in the meantime. A copy of this correspondence is attached as **Appendix "N"**.

7. On November 12, 2024, counsel for Mr. Fugiel wrote to the Receiver and its counsel to advise that another commitment for financing was coming shortly. Counsel for the Receiver replied to Mr. Fugiel's counsel and again reminded him that his client's offer will not be considered until evidence of financing is provided. Counsel for the Receiver also advised Mr. Fugiel's counsel that the Receiver has received another offer that it is considering. A copy of the email correspondence between counsel is attached as **Appendix "O"**.

8. On November 15, 2024, counsel for Mr. Fugiel provided a commitment letter from Fiducia Ventures Inc. A copy of the commitment letter is attached as **Appendix "P"**. The Fiducia commitment letter included over 20 conditions, such as requirements for an appraisal, environmental reports, and development budgets. The commitment letter provided that the maximum proposed loan amount could not exceed 60% of the appraised value, which would require the Real Property to be valued at over $36 million. The Receiver understands that the Real Property is worth substantially less than this amount.

9. The Receiver again advised counsel to Mr. Fugiel that it could not accept an offer conditional on financing and that the Receiver would be pursuing the other transaction. A copy of the correspondence between the Receiver and Mr. Fugiel's counsel is attached as **Appendix "Q"**.

10. In response to the Receiver's motion for an AVO for the Amended Transaction, the Company filed materials seeking, among other things, additional time to redeem the MarshallZehr mortgage.

11. On January 7, 2025, Justice Dietrich granted the AVO, approving the Amended Transaction. Copies of the AVO, the ancillary order addressing the interim distribution and the accompanying endorsement of Her Honour (the "**AVO Endorsement**") are attached as **Appendix "D".**

12. As noted in the AVO Endorsement, Justice Dietrich held that providing additional time for the Company to redeem would not be appropriate. She considered:

    a. that the receivership proceeding had been ongoing for over 14 months;

    b. the Company did not have a cheque in hand to pay out its creditors, let alone the senior lender;

    c. Mr. Fugiel is attempting to participate as a bidder and is raising the possibility of redemption as an alternative option to delay a sale approval; and

    d. Unlike other cases where redemption was permitted, there are no unusual and exceptional circumstances that exist to support the Company's right to redeem at this time.

7.0 The Notice of Appeal

1. The Company served the Notice of Appeal on January 16, 2025. A copy of the Notice of Appeal is attached as **Appendix "R"**.

7.1 Declaration that Leave is Required to Appeal AVO and Leave Should Not be Granted

1. The Company's appeal is incorrectly based on the assumption that it has an automatic right of appeal pursuant to sections 193(b) and 193(c) of the BIA.

2. The Receiver seeks a declaration that there is no automatic right to appeal the AVO under section 193 of the BIA and that leave is required.

3. The Receiver further seeks an order that leave be denied.

7.2 Risks Associated with Proposed Appeal Proceeding

1. The Receiver's objective is to preserve and complete the Amended Transaction by its scheduled closing date of January 27, 2025. The Receiver submits that any delay in closing the Amended Transaction will cause significant prejudice to the Company's creditors, homebuyers, and other stakeholders, as outlined below:

    a. **Interest accrual on secured debt**: the outstanding indebtedness to MarshallZehr continues to accrue interest in the aggregate per diem amount of $14,181.37. Prolonged delays in the closing process will increase the debt burden, eroding the eventual recovery for the Company's creditors.

    b. **Impact on Homebuyers**: the Project includes over 350 pre-sale agreements with homebuyers who have been waiting for years to take possession of their homes. These individuals have placed deposits totaling approximately $31 million, which are currently held in trust. Prolonged delays risk further frustrating these homebuyers, eroding confidence in the Project, and increasing the likelihood of claims or disputes.

    c. **Deterioration of the Real Property**: the Real Property, which is the primary asset of the receivership estate, remains in an incomplete state. Any further delays may result in physical deterioration of the site, including potential safety hazards, increased maintenance costs, or environmental liabilities, all of which could reduce the value of the Real Property. In that respect, to date, the Receiver has incurred costs in excess of $500,000 in connection with maintenance of the Real Property.

    d. **Rising Costs and Professional Fees**: The ongoing receivership incurs significant professional costs, including legal and administrative fees, which are paid from the estate. Delaying the closing of the Amended Transaction will further reduce the net recovery for stakeholders.

    e. **The impact of another sale process**: The receivership proceeding has been ongoing for over 14 months and the Real Property was first listed for sale in January 2024. Relisting the Real Property for sale will result in additional costs, which will be absorbed by MarshallZehr as the fulcrum creditor, with no real likelihood of a better result. In the Receiver's view, the Real Property has been exposed to the market for a significant amount of time.

8.0 Sealing

1. The Confidential Appendices contain the purchase price under the Amended Transaction and offers from Fugiel. These materials have been filed on a confidential basis as making this information publicly available may affect future offers submitted if the Amended Transaction does not close. A sealing order in respect of these materials was previously granted by the Court.

2. Temporarily sealing this information until the Amended Transaction closes is necessary to maximize recoveries in these proceedings and maintain the integrity and confidentiality of key information in the Sale Process. The salutary effects of sealing such information from the public record greatly outweigh any deleterious effects of doing so. The Receiver believes the proposed sealing of the Confidential Appendices is appropriate in these circumstances.

9.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make the orders granting the relief detailed in paragraph 1.0(7) of this Report.

* * *

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “G”

Sixth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

January 22, 2025

Contents

Page

1.0 Introduction 1

1.1 Purposes of this Report 1

1.2 Currency 1

1.3 Restrictions 2

2.0 Assignment of Asset Purchase Agreement 2

3.0 Appeal 3

4.0 Conclusion and Recommendation 3

Appendices

Appendix Tab

Approval and Vesting Order ..... A

Notice of Assignment ..... B

Notice of Appeal C

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

FIFTH REPORT OF KSV RESTRUCTURING INC. AS RECEIVER

JANUARY 22, 2025

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. KSV seeks an amendment to the approval and vesting order granted by the Court on January 7, 2025 (the "**AVO"**), at the request of the purchaser under the APA (as defined below).

1.1 Purposes of this Report

1. The purpose of this Report is to recommend that the Court issue an order approving an amendment to the AVO.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by Marshallzehr, the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Assignment of Asset Purchase Agreement

1. Background of these proceedings and further details in respect of the transaction approved pursuant to the AVO can be found in the Fourth Report of the Receiver dated December 11, 2024, filed with the Court.

2. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding is to market the Real Property for sale in a Court-supervised process.

3. On December 20, 2023, the Court issued an order approving a sale process for the Real Property and certain related assets.

4. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA"**) which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (collectively, the "**Purchased Assets**").

5. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to 1000835091 Ontario Inc. ("**1000835091 Ontario**") pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024.

6. On June 21, 2024, the Court issued an order approving the Original Transaction.

7. 1000835091 Ontario failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with 1000835091 Ontario, and the Receiver negotiated terms with 1000835091 Ontario for an amended transaction (the "**APA**").

8. On January 7, 2025, the Receiver obtained the AVO approving the APA and the related transaction. A copy of the AVO is attached as **Appendix "A".**

9. Since the issuance of the AVO, a request was made to the Receiver that the AVO be amended to reflect the fact the APA has been assigned by 1000835091 Ontario to

1001082540 Ontario Inc. ("**1001082540 Ontario**"). A copy of the notice of assignment is attached as **Appendix "B"**. The notice of assignment provides that 1001082540 Ontario has agreed to be bound by the terms of the APA as if it were the original purchaser to the agreement, and it agrees to perform and complete all obligations thereof.

10. The APA provides an assignment right to the 1000835091 Ontario.

11. The Receiver seeks to amend the AVO to reflect that the Purchased Assets, as defined in the APA be vested in 1001082540 Ontario.

12. Per the terms of the APA, the costs of this motion will be borne by 1001082540 Ontario.

13. Pursuant to the terms of the Amended Transaction, the purchaser will only assume the Sale Agreements once it gets registered with the Home Construction Regulatory Authority ("**HCRA**") and receives the requisite approvals from HCRA, which it has over 90 days after closing to obtain. If the purchaser does not obtain HCRA licensing and approvals, the homebuyer deposits under the Sale Agreements will be fully refunded to the homebuyers. The majority owner of the Purchaser entity has several projects registered with the HCRA and does not anticipate any issues obtaining registration for this project.

3.0 Appeal

14. The Company served the Notice of Appeal on January 16, 2025. A copy of the Notice of Appeal is attached as Appendix "C".

15. On January 21, 2025, the Receiver was advised by the Court of Appeal that the Notice of Appeal was not filed properly. The Receiver has requested the Company rectify the filing issue.

16. The Company's appeal is incorrectly based on the assumption that it has an automatic right of appeal pursuant to sections 193(b) and 193(c) of the BIA. The Receiver intends to file an urgent motion for directions to seek a declaration that there is no automatic right to appeal the AVO under section 193 of the BIA and that leave is required. The Receiver further seeks an order that leave be denied.

4.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make the orders granting the requested relief.

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

- 63111684.5

Appendix “H”

Seventh Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

February 20, 2025

Contents

Page

1.0 Introduction 1
1.1 Notice of Appeal 1
1.2 Assignment and Redemption 2
1.3 Purposes of this Report 2
1.4 Currency 2
1.5 Restrictions 3
2.0 The Pending Sale 3
3.0 Redemption 4
3.1 Prejudice Caused by Delays in Closing Amended Transaction 4
3.2 Receiver's Recommendation 5

Appendices

Appendix Tab

Approval and Vesting Order ..... A
Notice of Appeal ..... B
Endorsement of Court of Appeal dated February 19, 2025 C
Fourth Report of the Receiver ..... D
Payout Schedule ..... E
Email confirmations from the Company's counsel ..... F

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

SEVENTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

FEBRUARY 20, 2025

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. As discussed further below, on January 7, 2025, the Court issued an order (the "**AVO**") approving the Amended Transaction (as defined below). Copies of the AVO and the accompanying endorsement are attached as **Appendix "A"**.

1.1 Notice of Appeal

1. On January 16, 2025, the Company served a notice of appeal (the "**Notice of Appeal**") seeking, among other things, to set aside the AVO. A copy of the Notice of Appeal is attached as **Appendix "B"**.

2. On January 20, 2025, the Receiver filed a Notice of Motion with the Court of Appeal for Ontario ("**Court of Appeal**") seeking, among other things: (i) a declaration that there is no automatic right of appeal from the AVO pursuant to the provisions of the *Bankruptcy and Insolvency Act;* and (ii) an order declining to grant leave to appeal from the AVO.

3. On February 3, 2025, the Company filed a cross-motion seeking, among other things: (i) directions from the Court of Appeal as to whether leave to appeal and a stay of the AVO is necessary; and (ii) an order granting leave to appeal, if required.

4. On February 7, 2025, the Court of Appeal heard the Receiver's motion and the Company's cross-motion.

5. On February 19, 2025, the Court of Appeal released an endorsement (the "**Endorsement**") granting the Receiver's motion and dismissing the Company's cross-motion. The Receiver was also awarded costs of $25,000, inclusive of disbursements and HST. A copy of the Endorsement is attached as **Appendix "C"**.

1.2 Assignment and Redemption

1. Following the issuance of the AVO, 1000835091 Ontario Inc. (the "**Purchaser**") asked the Receiver to amend the AVO to reflect that the Asset Purchase Agreement (the "**APA**") had been assigned by the Purchaser to 1001082540 Ontario Inc. ("**1001082540 Ontario**"). The APA contains an assignment right in favour of the Purchaser.

2. Accordingly, on January 23, 2025, the Receiver filed a motion to amend the AVO to reflect that the Purchased Assets, as defined in the APA, should be vested in 1001082540 Ontario (the "**Assignment Motion**").

3. On January 27, 2025, the Company filed a cross-motion seeking orders: (i) dismissing the Assignment Motion; and (ii) granting the Company leave to redeem the mortgage indebtedness owed by the Company and cover all associated costs of these proceedings (the "**Redemption Motion**").

4. Since that time, the Purchaser has advised the Receiver that it no longer requires the APA to be assigned. Accordingly, the Receiver withdrew the Assignment Motion. The only issue for the Court to consider is the Redemption Motion.

1.3 Purposes of this Report

1. The purpose of this Report is to provide the Court with background information regarding the Amended Transaction and details related to the Redemption Motion.

1.4 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.5 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr Inc. ("**MarshallZehr**"), the principal secured creditor of the Company. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 The Pending Sale

1. Background information regarding these proceedings, as well as further details concerning the Amended Transaction are set out in the Fourth Report of the Receiver dated December 11, 2024 (the "**Fourth Report**"), filed with the Court. A copy of the Fourth Report is attached (without appendices) as **Appendix "D"**.

2. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding is to market the Real Property for sale through a Court-supervised process.

3. On December 20, 2023, the Court issued an order approving a sale process for the Real Property and certain related assets (the "**SISP Order**").

4. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA"**) which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (collectively, the "**Purchased Assets**").

5. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to the Purchaser, pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024.

6. On June 21, 2024, the Court issued an order approving the Original Transaction.

7. The Purchaser failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with the Purchaser, and the Receiver negotiated terms for an amended transaction (the "**Amended Transaction**") with the Purchaser pursuant to the terms of the APA.

8. On January 7, 2025, the Receiver obtained the AVO approving the APA and the Amended Transaction.

9. The Receiver and the Purchaser did not immediately complete the Amended Transaction, due to the Company's pending appeal of the AVO described above.

10. Since the Court of Appeal released its Endorsement disposing of the appeal on February 19, 2025, there are no further barriers to closing the Amended Transaction.

3.0 Redemption

1. The Receiver is prepared to close the Amended Transaction, contingent upon the outcome of the Redemption Motion.

2. On February 19, 2025, the Purchaser informed the Receiver that it remains committed to closing the Amended Transaction. On the same day, MarshallZehr further confirmed that its financing for the Amended Transaction remains unconditional.

3. To assist the Court in evaluating the Redemption Motion, the Receiver has sought clarification from the Company and its counsel regarding whether they have secured a firm financing commitment.

4. On January 29, 2025, the Receiver provided the Company with a payout estimate (the "**Payout Schedule**") which indicated that the amount required to redeem was approximately $22.7 million as of that date, including amounts owing in priority to MarshallZehr.[1] A copy of this schedule is attached as **Appendix "E"**. The Receiver now estimates that this amount has increased to approximately $23.5 million due to additional interest and costs.

5. Since then, the Company's counsel has provided email confirmations from co-lenders, Fiducia Group ("**Fiducia**") and CDS (together, the "**Potential Lenders**"), indicating that a net amount of $23.6 million is available to redeem the MarshallZehr mortgage, after paying applicable fees to the co-lenders. Copies of these email confirmations are attached as **Appendix "F".**

6. However, Fiducia has stipulated that it requires clear title to the Property. The Company's counsel has informed the Receiver that negotiations are ongoing with the lien claimants to subordinate their interests to those of the Potential Lenders.

3.1 Prejudice Caused by Delays in Closing Amended Transaction

1. The Receiver submits that any delay in closing the Amended Transaction will cause significant prejudice to the Company's creditors, homebuyers, and other stakeholders, as outlined below:

    a. **Interest accrual on secured debt**: the outstanding indebtedness to MarshallZehr continues to accrue interest in the aggregate per diem amount of $14,181.37. Prolonged delays in the closing process will increase the debtburden, eroding the eventual recovery for the Company's creditors.

[1] Assumes the $4 million in deposits are refunded to the Purchaser upon a redemption. Does not include any additional costs the Purchaser may seek associated with a redemption.

b. **Impact on Homebuyers**: the Project includes over 350 pre-sale agreements with homebuyers who have been waiting for years to take possession of their homes. These individuals have placed deposits totaling approximately $31 million, which are currently held in trust. Prolonged delays risk further frustrating these homebuyers, eroding confidence in the Project, and increasing the likelihood of claims or disputes.

c. **Deterioration of the Real Property**: the Real Property, which is the primary asset of the receivership estate, remains in an incomplete state. Any further delays may result in physical deterioration of the site, including potential safety hazards, increased maintenance costs, or environmental liabilities, all of which could reduce the value of the Real Property. In that respect, to date, the Receiver has incurred costs in excess of $500,000 in connection with maintenance of the Real Property.

d. The ongoing receivership incurs significant professional costs, including legal and administrative fees, which are paid from the estate. Delaying the closing of the Amended Transaction will further reduce the net recovery for stakeholders.

3.2 Receiver's Recommendation

2. As detailed in the Fourth Report and above, the Receiver is on the brink of closing the Amended Transaction. The Amended Transaction is the result of a Court-approved sale process. The Amended Transaction has been approved by the Court, and an appeal from that approval order has been dismissed.

3. The Receiver is concerned that a redemption at this stage of the proceeding would undermine the integrity of its sale process and receivership sales in general. In this regard, the Receiver has considered the comments from the Court of Appeal in *Rose-Isli Corp. v. Smith,* 2023 ONCA 548, citing from *B&M Handelman Investments Limited v. Mass Properties Inc.* (2009), 2009 CanLII 37930 (ON SC), 55 C.B.R. (5th) 271 (Ont. S.C.), as follows:

> A mockery would be made of the practice and procedures relating to receivership sales if redemption were permitted at this stage of the proceedings [i.e., after the Receiver had entered into a binding sale agreement for which it was seeking Court approval]. A receiver would spend time and money securing an agreement of purchase and sale that was, as is common place, subject to Court approval, and for the benefit of all stakeholders, only for there to be a redemption by a mortgagee at the last minute. This could act as a potential chill on securing the best offer and be to the overall detriment of stakeholders.

4. Accordingly, the Receiver does not support the Company's Redemption Motion.

5. The Receiver further seeks confirmation from this Court that, if the Company's Redemption Motion is dismissed, it may proceed to close the Amended Transaction, notwithstanding any appeal that may be filed. In the Receiver's view, an appeal of the dismissal of the Redemption Motion would not stay the enforcement of the AVO. As described above, an appeal of the AVO has already been disposed of by the Court of Appeal.

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “I”

Eighth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

March 31, 2025

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 1
1.2 Currency 2
1.3 Restrictions 2
2.0 Sale Transaction 2
3.0 Summary of Lien Claims 4
4.0 Holdback Reserve 5
5.0 Priority Dispute over Holdback Reserve 7
6.0 Current Status of Receiver's Assessment of the Lien Claims 7
6.1 Current Assessment 7
6.2 Next Steps of Assessment 9
7.0 Interim Distribution 9
8.0 Receiver's Recommendations 10

Appendices

Appendix — Tab

Approval and Vesting Order, Ancillary and Interim Distribution Order and Endorsement . A
Notice of Appeal ..... B
Endorsement dated February 19, 2025 C
Endorsement dated February 21, 2025 ..... D
Receiver's Certificate ..... E
Receiver's Fourth Report (without appendices) ..... F
Endorsement dated March 7, 2025 ..... G

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

EIGHTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

MARCH 31, 2025

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, on the application of MarshallZehr Group Inc. ("**MarshallZehr**"), the principal secured creditor of the Company, KSV was appointed Receiver.

1.1 Purposes of this Report[1]

1. The purposes of this Report are to:

   a. provide an update on the completion of the sale transaction of the Real Property;

   b. provide the Court with an update on the status of its review of the Lien Claims and to provide an overview of the priority dispute concerning the Holdback Reserve, each as referenced in the Endorsement of Justice Steele dated March 7, 2025; and

[1] Capitalized terms used in this section have the meanings ascribed to them below.

c. discuss next steps in the proceedings, including the intention of the Receiver to (i) make an interim distribution to MarshallZehr in accordance with the Interim Distribution Order and (ii) establish a procedure for completing the assessment of the validity of the Lien Claims and the final determination of the Holdback Claims.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr and limited information delivered by the Company's principal. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Sale Transaction

1. The Company's principal asset is the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"), and Pawel Fugiel is its sole officer and director. Prior to the receivership, the Real Property was to be used to develop and sell buildings consisting of one mixed-use development.

2. The principal purpose of the receivership proceeding is to market the Real Property for sale in a Court-supervised process.

3. On December 20, 2023, the Court issued an order approving a sale process for the Real Property and certain related assets.

4. On April 4, 2024, the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**") entered into an Asset Purchase Agreement (the "**Original APA"**) which contemplated a transaction (the "**Original Transaction**") for, among other things, the sale of the Real Property and the assumption of 359 pre-sale agreements entered into with homebuyers (collectively, the "**Purchased Assets**").

5. On June 11, 2024, Lakeshore assigned all of its right, title and interest in the Original APA to 1000835091 Ontario Inc. ("**1000835091 Ontario**") pursuant to an Assignment of Agreement of Purchase and Sale dated June 11, 2024.

6. On June 21, 2024, the Court issued an order approving the Original Transaction.

7. 1000835091 Ontario failed to close the Original Transaction, and the Receiver terminated this transaction. The Receiver subsequently entered into several reinstatement agreements with 1000835091 Ontario, and the Receiver negotiated terms with 1000835091 Ontario for an amended transaction (the "**APA**").

8. On January 7, 2025, the Receiver obtained an approval and vesting order (the "**AVO**") approving the APA and the related transaction (the "**Transaction**") as well as an interim distribution order (which is further described below). Copies of the AVO, interim distribution order, and endorsement are attached as **Appendix "A".**

9. On January 16, 2025, the Company served a notice of appeal (the "**Notice of Appeal**") seeking, among other things, to set aside the AVO. A copy of the Notice of Appeal is attached as **Appendix "B"**.

10. On January 20, 2025, the Receiver filed a Notice of Motion with the Court of Appeal for Ontario ("**Court of Appeal**") seeking, among other things: (i) a declaration that there is no automatic right of appeal from the AVO pursuant to the provisions of the *Bankruptcy and Insolvency Act;* and (ii) an order declining to grant leave to appeal from the AVO.

11. On February 3, 2025, the Company filed a cross-motion seeking, among other things: (i) directions from the Court of Appeal as to whether leave to appeal and a stay of the AVO is necessary; and (ii) an order granting leave to appeal, if required.

12. On February 7, 2025, the Court of Appeal heard the Receiver's motion and the Company's cross-motion.

13. On February 19, 2025, the Court of Appeal released an endorsement (the "**Endorsement**") granting the Receiver's motion and dismissing the Company's cross-motion. The Receiver was also awarded costs of $25,000, inclusive of disbursements and HST. A copy of the Endorsement is attached as **Appendix "C"**.

14. Further, on January 23, 2025, the Receiver filed a motion to amend the AVO to reflect that the Purchased Assets, as defined in the APA, should be vested in 1001082540 Ontario Inc. (the "**Assignment Motion**").

15. On January 27, 2025, the Company filed a cross-motion seeking orders: (i) dismissing the Assignment Motion; and (ii) granting the Company leave to redeem the mortgage indebtedness owed by the Company and cover all associated costs of these proceedings (the "**Redemption Motion**").

16. Subsequently, 1000835091 Ontario advised the Receiver that it no longer required the APA to be assigned, such that the Assignment Motion was no longer required.

17. On February 21, 2025, this Court issued an endorsement, dismissing the Company's Redemption Motion. A copy of the Endorsement is attached as **Appendix "D"**.

18. The Receiver completed the Transaction on March 19, 2025. A copy of the Receiver's Certificate is attached as **Appendix "E"**.

19. On March 28, 2025, the Receiver emailed a notice to all homebuyers for which it has contact information, advising that the Transaction had been completed and providing homebuyers with information regarding next steps. The notice is also available on the Receiver's Case Website at the following link: Notice to Homer Buyers dated March 28, 2025.

20. As of the date hereof, and following completion of the Transaction, MarshallZehr is still owed approximately $4 million on account of its secured claims (the "**Mortgage Debt**").

21. Further details regarding the background of these proceedings and the events leading up to the completion of the Transaction are summarized in the Receiver's prior reports filed with the Court, all of which can be found on the Case Website maintained by the Receiver in these proceedings: https://www.ksvadvisory.com/experience/case/lapue

3.0 Summary of Lien Claims

1. The following parties (collectively, the "**Lien Claimants**" and each a "**Lien Claimant**") have registered construction liens on title to the Real Property. These are further discussed below. The Receiver is in the process of reviewing whether these lien claims were properly preserved and perfected. Certain Lien Claimants filed multiple liens. The table below shows the aggregate amounts of the liens filed by each Lien Claimant.

Lien Claimant	Amount ($000s)
Buttcon Limited	8,206
HC Matcon Inc.	3,971
Kada Group Inc.	965
Astro Excavating Inc.	495
TT Galbraith Electric Ltd.	23
Total	13,660

2. As further set out below, the Receiver intends to conduct a fulsome assessment of the validity of each of these lien claims solely for the purpose of determining each Lien Claimant's respective entitlement to a *pro rata* share of the Holdback Reserve (as defined below).

3. As noted in prior reports, the Company only completed shoring and excavation work on the Real Property prior to the receivership. No other phases of construction were commenced.

4. The Receiver understands that disputes may exist between Buttcon Limited, the construction manager ("**Buttcon**"), and the other Lien Claimants, being the various subtrades, regarding amounts owing to the subtrades.

4.0 Holdback Reserve

1. In conjunction with the Receiver's motion to obtain approval of the Transaction, the Receiver also sought an interim distribution order. Copies of the interim distribution order ("**Interim Distribution Order**") and the related endorsement are attached as part of **Appendix "A"**.

2. As set out in the Receiver's Fourth Report dated December 11, 2024 (the "**Fourth Report**"), a copy of which is attached (without appendices) as **Appendix "F**", and as summarized above, there are eight construction liens registered against the Real Property in the aggregate amount of approximately $13.6 million (collectively, the "**Lien Claims**").

3. The proceeds from the Transaction are insufficient to repay both the Mortgage Debt and the Lien Claims. The *Construction Act* sets out the priorities as between mortgagees and lien claimants.

4. As further set out in the Fourth Report, the Company did not segregate any funds for holdback in accordance with the requirements of the *Construction Act*. Accordingly, pursuant to the *Construction Act*, the Lien Claimants may only claim priority over MarshallZehr to the extent of any deficiency in the statutory holdback (the "**Holdback Claims"**). The Holdback Claims represent the maximum amount to which the Lien Claimants may be entitled from the sale proceeds.

5. By contrast, as previously noted and as further discussed below, MarshallZehr asserts that its Mortgage Debt has priority over any Holdback Claims, regardless of their quantum, on the basis that its mortgage security is considered a "prior mortgage" under the *Construction Act.*

6. In anticipation of receiving the sale proceeds and making an interim distribution to MarshallZehr, the Receiver sought to establish a reserve sufficient to address any potential Holdback Claims (the "**Holdback Reserve**").

7. On December 9, 2024, the Receiver wrote to the Lien Claimants requesting additional information regarding their Lien Claims, with a deadline to respond by January 10, 2025.

8. Based on the registered Lien Claims totaling approximately $13.6 million, the Receiver requested that the Holdback Reserve be set at $1.4 million, representing more than 10% of the total amount of Lien Claims. This percentage is consistent with the statutory holdback requirement under the *Construction Act*, which mandates that owners retain an amount equal to 10% of the value of the services and materials supplied under a contract or subcontract.

9. On January 7, 2025, the Receiver obtained the Interim Distribution Order, which provides for the following:

> **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve from the net sale proceeds of the Amended Transaction in the amount of $1,400,000.00 (the "**Holdback Reserve**") on account of the estimated maximum amount in respect of any construction lien claims (collectively, the "**Lien Claims**" and each a "**Lien Claim**") that could have priority over the security interest of MarshallZehr against the real property located at 5528 Ferry Street, Niagara Falls, Ontario (the "Real Property") pursuant to section 78(5) of the Construction Act, R.S.O. 1990, c. C.30 (the "Construction Act"), and the Receiver is authorized and directed to pay from time to time from the Holdback Reserve any amounts in respect of Lien Claims (in aggregate up to the remaining amount held in the Holdback Reserve and in each case in full and final satisfaction of the priority portion of such claim) according to:
>
> > (a) any such amounts that the Receiver determines, with the consent of MarshallZehr and the consent of the holders of the Lien Claims listed in Schedule "A", to have priority over the security interest of MarshallZehr against the Real Property pursuant to section 78(5) of the Construction Act; or
> >
> > (b) further order of this Court.

10. The Interim Distribution Order further provides that, subject to the Receiver maintaining the Holdback Reserve and any other amounts for professional fees, the Receiver is authorized to distribute to MarshallZehr the net sale proceeds from the Transaction in respect of its Mortgage Debt.

11. The Interim Distribution Order was made on notice to the Lien Claimants, the majority of whom attended the motion. As noted in the Endorsement of Madam Justice Dietrich dated January 7, 2025, no party objected to the Receiver's proposed distributions, subject to the maximum holdbacks established by the Receiver, as reflected in the Interim Distribution Order.

12. No party appealed the Interim Distribution Order. The notice of appeal filed by La Pue, attached as **Appendix "B",** only appealed the approval and vesting order. As set out above, that appeal was dismissed on February 19, 2025.

13. The Receiver has not received any other objection to the terms of the Interim Distribution Order, including any objections to the method of establishment or the amount of the Holdback Reserve.

5.0 Priority Dispute over Holdback Reserve

1. The Lien Claimants' entitlement to any portion of the Holdback Reserve, as set out in the Interim Distribution Order, is governed by section 78(5) of the *Construction Act.* This section, reproduced below, provides:

   Special priority against subsequent mortgages

   (5) Where a mortgage affecting the owner's interest in the premises is registered after the time when the first lien arose in respect of an improvement, the liens arising from the improvement have priority over the mortgage to the extent of any deficiency in the holdbacks required to be retained by the owner under Part IV. R.S.O. 1990, c. C.30, s. 78 (5); 2017, c. 24, s. 70.

2. MarshallZehr initially scheduled a motion to be heard on March 7, 2025, to determine entitlement to the Holdback Reserve. If the Court determined that MarshallZehr had priority over the Holdback Claims, no further steps would be required to assess the quantum or validity of each of the Lien Claims, given that there are disputes between the Lien Claimants themselves.

3. Following delays in the service of materials for the priority motion, the March 7, 2025 hearing was converted to a case conference.

4. At the case conference, the Court ordered, among other things, that:

   a. Buttcon and any other Lien Claimants who had not yet delivered their supporting lien documents shall file their materials with the Receiver by March 14, 2025, and advise the Receiver if their Lien Claims are included in Buttcon's Lien Claim;

   b. The Receiver shall provide a report by March 31, 2025; and

   c. The case conference is adjourned to April 4, 2025.

   A copy of the endorsement is attached hereto as **Appendix "G**".

6.0 Current Status of Receiver's Assessment of the Lien Claims

6.1 Current Assessment

1. Since the case conference, the Receiver has received documentation from the two remaining Lien Claimants, with the last such documentation having been provided on March 27, 2025.

2. On March 28, 2025, the Receiver wrote to each of the subtrade Lien Claimants requesting additional information about their Holdback Claims. Specifically, the Receiver requested clarification regarding:

   (i) whether they had received early payment of holdback amounts;

   (ii) a summary of invoicing; and

(iii) whether any work was performed for a party other than Buttcon.

Reponses were requested by April 3, 2025.

3. Concurrently, the Receiver has also conducted its initial review of the maximum holdback entitlement of each Lien Claimant.

4. Based on its initial review of the information received from Lien Claimants to date, the Receiver notes the following amounts appear to be claimed as holdbacks by each of the Lien Claimants. As reflected in the table below, portions of the Holdback Claim of each of HC Matcon Inc. ("**HC Matcon**"), Kada Group Inc. ("**Kada**"), and TT Galbraith Electric Ltd. ("**Galbraith**") are already contained within Buttcon's Holdback Claim, as each of these Lien Claimants provided services to Buttcon.

Unaudited; $000s	A	B	C=A-B	D = C *1.13
Lien Claimant	**Priority Holdback Amount**	**Less: Priority Holdback Amount in Buttcon's Priority Holdback Amount**	**Priority Holdback Amount, net of duplication**	**Priority Holdback Amount, including HST**
Buttcon Limited	1,083	-	1,083	1,224
HC Matcon Inc.	505	466	38	43
Kada Group Inc.	247	201	46	52
Astro Excavating Inc.	59	-	59	67
TT Galbraith Electric Inc.	2	2	-	-
	1,896	669	1,226	1,386

5. The table above reflects:

   a) Column "A" – To determine these amounts, the Receiver reviewed invoice summaries, progress billings, and contracts to calculate the maximum Holdback Claim that may be claimed by each Lien Claimant before accounting for duplication.

   b) Column "B" – To determine these amounts, the Receiver identified which subtrade invoices were already reflected in Buttcon's progress billings. Where a subtrade's invoice is captured within Buttcon's billing to the Company, the corresponding holdback amount is already included in Buttcon's Holdback Claim.

   c) Column "C" – This column reflects the Receiver's calculation of the incremental pre-HST holdback amounts potentially claimable by each subtrade, i.e., the portion not already included in Buttcon's Holdback Claim.

   d) Column "D" – This column reflects the Receiver's determination of the maximum Holdback Claim claimable by each Lien Claimant, inclusive of HST.

6. Based on these calculations, the Holdback Reserve of $1.4 million is sufficient to pay any Holdback Claims, should MarshallZehr be unsuccessful on its priority motion.

7. The Receiver continues to review the documentation submitted by the Lien Claimants, and has not yet come to a final determination of its views of the quantum and validity of each of the Lien Claims.

8. As such, each Lien Claimant's Holdback Claim may be further reduced. The reasons for a further reduction could include:

    a. the Receiver determining that holdback claimable on a particular invoice; or

    b. the Receiver determining that the value of work actually performed is less than the amount of work billed. This step is particularly relevant given MarshallZehr's position that the Lien Claimants have billed for work that was not fully completed.

9. Given the limited cooperation received from the Company's principal during these proceedings to date, the Receiver is uncertain if the Company will be of assistance in validating the work claimed to have been performed. Accordingly, the Receiver is assessing whether a costs consultant may need to be retained to assist in its review.

6.2 Next Steps of Assessment

1. The Receiver continues its review of the Holdback Claims. The following steps are required before a final recommendation regarding the quantum and validity of the Holdback Claims can be made:

    a. receipt and review of the outstanding documentation requested from the Lien Claimants; and

    b. a determination as to whether the work performed is commensurate with the work billed, which may require the assistance of a cost consultant.

2. Assuming prompt cooperation from the Lien Claimants, the Receiver anticipates that it will be able to make its final determination by May 31, 2025.

3. Once the Receiver determines the quantum and validity of the Holdback Claims, a case conference should be arranged to schedule the next steps.

7.0 Interim Distribution

1. As set out above, the Transaction has been completed. The Transaction was structured as a partial assumption of MarshallZehr's existing Mortgage Debt. Accordingly, the Receiver is currently holding sale proceeds totaling $1.7 million, net of a professional fee reserve. No amounts have yet been distributed from these proceeds.

2. From the sale proceeds of $1.7 million, the Receiver intends to make an interim distribution in the sum of $339,000 to MarshallZehr on April 7, 2025, in accordance with the Interim Distribution Order.

3. The Receiver will continue to maintain the $1.4 million Holdback Reserve until the Court has made a determination with the respect to (a) the actual quantum of the Holdback Claims, and (b) the priority of the Holdback Claims vis-à-vis MarshallZehr's secured claim.

8.0 Receiver's Recommendations

1. Based on the foregoing, the Receiver recommends:

    a. The Receiver proceed with the interim distribution to MarshallZehr in the amount of $339,000, as discussed above, pursuant to the Interim Distribution Order, on April 7, 2025;

    b. It complete its assessment of the Holdback Claims by May 31, 2025, and report its findings and recommendations to the Court upon completion; and

    c. The Court schedule a single hearing to address the quantum and validity of the Holdback Clams alongside the priority dispute between MarshallZehr and the Lien Claimants.

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

63888166.13

Appendix “J”

Ninth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

September 25, 2025

Contents

Page

1.0 Introduction 1
1.1 Purposes of this Report 2
1.2 Currency 2
1.3 Restrictions 2
2.0 Background 2
3.0 Construction Lien Claims 3
3.1 Holdback Amounts 3
3.2 Cost Consultant's Report 4
4.0 Next Steps 6

Appendices

Appendix Tab

Endorsement dated April 15, 2025 ..... A
Ancillary Order ..... B
The Glynn Report C

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

NINTH REPORT OF KSV RESTRUCTURING INC. AS RECEIVER

SEPTEMBER 25, 2025

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset was the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding was to market the Real Property for sale in a Court-supervised process.

4. The Receiver obtained court approval to sell the Real Property. The transaction has since closed.

5. There are two main issues that need to be resolved before the Receiver can make a final distribution and bring these proceedings to a conclusion: a) determining the validity and quantum of the construction lien claims; and b) determining the priority as between the construction lien claims and the mortgage of MarshallZehr, the senior secured lender, with respect to the Holdback Reserve (as defined below).

1.1 Purposes of this Report

1. The purpose of this Report is to provide an update on the status report prepared by the Glynn Group ("**Glynn**"), a cost consultant retained by the Receiver, as contemplated by the Endorsement of Justice Steele dated April 15, 2025 (the "**April 15 Endorsement**"), which is attached as **Appendix "A"**.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr, the principal secured creditor of the Company and Glynn. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owned the Real Property. Pawel Fugiel is listed as the sole officer and director of the Company.

2. The Company intended to use the Real Property to develop and sell three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Property (the "**Project**"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project, although no other phases of construction have commenced.

3. On October 19, 2023, the Receiver was appointed on an application by MarshallZehr, pursuant to a commitment letter dated November 15, 2021, as amended. As at the date of this Report, MarshallZehr is owed approximately $4 million.

4. Sovereign General Insurance Company ("**SGIC**") holds a second ranking charge in the principal amount of $2 million as security for deposit insurance. SGIC also registered a financing statement against the Company under the PPSA. SGIC and MarshallZehr are also parties to a priority agreement.

5. In addition to a PPSA registration in favour of SGIC and MarshallZehr, eight construction liens totalling approximately $13.6 million are registered against the Real Property.

6. Following its appointment, on October 23, 2023, the Receiver wrote to Mr. Fugiel to request information regarding, among other things, the Company's creditors. In November 2023, the Receiver also requested during telephone conversations with Mr. Fugiel that he provide, among other things, the Company's books and records. Despite numerous follow up attempts via email and telephone calls, the information requested by the Receiver has not been provided.

3.0 Construction Lien Claims

3.1 Holdback Amounts

1. There are eight construction liens totaling approximately $13.6 million on the Property (collectively the "**Lien Claims**"). Based on the description of services provided in the liens, the claimants ("**Lien Claimants**") all provided services to Buttcon Limited ("**Buttcon**"). Buttcon's lien is in the amount of approximately $8.2 million.

2. The Lien Claimants have asserted that the Lien Claims have priority over MarshallZehr's mortgage to the extent of any deficiency in the holdback. The Receiver understands that the Company did not segregate any funds for holdback.

3. Based on the Receiver's counsel's review of the MarshallZehr loan and security documents, and information relating to the timing and the nature of the loans, the Receiver assessed that the maximum aggregate value of any priority holdback claims is the statutory 10% of the value of valid registered Lien Claims.

4. On January 7, 2025, the Honourable Justice Jane Dietrich granted an approval and vesting order in relation to the sale of the Property (the "**AVO**"). Alongside the AVO, Her Honour also signed an ancillary order (the "**Ancillary Order**") which, among other things, established a holdback reserve in the amount of $1,400,000 (the "**Holdback Reserve**"), representing just over 10% of the value of the Lien Claims. A copy of the Ancillary Order is attached as **Appendix "B"**.

5. The Holdback Reserve is intended to fund any Lien Claims that may be found to have priority over MarshallZehr, based on the parties' agreement or further order of the Court.

6. MarshallZehr brought a motion to determine the priority dispute between MarshallZehr and the Lien Claimants (the "**Priority Motion**"), which was originally scheduled for March 7, 2025.

7. The Priority Motion did not proceed on March 7, 2025. Instead, the parties attended case conferences before the Honourable Justice Steele on March 7, 2025, April 4, 2025 and April 15, 2025. The purpose of these case conferences was to address the method of assessing and adjudicating (if necessary):

    a. the Priority Motion; and

    b. the value of the holdback to which each Lien Claimant is entitled (the "**Quantum Issue**").

8. The April 15 Endorsement set out the following process to address the Quantum Issue:

    a. The Receiver would review the report to be issued by a cost consultant recently engaged by the Receiver;

    b. After finalizing its review of the Lien Claims with the benefit of the cost consultant's report, the Receiver would issue notices to the Lien Claimants of the Receiver's conclusions as to the total quantum of the holdback (the "**Lien Notices**");

    c. Each Lien Claimant would have 14 days from the issuance of the Lien Notices to advise the Receiver if it accepts the Receiver's assessment, or objects to it, giving the factual and legal basis for such objection;

    d. If a Lien Claimant delivers an objection, the Lien Claimant(s) and the Receiver can schedule a 9:30 appointment to determine the manner in which these issues will be resolved; and

    e. If the sole issue to be determined is the allocation of the holdback among the Lien Claimants, that issue may be referred to an Associate Judge.

9. The April 15 Endorsement further set out that that the Priority Motion would proceed following the completion of the process set out above in relation to the Quantum Issue. The Priority Motion was scheduled for September 26, 2025.

10. As at April 15, 2025, the Receiver anticipated that the cost consultant's report would be delivered approximately one month later. As set out above, the receipt of that report was the first step of several that must be completed to address the Quantum Issue.

11. However, the cost consultant only delivered its report, which is described in more detail below, on September 22, 2025. Accordingly, the Receiver has not yet completed the process prescribed by the April 15 Endorsement for the determination of the Quantum Issue.

12. The Priority Motion must therefore be rescheduled to a further date, after the completion of the steps noted above.

3.2 Cost Consultant's Report

1. The Receiver retained Glynn as a consultant. A copy of Glynn's Report can be found at **Appendix "C"**. Glynn's findings can be summarized as follows:

    a. The Company retained Buttcon to provide preconstruction and construction management services for the construction of a 2 level underground parking garage, 29 storey residential condominium building, and associated site development to be known as the Stanley District Mixed Use Development (**the "Project"**).

b. Buttcon hired a number of subtrades and suppliers. The majority of the work was performed by the following major trade contractors under contract with Buttcon:

   i. Excavation Works - Astro Excavating Inc. ("**Astro**")

   ii. Shoring Works - HC Matcon Inc. ("**HCM**")

   iii. Site Services - Kada Group Inc. ("**Kada**")

c. The work was commenced in November 2021 and halted in February 2023.

d. Glynn reviewed grading drawings of the Project. The Project contemplated the removal of dirt and soil from the site such that there would be a hole in the ground to the depths of between 8 to 9 metres.

e. Based on a site visit conducted in April 2025, Glynn observed that the depths of excavation generally represented the requirements of the contracted work. Glynn also reviewed certain issued-for-permit drawings that show depths of excavation consistent with the proposed amounts.

f. Glynn also reviewed documents and invoices provided by the Receiver. Based on its review, Glynn concluded that of the invoices issued by Buttcon, $9,012,952 were reasonably supported. In contrast, Glynn was unable to find support for $3,666,307 of invoices.

g. As such, Glynn's opinion is that the portion of holdback claimed in the amount $901,295 (inclusive of HST) is supported by the documentation provided. Holdback amounts claimed by Buttcon include amounts that would be payable to trade contractors.

h. Glynn was unable to find supporting documents for the balance claimed by Buttcon in the amount of $366,631 (inclusive of HST).

i. With respect to the allocation of the holdback payable to certain subtrades, Glynn concluded that the following amounts would be supported. The following is a table from Glynn's report.

Supported Holdback Allocation for Trade Contractors

Trade	Contract Amount	Completed Work	Supported Holdback Retained	Relevant Section of the Report
Astro (paid by Owner)	$ 150,000	$ 150,000	$ 15,000	Please see paragraph 28 of the Report
Kada	2,685,750	1,882,000	188,200	Please see paragraph 33 of the Report
HC Matcon	3,814,720	3,727,472	372,747	Please see paragraphs 35 and 37 of the Report
Totals	**$ 6,650,470**	**$ 5,759,472**	**$ 575,947**	**HST Excluded**

j. Astro, Kada and HC Matcon have made claims for additional work supplied to the Project, beyond that set out above. Glynn did not see confirmation that the additional work was authorized and accepted by all parties to each contract.

k. Glynn noted that the change order requests submitted by HC Matcon do not reflect confirmation of acceptance by the owner (i.e., the Company). However, Glynn was able to confirm that the work carried out by HC Matcon was confirmed to have been completed based on project documents. Glynn concluded that the holdback amount attributable to this work, being $131,759, is reasonably supported.

4.0 Next Steps

1. Pursuant to the April 15 Endorsement, now that the Receiver has received and reviewed the cost consultant's report, the Receiver will issue Lien Notices to the Lien Claimants as to the total quantum of the holdback.

2. Depending on the outcome of this process, if the parties are unable to fully resolve the issues between them, the Receiver will reconvene a further case conference or schedule appointment to address next steps, which may include rescheduling the Priority Motion.

* * *

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

Appendix “K”

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	FRIDAY, THE 21ST
	)	
JUSTICE PENNY	)	DAY OF JUNE, 2024

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

ORDER

(Sale Approval)

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets (the "**Property**") of La Pue International Inc. (the "**Debtor**") for an order, among other things:

(a) validating service of the Receiver's Notice of Motion and Motion Record;

(b) approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**"), between the Receiver and Lakeshore Luxe Design & Build Group ("**Lakeshore**"), appended as Confidential Appendix 2 to the Receiver's Third Report to the Court dated June 17, 2024 (the "**Third Report**") and vesting in 1000835091 Ontario Inc. (the "**Purchaser**"), as assignee of Lakeshore, the Debtor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), including the lands and premises located at the real property municipally

E300

known as 5528 Ferry Street, Niagara Falls, Ontario and legally described in **Schedule "A"** hereto (the "**Real Property**");

(c) sealing Confidential Appendix 1 and 2 to the Third Report (collectively, the "**Confidential Appendices**") pending the closing of the Transaction or a further order of the Court;

(d) approving the Third Report and the conduct and activities of the Receiver defined therein; and

(e) amending the Order of the Honourable Mr. Justice Cavanagh dated October 19, 2023 to exclude the property municipally defined as 5978 Allendale Avenue, Niagara Falls, Ontario from this proceeding,

was heard this day at 330 University Avenue.

ON READING the Third Report, and on hearing the submissions of counsel for the Receiver and such other parties shown on the Participant Information Form filed with the Court:

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing 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.

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the Third Report, and the actions and activities of the Receiver described therein be and are hereby approved, provided, however, that only KSV Restructuring Inc., in its personal capacity and only with respect to its own liability, shall be entitled to rely on or utilize in any way such approval.

APPROVAL OF THE TRANSACTION AND VESTING ORDER

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved,

E91

E301

with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), the Purchased Assets, including the Real Property, shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, taxes, including real property taxes, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated October 19, 2023 (the "**Receivership Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara (South) (No. 59) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule "C" hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

E92

E302

of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order and the Purchased Assets vesting in the Purchaser shall not include any current or future funds related to deposits held in trust by any law firm acting on behalf of a the Deposit Insurer, Sovereign General Insurance Company or the Debtor with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Sullivan Mahoney LLP in trust related to a residential development known as The Stanley District containing 435 residential dwelling units at Ferry Street in the City of Niagara Falls (the "**Deposits**"). Further, nothing in this Order shall, or is intended to, entitle or grant the Purchaser any interest in the Deposits.

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

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

(a) the pendency of these proceedings;

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

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

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

E93

E303

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **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.

5978 ALLENDALE

11. **THIS COURT ORDERS** that paragraph 1 of the Receivership Order be deleted and be replaced with the following:

> 1. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"), including, without limitation, the real property described in Schedule "A" attached hereto, **but excluding the real property municipally known as 5978 Allendale Avenue, Niagara Falls, Ontario and legally described as:**
>
> PIN: 64349-0178 (LT)
>
> Description: Lot 54 Plan 273 Village of Niagara Falls; Niagara Falls (Amended by Registrar #27 1999/11/26 at 15:19pm)



E94

Schedule "A" – Real Property

Municipal Address:	5528 Ferry Street, Niagara Falls, Ontario
PIN:	64349-0258 (LT)
Property Description:	Firstly: Lots 46, 51, 52, 61, 62, 63, 64 & 65, Plan 273 & Part Lots 43, 44, 45, 47, 48, 49 & 50, Plan 273, Village of Niagara Falls, Parts 1 & 3 Plan 59R17206; Secondly: Surface Rights Only (as in RO718049), Part Lots 47, 48, 49 & 50 Plan 273, Village of Niagara Falls, Part 2 Plan 59R17206; subject to an Easement over Parts 1 & 2 59R17292 in favour of Part Lots 41 & 42 Plan 273 as in RO441658 as in SN754703; City of Niagara Falls

Schedule "B" – Form of Receiver's Certificate

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated October 19, 2023, KSV Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of La Pue International Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated June 21, 2024 ("**Approval and Vesting Order**"), the Court approved the asset purchase agreement (the "**Sale Agreement**") between the Receiver and Lakeshore Luxe Design & Build Group (the "**Purchaser**") and provided for the vesting in the Purchaser all of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the

E306

transaction contemplated by the Sale Agreement (the "**Transaction**") has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser.; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ on ● _____ , 2024.

KSV RESTRUCTURING INC., solely in its capacity as Court-Appointed Receiver of La Pue International Inc. and not in its personal capacity

Per: _____

Name:

Title:

E97

E307

Schedule "C" – Encumbrances to be deleted and expunged from title to Real Property.

No.	Registration No.	Registration Date	Instrument Type	Amount	Encumbrancers
1.	SN549654	2018/04/20	Transfer	$2,100,000	
2.	SN549655	2018/04/20	Transfer	$250,000	
3.	SN549656	2018/04/20	Transfer	$2,000,000	
4.	SN644659	2020/10/02	Charge	$2,000,000	The Sovereign General Insurance Company
5.	SN658896	2021/01/26	Notice	$1	The Sovereign General Insurance Company
6.	SN703091	2021/12/01	Charge	$13,800,000	MarshallZehr Group Inc.
7.	SN703094	2021/12/01	Notice of Assignment of Rents – General		MarshallZehr Group Inc.
8.	SN703098	2021/12/01	Postponement		MarshallZehr Group Inc.
9.	SN703255	2021/12/01	Application to Annex Restrictive Covenants S.118		MarshallZehr Group Inc.
10.	SN743390	2022/09/26	Notice of Change of Address		MarshallZehr Group Inc.
11.					
12.					
13.					
14.	SN758055	2023/02/22	Construction Lien	$3,673,337	HC Matcon Inc.
15.	SN759949	2023/03/15	Construction Lien	$841,498	Kada Group Inc.
16.	SN760306	2023/03/17	Construction Lien	$8,205,941	Buttcon Limited

E98

E308

17.	SN761643	2023/03/31	Construction Lien	$123,734	Kada Group Inc.
18.					
19.	SN764799	2023/05/01	Certificate		HC Matcon Inc.
20.	SN767364	2023/05/26	Construction Lien	$23,278	TT Galbraith Electric Ltd
21.	SN769190	2023/06/12	Certificate		Buttcon Limited
22.	SN770167	2023/06/21	Certificate		Kada Group Inc.
23.	SN771564	2023/07/04	Construction Lien	$43,630	HC Matcon Inc.
24.	SN772841	2023/07/14	Certificate		HC Matcon Inc.
25.	SN787037	2023/11/29	Construction Lien	$254,023	HC Matcon Inc.
26.	SN788992	2023/12/18	Certificate		HC Matcon Inc.

E99

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;

2. Any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;

3. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;

4. Any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;

5. Encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;

6. The exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;

7. Any reservation(s) contained in the original grant from Crown;

8. Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.

9. Provincial succession duties and escheats or forfeiture to the Crown;

10. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;

11. Any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and

E310

12. The following instruments registered on title to the Premises:

No.	Registration No.	Registration Date	Instrument Type	Parties To
1.	SN613492	2019/12/12	Application to Consolidate	
2.	SN629148	2020/05/14	Notice	The Corporation of the City of Niagara Falls
3.	SN642462	2020/09/18	Notice	The Corporation of the City of Niagara Falls
4.	59R16793	2020/10/01	Plan Reference	
5.	SN666113	2021/03/22	Application Bylaw Deeming Plan Not A Plan	The Corporation of the City of Niagara Falls
6.	SN666891	2021/03/26	Notice	The Corporation of the City of Niagara Falls
7.	59R17206	2022/03/11	Plan Reference	
8.	SN716940	2022/03/11	Application Absolute Title	La Pue International Inc.
9.	SN721529	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
10.	SN721530	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
11.	SN721531	2022/04/12	Application (General)	The Corporation of the City of Niagara Falls
12.	SN723231	2022/04/26	Notice	The Corporation of the City of Niagara Falls
13.	59R17292	2022/06/13	Plan Reference	
14.	SN754703	2023/01/13	Transfer Easement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
15.	SN754704	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
16.	SN754705	2023/01/13	Postponement	Anastasia Georgina Loukas and 2779006 Ontario Inc.
17.	SN754853	2023/01/16	Land Registrar's Order	Land Registrar, Niagara South Land Registry Office
18.	SN763208	2023/04/17	Notice	Anastasia Georgina Loukas and 2779006 Ontario Inc. and La Pue International Inc.

E101

MARSHALLZEHR GROUP INC. **- and -** **LA PUE INTERNATIONAL INC.**

Applicant

Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

APPROVAL AND VESTING ORDER

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (54100A)
Tel: (416) 218-1161
Email: maya@chaitons.com

Lawyers for KSV Restructuring Inc. Court-appointed Receiver

Appendix “L”

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

GLYNN

GROUP

Incorporated

MIXED USE DEVELOPMENT
STANLEY DISTRICT,
NIAGARA FALLS, ONTARIO

September 22, 2025

REVIEW OF WORK
AS AT APRIL 23, 2025

Prepared For:

KSV RESTRUCTURING INC.
in its capacity as court appointed Receiver of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario
M5J 2W4

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

GLYNN

GROUP

Incorporated

September 22, 2025

KSV RESTRUCTURING INC.
in its capacity as court appointed Receiver
of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario M5J 2W4

For the attention of Mr. Murtaza Tallat

RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Dear Mr. Tallat:

Further to our engagement (engagement letter enclosed as Schedule B) regarding cost consulting services on the above project, we now have the pleasure in submitting our findings as per our engagement requirements and our subsequent discussions.

You have asked us to provide our opinion of:

(a) the reasonableness of the base contract amounts as tendered for the excavation and shoring contractors; and

(b) reasonableness of the invoices provided by the excavation contractors, shoring contractors and by the construction manager; and

(c) reasonableness of the work completed in relation to the contracted values; and

(d) reasonableness of the value of Buttcon Limited's ("Buttcon") direct expenses.

(e) Further to our initial engagement, we have been requested to further review Buttcon's additional trade contractor and supplier invoices as well as the reasonableness of their pre-construction and general conditions related charges to the project.

1300 Cornwall Road, Unit 104, Oakville, Ontario, Canada, L6J 7W5
Telephone: (905) 815 – 0102 Facsimile: (905) 815 – 0105
www.glynngroup.ca

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

(f) For further clarity, our review is limited up to the gross (pre-tax) amount of $11,220,584 invoiced by Buttcon as listed in their contract summary, which is attached as Schedule C. This summary includes for invoices between May 31, 2021, and July 14, 2023. The invoice also notes additional extra costs of $1,500,215 that have been excluded from this report as no supporting documents have been provided.

The report is intended for the exclusive use of the Receiver, namely KSV Restructuring Inc. (in its capacity as court appointed Receiver of La Pue International Inc.) (KSV), for the purposes of our accepted mandate. It should be noted that the report is not intended for general circulation, publication nor reproduction for any other party without written permission in each specific instance. Glynn Group Inc. does not hold any reporting responsibility to any other party.

We trust that the above serves for your current requirements.

Yours truly

GLYNN GROUP INC.

Martin J. Glynn, MRICS
President

Paul H. Doucet, PQS
Senior Vice President
Cost Planning

c.c. Mr. Murtaza Tallat, KSV Restructuring Inc.
Mr. Noah Goldstein, KSV Restructuring Inc.
Mr. Kyle Plunkett, Aird & Berlis
Ms. Adrienne Ho, Aird & Berlis

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

TABLE OF CONTENTS

SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

SECTION 2: EXECUTIVE SUMMARY

SECTION 3: DETAILED SUMMARY OF FINDINGS

(a) Total Claims with Supporting Documents
(b) Total Claims without Supporting Documents

SECTION 4: METHODOLOGY

(a) Site Visit
(b) Assessment of Completed Excavation and Shoring Work in Place
(c) Documentation Review

SECTION 5: SCHEDULES

Schedule A: Photographs of Site on April 23, 2025.
Schedule B: Glynn Group Inc. Engagement Letter.
Schedule C: Buttcon Contract Summary 1462 & 1462C.
Schedule D: Buttcon Invoice No. 1462C-13 – Application No. 13, dated July 13, 2023.
Schedule E: Buttcon Limited Monthly Payment Claim dated 7/06/23.
Schedule F: Astro Excavating Inc. Bid analysis dated September 24, 2021 (Prepared by Buttcon).
Schedule G: Buttcon letter of intent to Astro Excavating Inc. dated October 14, 2021, accepted October 15, 2021, by Mr. Ilan Philosophe.
Schedule H: Astro Excavating Inc. Invoice, Draw No. 2 dated June 25, 2022, totaling $290,658.60 (including tax).
Schedule I: Astro Chart re: Total Claim Amount (author and date not noted) – Total noted $1,907,353.95.
Schedule J: Kada Group Inc. Requisition No. 10020 (undated) for period January 1 to February 28.
Schedule K: HCM Progress Billing dated November 20, 2023, for period ending November 30, 2023.
Schedule L: Buttcon Limited Transmittal Dated November 25, 2022, titled "Updated Top of Elevation Caisson Schedule re: submittal no. 31-41-10-007. Structural Submittal "Approved as Noted" by Thornton Tomasetti (Structural Engineer) 29 Dec 2022 (7 pages including caisson layout on drawing S1-00C1).
Schedule M: Sketch showing elevation information at 5528 Ferry Street by Rouse Surveyors on February 16, 2023.
Schedule N: Shoring drawings by RWH Engineering Inc.
Schedule O: Calculations for Table 2 – Item 1 and Table 3, Item 3

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

1. Based on the documents provided, we understand that La Pue International Ltd. ("La Pue"), the previous owner of the property, had retained Buttcon Construction Limited ("Buttcon") to provide preconstruction and construction management services for the construction of a 2 level underground parking garage, 29 storey residential condominium building, and associated site development to be known as the Stanley District Mixed Use Development (the "Project"). The Project is located at 5528 Ferry Street, Niagara Falls, Ontario.

2. Buttcon hired a number of subtrades and suppliers. The majority of the work was performed by the following major trade contractors under contract with Buttcon:

   a) Excavation Works - Astro Excavating Inc. ("Astro")

   b) Shoring Works - HC Matcon Inc. ("HCM")

   c) Site Services - Kada Group Inc. ("Kada")

3. We understand that the work commenced in November 2021 and work was halted in February 2023.

4. We have been provided with a summary of Buttcon's invoices (undated) in the amount of $12,720,798 (plus HST) totalling $14,374,502. We understand that this invoice summary includes for all works performed by Buttcon and its trade contractors between November 2021 and February 2023.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

5. At the time of our site visit we observed that the excavation and perimeter shoring work was well advanced. For reference, we include overall site photographs below taken during our visit on April 23, 2025.



Figure 1: Looking West from the centre of the Site



Figure 2: Looking North from the centre of the Site

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 2: EXECUTIVE SUMMARY

6. We are in receipt of Buttcon's overall invoice summary attached as Schedule C of this report in the amount of $12,720,798 (plus HST), totalling $14,374,502.

7. As requested by the Receivers' legal representative, our report addresses the invoices totalling $11,220,584 ($12,679,259 including HST) noted as "invoices billed to date (gross pre-tax)" on the document. Additional claims or project costs noted beyond the amount of $11,220,584 (plus HST) are listed as Trade Contractor and Buttcon additional claim amounts which have been excluded as we cannot confirm from the invoices provided if the identified work was approved or completed.

8. We include below our summary of findings with respect to the reasonableness of invoices and construction lien holdback claims provided by Buttcon:

Table 1: Summary of Buttcon Invoices (May 31, 2021 to July 14, 2023)

Allocation Summary	**Invoices Provided**	**Construction Lien Holdback (10%)**
Total claims with supporting documents (Table 2)	$ 7,976,064	$ 797,606
HST	1,036,888	103,689
Totals	**$ 9,012,952**	**$ 901,295**
Total claims without supporting documents (Table 3)	3,244,519	324,452
HST	421,788	42,179
Totals	**$ 3,666,307**	**$ 366,631**
Total (Reconciliation to Buttcon Summary)	**$ 12,679,259**	**$ 1,267,926**

9. As summarized in Table 1 above and based on the assumptions as further outlined in this report, our opinion is that a portion of the construction lien holdback claimed in the amount of $901,295 (inclusive of HST) is supported by the documentation provided. We note that holdback amounts claimed by Buttcon includes amounts that would be payable to trade contractors.

10. Further, based on the documents provided, we have been unable to find supporting documents for the balance claimed by Buttcon of $366,631 (inclusive of HST).

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 2: EXECUTIVE SUMMARY

11. We understand that payments of $4,615,333 have been made to Buttcon by the previous owner, as stated on Buttcon's application Number 13, dated July 14, 2023, which is attached at Schedule D. We have not received confirmation of which invoices within the overall claim by Buttcon, have been paid (in full or in part), or that construction lien holdback retention has been correctly retained on all invoices.

12. We note that the figures stated above include HST. HST should be recoverable by Buttcon from the Canada Revenue Agency (CRA).

13. We have considered that "holdback" or "holdback retained" has been allocated at 10% of the invoice value as required by governing legislation.

14. We have received confirmation that the structural engineer, Thornton Tomasettti has approved the foundation caisson schedule provided by HCM and Buttcon on December 29, 2022. The transmittal document, which is attached as Schedule L, confirms that installation of 168 of the required 186 caissons have been installed. Given the amount of soil cover above the installed caissons, we could not view any of the below grade installations. We have relied upon the engineers approval in our analysis.

15. We note that the caissons are part of the foundations that will support the above grade structure.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

16. Table 2 below sets out claims, by category, for which there is reasonable supporting documents for the construction lien holdback amount claimed by Buttcon.

Table 2: Total Claims with Supporting Documents

Item	Description	Amount Claimed	Construction Lien Holdback	Comment
1.	Buttcon's General Conditions which were required	$ 350,872	$ 35,087	Please refer to paragraph 17 to 19 for details.
2.	Buttcon's Preconstruction costs	451,948	45,195	Please refer to paragraph 20 to 22 for details.
3.	Preconstruction credit	(96,941)	(9,694)	Please refer to paragraph 23 for details.
4.	Buttcon's Construction Management Fee ($193,126 of $272,889 included)	193,126	19,313	Please refer to paragraph 24 for details.
5.	Trade Contractor costs identified as completed	5,759,472	575,947	Please refer to paragraph 25 to 37 for details.
6.	Trade Contractor costs identified as completed by the Design Consultants	1,317,587	131,759	Please refer to paragraph 35 to 40 for details.
	Net Amount	**$ 7,976,064**	**$ 797,606**	
	HST	1,036,888	103,689	
	Total (including HST)	**$ 9,012,952**	**$ 901,295**	

Table 2 - Item 1

17. The following table identifies our assessment of the work requested by the listed suppliers, consultants, or trade contractors where the work can be considered as having been completed based on the documents provided and our site observations. These suppliers are referenced in Buttcon's Monthly Application No. 13, attached as Schedule E.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Supported Holdback for Buttcon Expenses and Supplier Invoices

Expense Item / Supplier (Calculated From Application #13 – Committed to Date minus Committed Outstanding)	Amount Requested (Excluding HST)	Construction Lien Holdback Retained
Testing and inspection	$ 103,660	$10,366
Safety Supplies	1,904	190
Traffic Control	4,383	438
Hoarding	38,521	3,852
Surveying	46,091	4,609
Hydrovac	5,692	569
Salit Steel (caisson rebar)	108,480	10,848
WJ Construction	35,661	3,566
The Roof Technician	5,600	560
Wire One	74	7
Kraun	807	81
Totals (excluding HST)	**$ 350,872**	**$ 35,087**

18. The amount of expenses and supplier invoices listed total $350,872. Based on statutory definition of holdback, the holdback amount attributable to this work is $35,087 and is included above. Our general review of the completed work would support this holdback amount.

19. As requested by KSV, we have not performed a detailed review of the invoices or contracts for each of these suppliers or trade contractors. However, our preliminary review indicates that the expenses requested to date appear to be within normal expectations given the level of construction completed (as per our site inspection on April 23, 2025) and documents listed and attached in this report.

Table 2 – Item 2

20. Buttcon also submitted invoices totalling $451,948 related to preconstruction fees or expenses incurred prior to the commencement of excavation and shoring on the site. The amount of $45,195 in holdback should have been withheld by the Owner for these invoices and would be supported for release. This figure can be located on Schedule C, line 25 of the contract summary document.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

21. In its role as construction manager, Buttcon would have been responsible for the preconstruction services before starting on site required to establish the initial budget through estimating and bid solicitation for the various trade contractors. Buttcon would also be required to coordinate the multiple trade contractors site activities that Buttcon would have entered directly into contracts with, including the ones discussed below. Buttcon would also be required to collect the necessary information required to submit any monthly progress billings. The billings typically include the invoices from various trade contractors and suppliers.

22. Buttcon, has provided additional payment claims for various general conditions expenses provided by third party suppliers. These expenses are for work such as testing and inspections, dewatering, fencing, surveying, along with various site staffing and miscellaneous site office expenses.

Table 2 – Item 3

23. Buttcon have identified a credit to be applied against invoiced preconstruction fees in the amount of $96,941. We have not received any information as to the reason for the credit or if reimbursement has been accounted for in payments to Buttcon. A credit adjustment for holdback of $9,694 would also be applicable as a supported adjustment to the holdback release amount. We have included this amount as a credit in our calculations. Please refer to Schedule D.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 2 – Item 4

24. Buttcon has invoiced for $272,889 of cumulative construction management fees (plus HST). These fees are calculated at 2.60% of the total invoiced work in place and includes for certain change order values which we have not been able to verify as having been accepted by the Owner. Based on the amount of Trade Contractor and Buttcon's work identified as completed as noted in Table 2 (items 1, 5 and 6 totalling $7,427,931), we calculate that $193,126 ($7,427,931 at 2.6%) of construction management fees would be due and $19,313 of holdback would be supported. The remaining $79,763 ($7,976 of holdback) amount of the invoice is not supported.

Table 2 – Item 5

25. The table below summarizes the following values of work identified as subtrade costs which, based on our site observations and from the invoices provided for our review would consider as having been completed (excluding HST):

Supported Holdback Allocation for Trade Contractors

Trade	Contract Amount	Completed Work	Supported Holdback Retained	Relevant Section of the Report
Astro (paid by Owner)	$ 150,000	$ 150,000	$ 15,000	Please see paragraph 28 of the Report
Kada	2,685,750	1,882,000	188,200	Please see paragraph 33 of the Report
HC Matcon	3,814,720	3,727,472	372,747	Please see paragraphs 35 and 37 of the Report
Totals	**$ 6,650,470**	**$ 5,759,472**	**$ 575,947**	**HST Excluded**

26. The above table identifies our assessment of the work supplied by the listed trade contractors pursuant to their initial contract, excluding any additional work requested in the form of unsigned change orders or site instructions. We consider that $575,947 of holdback funds are supported.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

27. We understand that Astro was a trade contractor engaged by Buttcon for the excavation work. The scope of work stated on the Astro contract includes excavation, and removal of soil from the site.

28. Astro's original contract price was $2,500,000. As shown on Astro' Invoice No. 2 listed in the attached Schedule H, $407,220 of work has been invoiced. We understand that $150,000 of this work has been paid by the owner. The balance of the work invoiced is being disputed, and it forms part of the claim brought by Astro. In our opinion, the $150,000 of work is reasonably supported and is included in Paragraph 25. Based on statutory definition of holdback, the holdback amount attributable to this work is $15,000 and is included in Paragraph 25.

29. Astro has also claimed for additional work to their contract for drill platform construction, removal of buried materials, and disposal of contaminated soil materials. We have not been provided with copies of the change orders authorizing this additional work, confirmation of the extent of completion of any of the additional work by an engineer or costs being claimed by Astro.

30. Based on our assessment of the work required at the time of tender, we consider that the scope of work outlined in the letter of intent accepted by Astro on October 15, 2021, was representative of market value at the time.

31. We understand that Astro was replaced by Kada and a contract for the outstanding work (and site services) was issued to Kada for $2,685,750 (exclusive of HST). The contract with Kada included site servicing works which were not included in the Astro contract.

32. We understand Kada was a trade contractor hired by Buttcon.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

33. Kada was contracted to complete the excavation work previously contracted to Astro as well as site servicing work upon Astro's removal from the project. The amount agreed for this work between Kada and Buttcon is $2,685,750 (exclusive of HST). Our assessment identifies $1,882,000 of completed work supporting $188,200 of holdback which we identify in Paragraph 25.

34. We understand that the most recent invoice provided from Astro (Schedule H) indicates that $407,220 of the excavation work had been completed. Thus, our assessment of the remaining work that would need to have been completed would indicate that the contract signed with Kada was market value at the time.

35. We understand that HCM was a trade contractor engaged by Buttcon to complete the temporary shoring, caisson wall, and caisson foundation work for the project. The agreed upon price for this work between HCM and Buttcon is $3,814,720 (exclusive of HST).

36. The most recent billing from HCM indicates $3,727,473 of the contracted value of $3,814,720 was completed. From our calculations, the initial contract price appears reasonable and at market value at the time.

37. Based on statutory definition of holdback, the holdback amount attributable to this work is $372,747 and is included in Paragraph 25. This holdback amount is supported.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 2 – Item 6

38. Astro, Kada and HC Matcon have made claims for additional work to the project. We have not been provided with confirmation that the additional work was authorized and accepted by all parties to each contract. However, the table below identifies an assessment of the work requested by HC Matcon in addition to their initial contract. The caisson work has been confirmed by the structural engineer as complete in Schedule L.

Supported Holdback Allocation for Additional Work

Trade	Change Order Requests	Completed Work	Holdback Retained	Relevant Section of the Report
HC Matcon	$ 1,446,344	$ 1,317,587	$ 131,759	Please see paragraph 38 to 42 of the Report
Totals	**$ 1,446,344**	**$ 1,317,587**	**$ 131,759**	**HST Excluded**

39. HCM has submitted change order requests totalling $1,446,344 to which we do not have any confirmation of acceptance by the owner, La Pue.

40. HCM has submitted invoicing totalling $1,317,587 against change order requests totalling $1,446,344. Based on statutory definition of holdback, the holdback amount attributable to this work is $131,759 and this holdback amount is reasonably supported by the documents provided.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

41. We have considered that additional charges for the supply and installation of concrete to the caissons as work having been completed. We are provided with Buttcon's "Updated Top of Elevation Caisson Schedule", Submittal 31-41-10-007 dated November 25, 2022. The transmittal page has been "reviewed - as noted" by ARK Architects Inc. on January 3, 2023, and "approved as noted" by the Structural Engineer, namely Thornton Tomassetti on December 29, 2022. The transmittal documents confirm the extent to which the caisson work being claimed by HCM was completed. As such, we have included that work related to these change order requests in our calculations.

42. Based on the structural engineer's approval provided and attached in Schedule L, and the invoices provided for our review, the work listed has been completed. We have not been provided with inspection or testing reports confirming that as-built conditions conform to the design requirements.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

43. Table 3 below sets out claims, by category, for which there we unable to review reasonable support for the construction lien holdback amounts claimed.

Table 3: Total Claims without Supporting Documents

Item	Description	Amount Claimed	Construction Lien Holdback	Comment
1.	Buttcon's Construction Management Fee	$ 79,763	$ 7,976	Please refer to paragraph 44 for details.
2.	Trade Contractor costs where work performed has not been verified as being required or approved by Owner	424,906	42,491	Please refer to paragraph 45 to 48 for details.
3.	Trade Contractor costs where work has not been verified as being required or approved by the Owner	1,563,085	156,309	Please refer to paragraph 49 to 50 for details.
4.	Additional Costs – this amount is included in Buttcon's Application 13	940,316	94,032	Please refer to Buttcon invoice in Schedule E. There is no description of the work provided.
5.	Additional Costs – this amount is included in Buttcon's Application 13	37,000	3,700	Please refer to Buttcon Invoice in Schedule E. There is no description of the work provided
6.	Unconfirmed expenses – there is no backup for this amount	199,450	19,945	No backup provided – balance of Buttcon Contract Summary
	Net Amount	**$ 3,244,519**	**$ 324,452**	
	HST	421,788	42,179	
	Total (including HST)	**$ 3,666,307**	**$ 366,631**	

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 1

44. Buttcon has invoiced for $272,889 of cumulative construction management fees (plus HST). These fees are calculated at 2.60% of the total invoiced work in place and includes for certain change order values which we have not been able to verify as having been accepted by the Owner. As previously noted in paragraph 24, we calculate that $193,126 of construction management fees would be due and $19,313 of holdback would be supported. The remaining $79,763 ($7,976 of holdback) amount of the invoice is not supported.

Table 3 – Item 2

45. We have summarized the following values of change order work that the trade contractors have requested, that we have not received confirmation that the work has been carried out or been provided with evidence that the Owner authorized the changes:

Unsupported Holdback for Additional Work by Trade Contractor

Trade	Change Order	Amount Requested	Holdback Retained	Comment
Kada	$ 689,712	$ 424,906	$ 42,491	Invoice backup included as Schedule J
Totals	**$ 689,712**	**$ 424,906**	**$ 42,491**	**HST Excluded**

46. Kada has issued invoices attached as Schedule J identifying additional work for the supply and installation of a granular pad totalling $114,375 (exclusive of HST).

47. Kada's invoice breakdown identifies additional work for time and material charges totalling $575,336 (exclusive of HST).

48. We have not been provided with copies of the change orders authorizing the additional work or confirmation of the extent of completion of any of the additional work by an engineer being claimed by Kada.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 3

49. The table below summarizes the values of work that Buttcon has identified as trade contractor work which cannot be confirmed from our site observations.

Unsupported Holdback for Work by Various Trade Contractors

Trade Contractor	Amount Requested	Construction Lien Holdback	Comment
Hardrock	$ 262,780	$ 26,278	Unable to confirm if any work was completed based on site observations.
Skyrise	980,879	98,088	Unable to confirm if any work was completed based on site observations.
Cambridge Drywall	117,200	11,720	Unable to confirm if any work was completed based on site observations.
Atta Elevator	81,956	8,196	Unable to confirm if any work was completed based on site observations.
Mattina	37,670	3,767	Unable to confirm if any work was completed based on site observations.
Modern Niagara	62,000	6,200	Unable to confirm if any work was completed based on site observations.
TT Galbraith	20,600	2,060	Unable to confirm if any work was completed based on site observations.
Totals	**$ 1,563,085**	**$ 156,309**	**HST Excluded**

50. We have not received any signed change orders or site instructions to support the costs listed in the above table.

Table 3 – Item 4

51. Buttcon have included a cost allocation on their invoice breakdown of $940,316 without supporting backup. As such, we are unable to confirm the work involved or any attributable statutory holdback requirements. As such, the holdback request of $94,032 is not supported.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 5

52. Buttcon have included a cost allocation on their invoice breakdown of $37,000 without supporting backup. As such, we are unable to confirm the work involved or any attributable statutory holdback requirements. As such, the holdback request of $3,700 is not supported.

Table 3 – Item 6

53. Buttcon have included a cost allocation on their invoice breakdown in which supporting backup for $199,450 cannot be reconciled to the total invoice breakdown of $11,220,584 (plus HST) attached as Schedule C. As such, the work involved or any attributable statutory holdback requirements. As such, the holdback request of $19,945 is not supported.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 4: METHODOLOGY

Our methodology for arriving at our assessments is as follows:

Site Visit

54. On April 23, 2025, we attended to the property located at 5528 Ferry Street, Niagara Falls, Ontario. We were accompanied by Mr. Joseph Scivoletto, who we understand is a representative of the new ownership for the property.

55. The photographs taken during our site visit are attached to Schedule A of this report.

56. During our visit we observed that the majority of the timber lagging and caisson wall shoring work noted on the drawings provided has been completed. We have not received confirmation by the engineer that the installation was in accordance with the design requirements. The engineer has stated the work was complete.

57. It is important to note that the site has been vacant for more than two years and that our assessment is based on the documents provided and our visual inspection of April 23, 2025. Site conditions may have changed since the data provided was collected and verification of current existing condition may differ in some instances.

Assessment of Completed Excavation and Shoring Work in Place

58. To assess the completed contracted excavation work, we reviewed Rouse Surveyors' grading drawings, dated February 16, 2023 (the "Grading Drawings") which are included as Schedule M of our report.

59. Based on the Grading Drawings, the nearby survey marker datum elevation is 190.787 metres. Kada was the excavation contractor that completed the removal of the majority of the soil that created the existing void / hole. The contract specified that as part of its scope of work, the excavation was required to reach an elevation of between 182.455 metres and 182.815 metres.

60. Basically, dirt and soil would be removed from the site such that there would be a hole in the ground to the depths of between 8 to 9 metres in depth.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SECTION 4: METHODOLOGY

Assessment of Completed Excavation and Shoring Work in Place

61. We did not complete any physical surveys of the site. We did not retain a surveyor to verify the data recorded on the survey plan provided.

62. Based on our visual review of the site, we can observe the existing depths of the excavation generally represent the requirements of the base contracted scope of work.

63. Further to the review of the grading drawings, we also referenced the Issued for Permit shoring drawings dated October 20, 2020, prepared by RWH Engineering Inc. for HC Matcon. The proposed bottom of shoring drawings are consistent with the proposed excavation depths in Kada's contract and with the drawings prepared by Rouse Surveyors.

Documentation Review

64. We have reviewed documents and invoices provided to us by the Receiver which we have set out in the attached Schedules A to Schedule N.

65. Complete contracts and change order information along with their approvals have not been provided, for all the items which we were requested to review. We have reviewed and assessed each base contract scope, in relation to the scope identified on the drawings.

66. Signed change orders providing the Owner's approval to proceed with any additional work to the base contracts have not been provided for all requested scope of contract additions. As such, claims for additional unforeseen conditions, disposal of contaminated soils, supply of materials, damages, or escalation costs have not been reviewed. We note that our review is limited to the requested mandate, and a detailed review of all listed invoices by Buttcon has not been performed.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule A

Photographs of Site on April 23, 2025

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

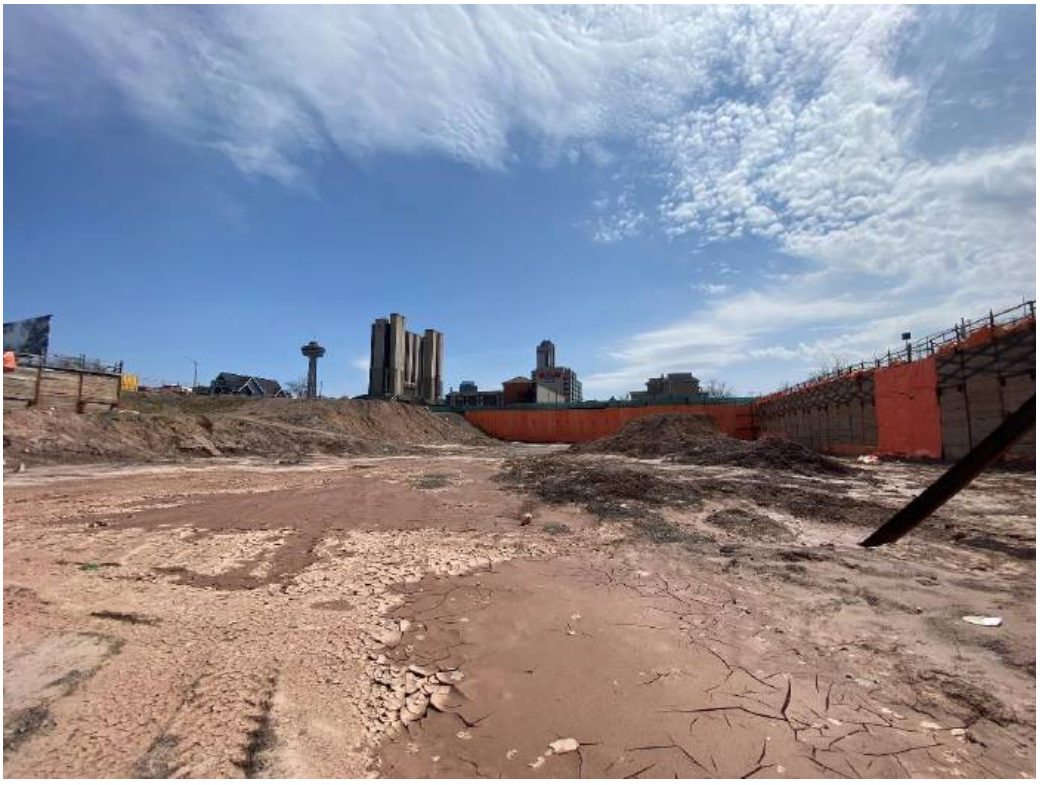


Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule B

Glynn Group Inc. Engagement Letter

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

GLYNN GROUP Incorporated

April 14, 2025

By E-mail: mtallat@ksvadvisory.com

KSV Restructuring Inc.,
in its capacity as Court appointed Receiver of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario
M5J 2W4

For the attention of Mr. Murtaza Tallat

RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Dear Mr. Tallat:

Further to your recent request regarding cost consulting services on the above project, we now the have pleasure in submitting our fee proposal and scope of services for your consideration.

Our proposed fees for the required services would be as follows:

Fee for Services - $6,650.00 (19 hours)

We anticipate that approximately 19 hours will be required to complete our assessment as required.

We understand that your current requirement is for us to review invoices issued to date and view the site in order to provide an opinion of relative reasonableness to the work completed in relation to the contracted value of each trade contractor and construction manager. We also understand that you would like our opinion as to whether the contract value of the work accurately reflects the proposed scope to be completed submitted by construction manager, excavation and shoring trade contractors, as applicable (e.g., whether there is overbid).

Disbursements, HST and any additional works required outside the scope referenced above are extra and will be invoiced separately based on the Schedule of Rates attached hereto as Appendix A.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Our invoices will be submitted upon completion of each item and is payable within 30 days of issuance.

Please note that this fee proposal is valid for 30 calendar days from the date set out above.

If the above is acceptable, please indicate your acceptance by signing below and returning a copy to the undersigned.

Yours truly,

GLYNN GROUP INC.

Martin J. Glynn, MRICS
President

Accepted

Signed by:
Murtaza Tallat
09B020AD5C7243F...

4/14/2025

KSV Restructuring Inc., solely in its capacity as proposal trustee of La Pue International Inc., and not in any other capacity

Date

1300 Cornwall Road, Suite 104, Oakville, Ontario, Canada, L6J 7W5
Telephone: (905) 815 – 0102 Facsimile: (905) 815 – 0105
www.glynngroup.ca

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Appendix A

Schedule of Rates

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule of Rates

Consultants Rates

Director/SVP	$ 350.00
Senior Consultant	$ 250.00
Consultant	$ 200.00
Assistant Consultant	$ 150.00
Third Party Consultants	At Cost to the Consultant

Disbursements

Travel	In accordance with CRA (currently $0.66/km)
Photographs	$ 30.00 per report
Courier	At Cost

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule C

Buttcon Contract Summary 1462 & 1462C

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

1462&1462C Contract Summary

	JOB NO.	INVOICE NO.	INVOICE PER	INVOICE DATE	DESCRIPTION (FILE NAME)	INVOICE AMOUNT (Gross amount pre tax)	CUMULATIVE CONTRACT PRICE (Progress based)
1	1462	01-1462	May-20	2020/05/31	May 2020 Stanley District TS May Invoice	24,588.00	24,588.00
2	1462	02-1462	Jun-20	2020/06/30	June Invoice Stanley District	10,744.00	35,332.00
3	1462	03-1462	Jul-20	2020/07/31	July Invoice Stanley District	9,001.00	44,333.00
4	1462	04-1462	Aug-20	2020/08/31	Aug Invoice Stanley District TS	19,817.00	64,150.00
5	1462	05-1462	Sep-20	2020/09/30	Sept -2020 Invoice Stanley District TS	12,574.00	76,724.00
6	1462	06R-1462	Oct-20	2020/10/31	Oct Stanley District TS October (003)	23,386.00	100,110.00
7	1462	07R-1462	Nov-20	2020/11/30	Nov Stanley District TS	17,294.00	117,404.00
8	1462	08R-1462	Dec-20	2020/12/31	Dec Stanley District TS December Summary for Invoice	36,546.00	153,950.00
9	1462	09-1462	Jan-21	2021/01/31	STANLEY DISTRICT JAN 2021	37,530.00	191,480.00
10	1462	10-1462	Feb-21	2021/02/28	Stanley District TS February 2021	27,683.00	219,163.00
11	1462	11-1462	Mar-21	2021/03/31	STANLEY DISTRICT MAR 2021	5,701.00	224,864.00
12	1462	12-1462	Apr-21	2021/04/30	Apr 2021 Stanley District	3,440.00	228,304.00
13	1462	13-1462	May-21	2021/05/31	MAY 2021 Stanley District	7,771.00	236,075.00
14	1462	14-1462	Jun-21	2021/06/30	JUN 2021 Stanley District-	13,188.00	249,263.00
15	1462	15-1462	Jul-21	2021/07/31	JULY 2021 Stanley District-	9,731.30	258,994.30
16	1462	16-1462	Aug-21	2021/08/31	AUG 2021 Stanley District-	7,208.00	266,202.30
17	1462	17-1462	Sep-21	2021/09/30	SEPT 2021 Stanley District-	5,553.23	271,755.53
18	1462	18-1462	Oct-21	2021/10/31	October 2021 Stanley District -Pre C	29,778.40	301,533.93
19	1462	19-1462	Nov-21	2021/11/30	R NOV 2021	26,945.46	328,479.39
20	1462	20-1462R	Dec-21	2021/12/31	Dec-21	12,367.00	340,846.39
21	1462	21R-1462	Jan-22	2022/01/31	Jan-22	1,511.62	342,358.01
22	1462	22-1462	Feb-22	2022/02/28	STANLEY DISTRICT-FEB 2022	8,986.90	351,344.91
23	1462	23-1462	Mar-22	2022/03/31	Mar-22	14,480.00	365,824.91
24	1462	24-1462	Apr-22	2022/04/30	APR 2022 Stanley Pre C	28,726.00	394,550.91
25	1462	25-1462	May-22	2022/06/01	DATED JUN 2022 MAY LAB	57,397.00	451,947.91
26	1462C	01_1462C	Jun-22	2022/07/15	STANLEY DISTRICT JUNE 2022 BILLING Revised Astro out May lb bille	688,610.74	1,140,558.65
27	1462C	02_1462C	Jul-22	2022/08/04	STANLEY DISTRICT JULY 2022 BILLING R	993,519.96	2,134,078.61
28	1462C	03_1462C	Aug-22	2022/09/02	STANLEY DISTRICT AUG BILLING 2022 –	1,801,397.40	3,935,476.01
29	1462C	04_1462C	Sep-22	2022/10/05	STANLEY DISTRICT SEPT 2022	1,054,656.04	4,990,132.05
30	1462C	05_1462C	Oct-22	2022/11/01	STANLEY DISTRICT OCT 2022 DRAW---	924,508.65	5,914,640.70
31	1462C	06_1462C	Nov-22	2022/12/08	STANLEY DISTRICT-NOV 2022 BILLING ok	523,392.41	6,438,033.11
32	1462C	06_1462C	Dec-22	2023/01/09	STANLEY DISTRICT-DEC 2022 BILLING	1,633,604.55	8,071,637.66
33	1462C	08_1462C	Jan-23	2023/02/07	STANLEY D JAN 2023 DRAW-INVOICE	1,366,468.59	9,438,106.25
34	1462C	09_1462C	Feb-23	2023/03/16	Feb Invoice MPC and backup PLUS additional Feb costs	1,651,924.53	11,090,030.78
35	1462C	10_1462C	Mar-23	2023/04/12	STANLEY DISTRICT MAR 2023 INV BILLING - April 12, 2023	10,772.43	11,100,803.21
36	1462C	11_1462C	Apr-23	2023/05/10	STANLEY DISTRICT APR 2023 DRAW-INVOICE	6,696.70	11,107,499.91
37	1462C	12_1462C	May-23	2023/06/14	STANLEY DISTRICT MAY 2023 R1-DRAW-INVOICE	46,942.56	11,154,442.47
38	1462C	13_1462C	Jun-23	2023/07/14	STANLEY DISTRICT JUN 2023 DRAW-INV	66,141.09	11,220,583.56

Preconstruction TOTAL

INVOICES BILLED TO DATE (GROSS, PRE-TAX)	**11,220,583.56**

Additional

Astro Excavating Inc. (amount included in Buttcon Lien)*	**618,567.44**
Additional amounts claimed by HC Matcon Inc. (not included in Buttcon lien amount)	**753,549.67**
Additional amounts claimed by Kada Group Inc. (not included in Buttcon lien amount)	**67,017.04**
Additional project costs (not billed but incurred)	**61,080.49**

$1,500,215

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

TOTAL CONTRACT PRICE (GROSS, PRE-TAX)	12,720,798.20
TAX	1,653,703.77
TOTAL INCL TAX (TO PERIOD END)	**14,374,501.97**
PAID TO DATE BY LA PUE -	5,126,033.40
OUTSTANDING AMOUNT	**9,248,468.57**
HOLDBACK ON CONTRACT PRICE INCL TAX (TO PERIOD END)	**1,437,450.20**

$4615,333 not on Application No. 13

* Astro Excavating Inc. is also claiming an additonal damages

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule D

Buttcon Invoice No 1462C-13

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

INVOICE

TO OWNER/CLIENT:
C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

Attn: PAWEL FUGIEL
em: lapueinternational@gmail.com
cc:
em:

PROJECT:
Stanley District-Uground Pkg Garage&BldgC

Contract#

VIA ARCHITECT/ENGINEER:

Application #: 13
Invoice No: 1462C-13
Period: 6/01/2023- 6/30/2023
Job/Project #: 1462C
Purchase Order:
Terms: Prompt Payment Terms

Date Submitted: July 14, 2023
Date Re Submitted:

FROM CONTRACTOR:
BUTTCON LIMITED
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
Tele:905-907-4242

	Total Billed to Date	Previously Billed	Current Billing
Reimbursable Cost to date	$ 9,518,429.97	$ 9,453,964.97	$ 64,465.00
Plus Additional Costs not included in Reimbursable Cost to date(See Attached)	$ 940,316.26	$ 940,316.26	$ -
Plus Additional Costs not included in Reimbursable Cost to date(See Attached)	$ 37,000.00	$ 37,000.00	$ -
Total Before Fee	$ 10,495,746.23	$ 10,431,281.23	$ 64,465.00
Plus Fee @ 2.60%	$ 272,889.40	$ 271,213.31	$ 1,676.09
A **Subtotal**	10,768,635.63	10,702,494.54	66,141.09
Less Holdback 10% on (A)	1,076,863.56	1,070,249.45	6,614.11
Subtotal	9,691,772.07	9,632,245.09	59,526.98
Total agreed credit	(96,941.00)	(96,941.00)	
Net Invoice	9,594,831.07	9,535,304.09	59,526.98
Plus HST#100704741	1,247,328.04	1,239,589.53	7,738.51
Total	$ 10,842,159.11	$ 10,774,893.62	$ 67,265.49
Prev Paid	$ (4,615,333.28)		
Total Due	$ 6,226,825.83		

Invoiced pre-construction staffing to Jan 31, 2021: $160,907.00
Less procurement staffing not yet invoiced for entire months of June to November: $63,966 (spreadsheet of hours attached)
Total credit for pre-construction: $96,941.00

Jun Draw payment due
August 11, 2023
$67,265.49

Oct draw payment Due Dec 5, 2022
$940,225.30
Nov draw payment Due Jan 4, 2023
$532,290.08
Dec draw payment Due Feb 6, 2023
1,551,832.50
Jan draw payment Due Mar 6, 2023
1,389,698.55
Feb draw payment Due Apr 13, 2023
1,680,007.24
Mar draw payment Due May 10, 2023
10,955.66
Apr draw payment Due June 7, 2023
6,810.55
May draw payment Due Jul 4, 2023

Please make payments payable to:
Buttcon Limited
300 - 6240 Highway 7
Woodbridge, ON
L4H 4G3
Tele: 905-907-4242x 338
J Costa Accounts Receivable

jcosta@buttcon.com

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule E

Buttcon Limited Monthly Payment Claim

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ACCT. PERIOD Jun-2023 to Jun-2023
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	INVOICE RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
1	**GENERAL CONDITIONS**														
1130	Water														
ACTIVITY 1130	Water TOTAL								0.00	0.00	0.00				0.00
1140	Testing and Inspection	ST	9/01/22	TERRAPROBE INC.	1462C-100	7/25/22	0	0	323,950.00	225,717.17	0.00	0.00	133410		0.00
		ST	11/01/22	EXP SERVICES INC.	1462C-501	11/28/22	1	31	5,427.50	0.00	0.00	0.00	696580		0.00
		ST	6/01/23	TERRAPROBE INC.	1462C-100	7/25/22	0	0	0.00	0.00	0.00	0.00	3075	6/24/23	64,465.00
ACTIVITY 1140	Testing and Inspection TOTAL								329,377.50	225,717.17	0.00				64,465.00
1601	Project Manager														
ACTIVITY 1601	Project Manager TOTAL								0.00	0.00	0.00				0.00
1720	Office Equipment														
ACTIVITY 1720	Office Equipment TOTAL								0.00	0.00	0.00				0.00
1723	Safety Supplies	MA	3/01/23	ORANGEVILLE FIRE EQUIPMENT	1462C-501	3/08/23	0	0	2,500.00	2,500.00	0.00	0.00			0.00
		ST	9/01/22	ORANGEVILLE FIRE EQUIPMENT	1462C-500	6/30/22	0	0	7,500.00	5,596.20	0.00	0.00	96225		0.00
ACTIVITY 1723	Safety Supplies TOTAL								10,000.00	8,096.20	0.00				0.00
1816	Traffic Control	ST	9/01/22	DIRECT TRAFFIC MANAGEMENT	1462C-500	8/31/22	1	3	750.00	0.00	0.00	0.00	31208		0.00
		ST	9/01/22	DIRECT TRAFFIC MANAGEMENT	1462C-500	8/31/22	2	19	3,633.00	0.00	0.00	0.00	31208		0.00
ACTIVITY 1816	Traffic Control TOTAL								4,383.00	0.00	0.00				0.00
1830	Hoardings, Fences	ST	6/01/22	TOUCHSTONE SITE CONTRACTORS I	1462C-500	6/13/22	0	0	37,580.00	0.00	0.00	0.00	PB-01-1462C		0.00
		ST	1/01/23	TOUCHSTONE SITE CONTRACTORS I	1462C-500	11/28/22	1	5020	940.55	0.00	0.00	0.00	7519		0.00
ACTIVITY 1830	Hoardings, Fences TOTAL								38,520.55	0.00	0.00				0.00
1860	Layout, incl. O.L.S.	ST	10/01/22	ROUSE SURVEYORS INC	1462C-501	10/27/22	1	32	20,000.00	262.51	0.00	0.00	3432		0.00
		ST	1/01/23	ROUSE SURVEYORS INC	1462C-501	1/31/23	2	61	17,266.82	0.00	0.00	0.00	3616		0.00
		ST	1/01/23	ROUSE SURVEYORS INC	1462C-501	1/31/23	3	5033	9,087.18	0.00	0.00	0.00	3616		0.00
		ST	2/01/23	ROUSE SURVEYORS INC	1462C-501	2/28/23	4	66	4,380.50	4,380.50	0.00	0.00			0.00
ACTIVITY 1860	Layout, incl. O.L.S. TOTAL								50,734.50	4,643.01	0.00				0.00
1876	Overhead Protection	ST	9/01/22	ACTION SCAFFOLD SERVICES (TORON	1462C-500	9/13/22	0	0	75,328.00	75,328.00	0.00	0.00			0.00
ACTIVITY 1876	Overhead Protection TOTAL								75,328.00	75,328.00	0.00				0.00
CLASS 1	**GENERAL CONDITIONS TOTAL**								508,343.55	313,784.38	0.00				64,465.00
2	**SITEWORK**														
2312	Hydrovac Excavation	ST	6/01/22	YORK 1 HYDROVAC LTD	1462C-500	6/27/22	0	0	3,515.00	3,515.00	0.00	0.00			0.00
		ST	1/01/23	YORK 1 HYDROVAC LTD	1462C-500	10/31/22	1	5018	5,691.60	0.00	0.00	0.00	41835		0.00
ACTIVITY 2312	Hydrovac Excavation TOTAL								9,206.60	3,515.00	0.00				0.00
2314	Dewatering	ST	10/01/21	AQUA TECH DEWATERING COMPANY I	1462C-100	10/20/21	0	0	304,613.00	304,613.00	0.00	0.00			0.00
ACTIVITY 2314	Dewatering TOTAL								304,613.00	304,613.00	0.00				0.00

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ACCT. PERIOD Jun-2023 to Jun-2023
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
2315	Excavation/Trenching/Backfilling	ST	4/01/22	ASTRO EXCAVATING INC	1462C-100	4/14/22	0	0	-257,220.00	-257,220.00	0.00	0.00			0.00
		ST	6/01/22	ASTRO EXCAVATING INC	1462C-100	4/14/22	0	0	257,220.00	257,220.00	0.00	0.00	1428		0.00
		ST	7/01/22	KADA GROUP INC	1462C-100	6/30/22	0	0	2,549,000.00	698,500.00	0.00	0.00	1148		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	8/31/22	1	16	4,500.00	0.00	0.00	0.00	1011		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	8/31/22	2	18	114,374.00	43,794.72	0.00	0.00	1167		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	9/30/22	3	5012	-882.50	-882.50	0.00	0.00			0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	9/30/22	4	5005	1,760.00	1,760.00	0.00	0.00			0.00
		ST	1/01/23	KADA GROUP INC	1462C-100	1/26/23	5	33	17,500.00	17,500.00	0.00	0.00			0.00
		ST	1/01/23	KADA GROUP INC	1462C-100	1/31/23	6	36	1,800.00	1,800.00	0.00	0.00			0.00
		ST	3/01/23	KADA GROUP INC	1462C-100	3/31/23	7	5041	8,481.00	8,481.00	0.00	0.00			0.00
ACTIVITY 2315	Excavation/Trenching/Backfilling TOTAL								2,696,532.50	770,953.22	0.00				0.00
2455	Shoring	ST	6/01/22	HC MATCON INC.	1462C-100	6/13/22	0	0	3,814,720.00	87,247.47	0.00	0.00	7837		0.00
		ST	7/01/22	HC MATCON INC.	1462C-100	7/31/22	1	5002	-24,016.00	0.00	0.00	0.00	CR-01-1462C		0.00
		ST	10/01/22	HC MATCON INC.	1462C-100	9/30/22	2	5005	-1,760.00	0.00	0.00	0.00	8135		0.00
		ST	10/01/22	HC MATCON INC.	1462C-100	9/30/22	3	5010	-13,509.00	0.00	0.00	0.00	8135		0.00
		ST	11/01/22	HC MATCON INC.	1462C-100	10/31/22	4	5018	-5,691.60	0.00	0.00	0.00	8169		0.00
		ST	11/01/22	HC MATCON INC.	1462C-100	11/28/22	5	5020	-940.55	-940.55	0.00	0.00			0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/31/22	6	8	1,068,513.40	47,012.12	0.00	0.00	8228		0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/30/22	7	37	2,229,060.00	2,229,060.00	0.00	0.00			0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/31/22	8	5021	-39,299.00	0.00	0.00	0.00	CR-08-1462C		0.00
		ST	1/01/23	HC MATCON INC.	1462C-100	1/31/23	9	5033	-9,087.18	-9,087.18	0.00	0.00			0.00
		ST	3/01/23	HC MATCON INC.	1462C-100	3/31/23	10	5041	-10,676.00	-10,676.00	0.00	0.00			0.00
ACTIVITY 2455	Shoring TOTAL								7,007,314.07	2,342,615.86	0.00				0.00
CLASS 2	**SITEWORK TOTAL**								10,017,666.17	3,421,697.08	0.00				0.00
3	**CONCRETE**														
3100	Concrete Formwork and Placing	ST	2/01/23	HARDROCK FORMING CO.	1462C-100	6/13/22	0	0	25,312,550.00	25,049,770.00	0.00	0.00	PB-01-1462C		0.00
ACTIVITY 3100	Concrete Formwork and Placing TOTAL								25,312,550.00	25,049,770.00	0.00				0.00
3200	Concrete Reinforcement	ST	2/01/23	MYER SALIT LIM ITED	1462C-101	10/20/22	0	0	10,359,160.00	10,250,680.00	0.00	0.00	10223PB030		0.00
ACTIVITY 3200	Concrete Reinforcement TOTAL								10,359,160.00	10,250,680.00	0.00				0.00
CLASS 3	**CONCRETE TOTAL**								35,671,710.00	35,300,450.00	0.00				0.00
7	**THERMAL and MOISTURE PROTECTION**														
7110	Water/Damp-proofing	ST	2/01/23	2392486 ONTARIO INC/ o/p WJ CONSTU	1462C-101	8/15/22	0	0	1,860,000.00	1,824,339.28	0.00	0.00	16-23FEB-10		0.00
ACTIVITY 7110	Water/Damp-proofing TOTAL								1,860,000.00	1,824,339.28	0.00				0.00
7240	Exterior Insulation and Finish Systems		11/01/22	SKYRISE PREFAB BUILDING SOLUTION	1462C-100	6/30/22	0	0	4,458,541.00	3,477,661.98	0.00	0.00	2022-197		0.00
ACTIVITY 7240	Exterior Insulation and Finish Systems TOTAL								4,458,541.00	3,477,661.98	0.00				0.00
7510	(BUR) Roofing and Waterproofing	ST	10/01/22	THE ROOF TECHNICIAN INC.	1462C-500	9/30/22	1	29	5,600.00	0.00	0.00	0.00	IN1632		0.00

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ACCT. PERIOD Jun-2023 to Jun-2023
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	INVOICE RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
ACTIVITY 7510	(BUR) Roofing and Waterproofing TOTAL								5,600.00	0.00	0.00				0.00
CLASS 7	**THERMAL and MOISTURE PROTECTION TOTAL**								6,324,141.00	5,302,001.26	0.00				0.00
8	**DOORS AND WINDOWS**														
8901	Hardware	ST	8/01/22	ALLMAR INC.	1462C-101	8/29/22	0	0	3,750,000.00	3,750,000.00	0.00	0.00			0.00
ACTIVITY 8901	Hardware TOTAL								3,750,000.00	3,750,000.00	0.00				0.00
CLASS 8	**DOORS AND WINDOWS TOTAL**								3,750,000.00	3,750,000.00	0.00				0.00
9	**FINISHES**														
9250	Gypsum Board	ST	9/01/22	CAMBRIDGE DRYWALL SERVICES LTD	1462C-100	6/30/22	0	0	13,100,000.00	12,982,800.00	0.00	0.00	132958		0.00
ACTIVITY 9250	Gypsum Board TOTAL								13,100,000.00	12,982,800.00	0.00				0.00
CLASS 9	**FINISHES TOTAL**								13,100,000.00	12,982,800.00	0.00				0.00
14	**CONVEYING SYSTEM**														
14202	Passenger Elevators	ST	6/01/22	ATTA ELEVATORS CONSTRUCTION LT	1462C-100	6/15/22	0	0	1,639,115.00	1,557,159.25	0.00	0.00	142		0.00
ACTIVITY 14202	Passenger Elevators TOTAL								1,639,115.00	1,557,159.25	0.00				0.00
CLASS 14	**CONVEYING SYSTEM TOTAL**								1,639,115.00	1,557,159.25	0.00				0.00
15	**MECHANICAL**														
15000	Complete Mechanical	ST	2/01/23	MATTINA MECHANICAL LIMITED	1462C-101	9/30/22	0	0	17,300,000.00	17,262,330.00	0.00	0.00	11718		0.00
ACTIVITY 15000	Complete Mechanical TOTAL								17,300,000.00	17,262,330.00	0.00				0.00
15300	Sprinklers	ST	6/01/22	RIDGE FIRE PROTECTION	1462C-100	6/15/22	0	0	1,779,000.00	1,779,000.00	0.00	0.00			0.00
ACTIVITY 15300	Sprinklers TOTAL								1,779,000.00	1,779,000.00	0.00				0.00
CLASS 15	**MECHANICAL TOTAL**								19,079,000.00	19,041,330.00	0.00				0.00
16	**ELECTRICAL**														
16000	Complete Electrical	ST	1/01/23	WIRE ONE ELECTRIC INC	1462C-501	1/31/23	1	39	74.00	0.00	0.00	0.00	3245		0.00
		ST	5/01/23	MODERN NIAGARA TORONTO INC	1462C-101	11/14/22	0	0	9,536,280.00	9,474,280.00	0.00	0.00	INSWO0000580		0.00
ACTIVITY 16000	Complete Electrical TOTAL								9,536,354.00	9,474,280.00	0.00				0.00
CLASS 16	**ELECTRICAL TOTAL**								9,536,354.00	9,474,280.00	0.00				0.00
18	**ALLOWANCES/CONTINGENCY**														
18133	Temp. Electrical Service	ST	9/01/22	WIENS UNDERGROUND ELECTRIC	1462C-500	9/30/22	1	23	20,600.00	20,600.00	0.00	0.00			0.00
		ST	11/01/22	KRAUN ELECTRIC - NIAGAGA	1462C-500	9/30/22	1	26	806.94	0.00	0.00	0.00	10016502		0.00
		ST	1/01/23	TT GALBRAITH ELECTRIC LTD.	1462C-501	1/31/23	1	53	20,600.00	0.00	0.00	0.00	1058		0.00
		ST	1/01/23	WIENS UNDERGROUND ELECTRIC	1462C-500	1/31/23	2	53	-20,600.00	-20,600.00	0.00	0.00			0.00
ACTIVITY 18133	Temp. Electrical Service TOTAL								21,406.94	0.00	0.00				0.00
CLASS 18	**ALLOWANCES/CONTINGENCY TOTAL**								21,406.94	0.00	0.00				0.00
GRAND TOTAL									99,647,736.66	91,143,501.97	0.00				64,465.00

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule F

Astro Excavating Inc.

Bid analysis

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

STANLEY DISTRICT - Tender Series #1		
Job - 1462		
Tender Package Name: TP1.3 - Bulk/Detailed Earthworks & Removals		
BID ANALYSIS: September 24, 2021		
Item	**Astro Excavating**	
	3-Aug-21	
Quotation	$2,507,500	
To supply and install all necessary labour, material, equipment and supervision to complete the supply and installation of specification section/division:		**Comments**
List Specs		
Division 01 General Requirements	Yes	
31 05 99 – Common Work Results for Earthworks	Yes	
31 14 13 – Soil Stripping and Stockpiling	Yes	
31 22 13 – Rough Grading	Yes	
31 25 00 – Erosion and Sediment Control	Yes	
32 01 90.33 – Tree and Shrub Preservation	N/A	
Including but not limited to the following:		
1. The General Conditions and all sections of Division 1 apply and are a part of this Package.	Yes	
2. All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.	Yes	
3. 50% Performance Bond amount is to be included in base bid and amount identified on the space provided in the tender form.	Yes	
4. Provide two separate mobilizations: one for removals and a second for excavation during shoring works.	Yes	
5. Perform site removals as shown and specified.	Yes	
6. Erosion and sediment control as shown and specified.	**$20,000**	
7. Supply and install Sediment Control Fence (Supply, install, maintain, remove and dispose when no longer required) as shown and specified.	Incl above	
8. Supply and place stone to Mud-Mat as shown and specified.	Incl above	
9. Supply and install Sediment Control Traps (supply, install, maintain, remove when no longer required) as shown and specified.	Incl above	
10. Supply and install Rock Check Dams.	N/A	
11. Provide curb cuts as shown and specified.	Incl above	
12. Provide Site Clearing and grubbing. Including removal of asphalt.	**$12,500**	
13. Provide Proof Rolling	Yes	
14. Design, Construct and Maintain Ramp for excavation (Build, maintain while on site, remove when no longer required).	Yes	
15. Provide Bulk Excavation of the entire parking structure footprint down to Elevation 182.455 at P2 – Lower Level and down to Elevation 182.815 at P2 Upper Level.	Yes	
16. Dispose off-site of Surplus Material. Allow for soil removal as per Phase Two Environmental Site Assessment prepared by Wood Environment & Infrastructure Solutions dated October 9, 2018.	Yes - Material to meet Table 1	6,900m3 (top 1 meter to be priced at premium) $7.50 / metric tonnes (~~$93,150 CTC~~) (6,900x2.3x7.5=$119,025)
17. Dispose off-site of Caisson Spoils	Yes	$119,025 Astro to reach out to Wood for additional test pits to determine soil - $? Astro to have excavator/operator on site $3,700 - fee can be waived if Astro awarded
18. Dispose off-site of Tieback Spoils	Yes	
19. Dispose off-site of Shoring Pile Spoils	Yes	
20. Dispose off-site of Site Services Spoils	**$6,400**	
	Above site servicing spoils based on 200m3	
21. Scraping of Caisson walls	Yes	
22. Provide truck routing plan to and from site. Identify location of disposal and fill sites.	Yes	
23. Perform street and sidewalk cleaning including water flush as required. Sweeping is to be done daily when hauling material off site. Water flush as required.	Yes	

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

24. Perform all layout as required to complete this scope of work. Bench Mark and Control Lines by others.	Survey by Others $60,000	
25. Provide grademan as required.	Yes	
26. Provide flagman and traffic control as required to complete this scope of work.	Yes	
27. Make good of all over excavated areas.	Yes	
28. Do all site grading, cutting and filling as required.	**$50,000**	
29. Installation of Temporary Road as shown. Include for Supply and Install of 50mm stone, 300mm depth) Ref. to Temporary Road and Stone Lot Plan.	Yes	
30. Excavate for Strip Footings, Pile Caps, Raft Slabs, Grade Beams, Crane Base, Prep footings and removal of spoils	Yes	
31. Backfill around Strip Footings, Pile Cap, Raft Slab, Grade Beams, Crane Base using Granular B (Supply, compact and place Granular)	Yes	
32. Prepare Slab on Grade. Supply, Place and Compact Granular A (200mm) for the underside of the SOG and as indicated in the Geotechnical report.	Yes	
33. Supply and Install Weeping Tile Under Slab on grade as indicated in the geotechnical report. (Include for supply of clear stone and filter cloth)	**$57,500**	
34. Supply and Install Weeping Tile at Perimeter as indicated in the geotechnical report. (Include for supply of clear stone and filter cloth).	Item 33 & 34 include only trenching and backfill (Clear Limestone supply incl)	
35. Remove and dispose off-site dewatering wells spoils. (Approx. 75 cubic meters)	Yes	
Sub Total	$2,653,900	
Contract Total	**$2,653,900**	
Potential Risk (6,900m3 not meeting table 1)	$119,025	
BONDING	$35,000 included in base bid	
Time Required to Perform Various Portions of Work		
a. Preparation of Shop Drawings	N/A	
b. Delivery/commencement on site from apporved Shop Drawings	2 Weeks	
c. To complete installation from Delivery	20 Weeks	
UNIT PRICE		
Bulk Excavation$_____/m3	$7.00/m3	
Hauling and Disposal$_____/m3	$25.00/m3	
Temporary Road Installed per m2 (300mm depth with 50mm stone Supplied & Installed)		
Add	$22.50/m2	
Delete	$17.50/m2	
ITEMIZED AMOUNT (Included in Base Bid)		
Provide itemized amount for Mobilization Cost (each)		
Removals	$7,500	
Shoring	$7,500	
Provide itemized amount for Supply Only of Granular Material used for backfill around strip footings, pile caps, raft slabs, grade beams, crane base. $_____	$20,000	
Provide itemized amount fo Supply Only of Granular Material used for underside of Slab-on-Grade. $_____	$125,000	
LABOUR RATES		
Description of Labour (Own Forces): Foreman		
Regular hours per hour (HST extra)	$95	
Shift hours per hour (HST extra)	$145	
Overtime hours per hour (HST extra)	$190	

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule G

Buttcon letter of intent to Astro Excavating Inc.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 14, 2021

Astro Excavating Inc. via e-mail: ilan@astroexcavating.com
645 Coronation Drive,
Scarborough, ON M1E 2K4
T: 416-738-486 F: 647-351-6410

Attn: Ilan Philosophe

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

Ref: Stanley District
5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls

Please accept this letter as our intention to award you a contract for Tender Package 1.3 Bulk/Detailed Earthworks and Removals, for the above project. The work as per the Tender Documents, Addenda #1 to #5 and Post Tender Addenda #1 to #4.

A formal contract in the amount of $2,500,000 + HST is being prepared and will be issued shortly. Optional extra to proceed only by revision to this contract:

- Unit rate premium of $7.50/tonne to remove and dispose off-site material containing lead contaminants greater than 120 µg/g pending additional sampling by Wood.

Please contact Tyler Trelford for project coordination.

Please proceed with all related purchasing and shop drawing submissions within 2 weeks. Please submit one copy of your company safety policy and a copy of the Ministry of Labour Registration of Constructors and Employers Engaged in Construction Form as well as your certificate of General Liability Insurance naming Buttcon Limited as additional insured, and a valid copy of your WSIB clearance certificate before any work begins on site.

Yours truly,
BUTTCON LIMITED

Simo Vrbat
Procurement Coordinator

cc: Tyler Trelford, Buttcon Limited
Michael Vannicola, Buttcon Limited
Leanne Stephenson, Buttcon Limited
Scott Rose, Buttcon Limited
Neil Rowe, Buttcon Limited

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Nicole Rak, Buttcon Limited

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

02-2215

I Ilan Philapple acknowledge receipt of this Letter of Intent and agree to terms as outlined.

Signature _____ Date Oct 15, 2021

Please sign and date this form within 24 hours. Return to Simo Vrbat: svrbat@buttcon.com

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule H

Astro Excavating Inc.

Invoice, Draw No. 2

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

INVOICE

Astro Excavating Inc.
645 Coronation Drive, Scarborough, ON M1E 2K4
T. (416) 738-4486 F. (647) 351-6410

DATE: JUNE 25, 2022
INVOICE # 1428

SOLD TO
La Pue International Inc.
c/o Buttcon Limited
6158 Allendale Avenue
Niagara Falls, ON L2G 0A5
Attention: Pawel Fugiel

PAYMENT TERMS	DRAW #	PROJECT
Net 30	**2**	**5510 Ferry Street, Niagara Falls – Excavation & Backfill Contract**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT RATE	LINE TOTAL
1	Completed to Date (16% of Contract Value) See Attached Signed Completion Slip & Schedule of Values.	1	ls	$407,220.00	$407,220.00
2	less previously billed * PAID →	1	ls	$(150,000.00)	$(150,000.00) ← PAID
				SUB-TOTAL	$257,220.00
	HST# 80538 9178 RT0001			HST	$33,438.60
				GRAND TOTAL	**$290,658.60**

Contract $2,500,000

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule I

Astro Chart re: Total Claim Amount

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

DSTR20

Chart re: Total Claim Amount

Description	Date	Amount
Invoice No. 1428 - Progress Draw No. 2	June 25, 2022	$290,658.60 11.6%
Invoice # 1426 – Extra – 5510 Ferry Street, Niagara Falls, Additional Drill Platform not included in Construction Management Plan	June 25, 2022	$2,282.60
Invoice # 1427 – Extra – 5510 Ferry Street, Niagara Falls – Buried Foundations, Brick, Block & Garbage Removal & Separation	June 25, 2022	$10,181.30
Invoice # 1438 – Extra – 5510 Ferry Street, Niagara Falls, Disposal of Contaminated Soil exceeding Table 1 RPI	June 27, 2022 unable to find	$191,731.45 signed estimate for once.
Total Outstanding Invoices (Lien Amount)		**$494,853.95**
Damages for loss of profit [Loss of Profit Claim] - 20% of the Contract Price of $2,825,000.00 ($2,500,000.00 + HST)		$565,000.00
Damages for escalation costs [Delay Claim] - 30% of the Contract Price of $2,825,000.00 ($2,500,000.00 + HST)		$847,500.00
Total Additional Amounts Claimed (Loss of Profit Claim and Delay Claim)		**$1,412,500.00**
Total Claim Amount (Lien + Additional Claims)		**$1,907,353.95**

Claimed 16% Complete $ 407,220 ~~400,000~~

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule J

Kada Group Inc. Requisition No. 10020 (undated)

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

KADA GROUP INC.

The Stanley District - Tender Series #2	5955 Stanley Ave., Niagara Falls	Applicant:	KADA Group Inc.
Buttcon Ltd.	8000 Jane St., Concord	Address:	

Requisition No.	10020
Period Through	Jan 1 - Feb 28
Retention %	10%

			A	B	C	D	E	F	G	H	
Item Description	Quantity	Unit Price	Item Value	Amount Prev. Billed (Col. E From Prev. Req.)	Amount Billed This Period	Total Billed (To Date)	Completed & Stored To Date (B + C + D)	% Complete (E / A)	Amount Remaining (A - E)	Retention (This Period)	Retention (Cumulative)
Mobilization (1.1)	1	Lump Sum	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00		100.0%	$ -	$ -	$ 1,000.00
Demobilization (1.2)	1	Lump Sum	$ 7,000.00	$ -		$ -		0.0%	$ 7,000.00	$ -	$ -
Site Removals	1	Lump Sum	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00		100.0%	$ -	$ -	$ 1,200.00
Errosion & Sediment Control	1	Lump Sum	$ 3,500.00	$ 3,500.00		$ 3,500.00		100.0%	$ -	$ -	$ 350.00
Supply & Install Mudmat	1	Lump Sum	$ 3,200.00	$ 3,200.00	$ -	$ 3,200.00		100.0%	$ -	$ -	$ 320.00
Bulk Excavation & Disposal (Elevation 182.815)	1	Lump Sum	$ 1,801,800.00	$ 1,801,800.00	$ -	$ 1,801,800.00		100.0%	$ -	$ -	$ 180,180.00
Detailed Excavation Disposal of Material	1	Lump Sum	$ 300,000.00	$ 20,000.00	$ -	$ 20,000.00		6.7%	$ 280,000.00	$ -	$ 2,000.00
Installation of Drill Rig Platform (Working Platform	1	Lump Sum	$ 31,500.00	$ -	$ 31,500.00	$ 31,500.00		100.0%	$ 31,500.00	$ 3,150.00	$ 3,150.00
Backfill (Detailed Excavation)	1	Lump Sum	$ 90,000.00	$ -		$ -		0.0%	$ 90,000.00	$ -	$ -
Site Servicing	1	Lump Sum	$380,000	$ -		$ -		0.0%	$ 380,000.00	$ -	$ -
Supply Weeping Tile	1	Lump Sum	$46,750	$ -		$ -		0.0%	$ 46,750.00	$ -	$ -
SUBTOTAL 1			$ 2,685,750.00	$ 1,850,500.00	$ 31,500.00	$ 1,882,000.00		70.1%	$ 835,250.00	$ 3,150.00	$ 188,200.00
Change Orders											
1. Supply & Install Granular Pad	1	Lump Sum	$ 114,375.00	$ 70,579.28	$ 43,795.72	$ 114,375.00		100.0%	$ -	$ 4,379.57	$ 11,437.50
SUBTOTAL 2			$ 114,375.00		$ 43,795.72	$ 114,375.00			$ -	$ 4,379.57	$ 11,437.50
Extras											
Supply Water	1	T&M	$ 9,000.00	$ 4,500.00	$ 1,248.00	$ 5,748.00		63.9%	$ 3,252.00	$ 124.80	$ 574.80
Supply Gabion Stone	1	T&M	$ 9,000.00	$ -	$ -	$ -		0.0%	$ 9,000.00	$ -	$ -
Supply Performance & Material Bond	1	T&M	$ 35,000.00	$ 35,000.00		$ 35,000.00		100.0%	$ -		
Incomplete Mud-Mat (Prev. Contr. Did not compl)	1	T&M	$ 380.00	$ 380.00		$ 380.00		100.0%	$ -		
2nd Excavation of West Elevation Trench	1	T&M	$ 1,500.00	$ 1,500.00		$ 1,500.00		100.0%	$ -		
Nov Equip Standby - due to HCM Tieback delay	1	T&M	$ 33,422.29	$ 33,422.29		$ 33,422.29	X	100.0%	$ -		
Dec Equip Standby - due to HCM Tieback delay	1	T&M	$ 13,126.05	$ 13,126.05		$ 13,126.05	X	100.0%	$ -		
Supply & Delivery of Clearstone	1	T&M	$ 10,832.19	$ -	$ 10,832.19	$ 10,832.19		100.0%			
Additional 50mm Crusher Run to Contract	1	T&M	$ 19,083.49	$ -	$ 19,083.54	$ 19,083.54		100.0%			
Sub-ex Soft Spots per Terraprobe	1	T&M	$ 26,580.90	$ -	$ 26,580.90	$ 26,580.90		100.0%			
Site Rqmts. CE 033 Air Shaft Location Interference	1	T&M	$ 127,363.32	$ -	$ 33,961.41	$ 33,961.41		26.7%			
Rev. Building Floor Grades Excavation/Disposal	1	T&M	$ 72,209.88	$ -	$ 72,209.88	$ 72,209.88		100.0%			
Phase 2 Work South Side Property (Blue)	1	T&M	$ 100,372.08	$ -	$ 41,592.57	$ 41,592.57	-	41.4%			
February 2023 Demobilization	1	T&M	$ 7,000.00	$ -	$ 7,000.00	$ 7,000.00	✓	100.0%			
Backcharge HCM for West Elevation Strip Ftg.	1	T&M	$ 1,625.00	$ -	$ 1,625.00	$ 1,625.00	X	100.0%			
Backcharge HCM for South Elevation Strip Ftg.	1	T&M	$ 6,538.41	$ -	$ 6,538.41	$ 6,538.41	X	100.0%			
Claim Phase 2 Part 1	1	Claim	$ 100,372.08	$ -	$ -	$ -		0.0%			
Original Ramp Footprint Adjustment	1	T&M	$ 1,931.11	$ -	$ 1,931.11	$ 1,931.11		100.0%			
										$ -	$ -
SUBTOTAL 3			$ 575,336.80	$ 87,928.34	$ 222,603.01	$ 310,531.35	$ -		$ 12,252.00	$ 124.80	$ 31,053.14
Grand Total			$ 3,375,461.80	$ 1,938,428.34	$ 297,898.73	$2,306,906.35			$ 847,502.00	$ 7,654.37	$230,690.64

Holdback	$ 3,150.00
Subtotal	$ 294,748.73
HST	$ 38,317.33
Total Check	$ 333,066.06
	Not Paid

Contract

Completed

Changes. 114375
575.337
689,712

114,375
310,531
$ 424,906 Invoiced

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule K

HCM Progress Billing dated November 20, 2023

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

HCM

PROGRESS BILLING

Customer Name: Buttcon Limited

Your Project Name: Stanley District
Sub-Contract # LOI # 1469
HC Matcon Project Name Stanley District
Our Project No. J20-051

Date: November 20th, 2023

Period Ending June 1st, 2023
November 30th, 2023

Terms: Net 30 Days

Item	Description	Value	Prev. Comp.	Previously Completed	Curr. Comp.	Total Complete	Current Billing
1.0	Shoring Installation	$ 2,393,630.00	99%	$ 2,365,612.85	99%	$ 2,365,612.85	$ -
2.0	Caisson Installation	$ 1,383,320.00	96%	$ 1,324,089.68	96%	$ 1,324,089.68	$ -
3.0	Bonding	$ 37,770.00	100%	$ 37,770.00	100%	$ 37,770.00	$ -
4.0		$ -	0%	$ -	0%	$ -	$ -
5.0		$ -	0%	$ -	0%	$ -	$ -
6.0		$ -	0%	$ -	0%	$ -	$ -
7.0		$ -	0%	$ -	0%	$ -	$ -
	Original Contract Value SUBTOTALS	$3,814,720.00		$3,727,472.53		$3,727,472.53	$0.00

Contract

Completed

EXTRA WORK ITEMS: NO.	Description	Pending Value	Approved Value	Prev. % Comp.	Prev. Progressed Amount	Curr. % Comp.	Total Complete	Current Billing
	Caisson Winter Heat	$ 49,700.00	$ 49,700.00	94%	$ 46,718.00	94%	$ 46,718.00	$ -
	Cutting Down of Piles	$ 36,750.00	$ 36,750.00	0%	$ -	0%	$ -	$ -
HC-01	T&M July 5th - Rock Elevation Change on W20 T&M July 6th - Water Inflow on S18 (REVISED July 26th)	$ 7,577.00	$ 7,577.00	100%	$ 7,577.00	100%	$ 7,577.00	$ -
HC-02	Caisson Changes from Tender to Oct 3rd, 2022	$ 181,192.00	$ 181,192.00	100%	$ 181,192.00	100%	$ 181,192.00	$ -
HC-03	Caisson Tremie (168 Holes)	$ 596,400.00	$ 596,400.00	88%	$ 524,832.00	88%	$ 524,832.00	$ -
HC-04	Shoring Changes from Tender to Oct 3rd, 2022	$ 183,006.00	$ 183,006.00	98%	$ 179,345.88	98%	$ 179,345.88	$ -
HC-05	Shoring Tremie (26 Holes)	$ 92,300.00	$ 92,300.00	100%	$ 92,300.00	100%	$ 92,300.00	$ -
HC-10	Credit to Buttcon for Concrete Use	$ (24,016.00)	$ (24,016.00)	100%	$ (24,016.00)	100%	$ (24,016.00)	$ -
HC-11	SI-005 Caisson Changes	$ 13,938.40	$ 13,938.40	100%	$ 13,938.40	100%	$ 13,938.40	$ -
HC-12	Credit to Buttcon for Gabbion Stone	$ (1,760.00)	$ (1,760.00)	100%	$ (1,760.00)	100%	$ (1,760.00)	$ -
HC-13	Credit to Buttcon for Concrete Use	$ (13,509.00)	$ (13,509.00)	100%	$ (13,509.00)	100%	$ (13,509.00)	$ -
HC-13	Credit to Buttcon for Hydro-Vac	$ (5,691.60)	$ (5,691.60)	100%	$ (5,691.60)	100%	$ (5,691.60)	$ -
HC-14	Add for Shoring at S1A and N40-N43 (Phase 2 moved to Phase 1)	$ 145,500.00	$ 145,500.00	98%	$ 142,590.00	98%	$ 142,590.00	$ -
HC-15	Line of Credit Payment	$ 6,000.00	$ 6,000.00	100%	$ 6,000.00	100%	$ 6,000.00	$ -
HC-16	Additional Tremie Costs for no guarantee on Phase 2 of project moving forward - (Caissons)	$ 90,720.00	$ 90,720.00	88%	$ 79,833.60	88%	$ 79,833.60	$ -
HC-16b	Additional Tremie Costs for no guarantee on Phase 2 of project moving forward - (Shoring)	$ 40,830.40	$ 40,830.40	100%	$ 40,830.40	100%	$ 40,830.40	$ -
HC-17	Corner Strut per Site Instruction 4 from RWH.	$ 29,010.96	$ 29,010.96	100%	$ 29,010.96	100%	$ 29,010.96	$ -
HC-18	RWH Monitoring Site Visits Since Project Shutdown (February 20, 2023)	$ 12,600.00	$ 12,600.00	76%	$ 9,600.00	100%	$ 12,600.00	$ 3,000.00
HC-19	Backfill Behind Shoring for Owner	$ 5,796.00	$ 5,796.00	0%	$ -	100%	$ 5,796.00	$ 5,796.00
	HC-02 to HC-05 Revised, HC-06-HC09 Removed SUBTOTALS	$ 1,446,344.16		$ 1,308,791.64		$ 1,317,587.64	$ 8,796.00
	TOTALS			$ 5,036,264.17		$ 5,045,060.17	$ 8,796.00

Changes

Change requests completed

Pending Extra Work	$ -	
Approved Extra Work	$ 1,446,344.16	
Revised Contract Value	$ 5,261,064.16	

Total Current Progress		$ 5,045,060.17
Total Previous Progress		$ 5,036,264.17
Total This Billing		$ 8,796.00
Less Holdback	10.00%	$ 879.60
TOTAL DUE THIS INVOICE		$ 7,916.40
HST	13%	$ 1,029.13
GRAND TOTAL		$ 8,945.53

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule L

Buttcon Limited Transmittal

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Submittal #31 41 10-7.0
31 41 10 - Shoring For Excavation

Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario L4K 5B8
Phone: (905) 907-4242
Fax: (905) 907-8096

Project: 1462C - Stanley District - Underground & Bldg. C
5528 Ferry St
Niagara Falls, Ontario L2G 3Y2

Updated Top Of Elevation Caisson Schedule

SPEC SECTION:	31 41 10 - Shoring For Excavation	**SUBMITTAL MANAGER:**	Caroline Zhang **(BUTTCON LIMITED)**
STATUS:	Open	**DATE CREATED:**	24/11/2022
ISSUE DATE:	24/11/2022	**REVISION:**	0
RESPONSIBLE CONTRACTOR:	HC MATCON INC.	**RECEIVED FROM:**	Jeff Norman
ACTUAL DATE REVIEW COMPLETED:		**ACTUAL DATE RETURNED:**	
LOCATION:	Building C	**COST CODE:**	
SUB JOB:		**TYPE:**	Schedule
APPROVERS:	Colm Brennan **(THORNTON TOMASETTI)**, Michael D'Aversa **(BUTTCON LIMITED)**, David Svoboda **(ACK Architects Inc.)**		

BALL IN COURT:
Caroline Zhang **(BUTTCON LIMITED)**

DISTRIBUTION:
David Svoboda **(ACK Architects Inc.)** , Gabriel Paiva **(BUTTCON LIMITED)** , Alberto Mazzei **(BUTTCON LIMITED)** , Connor Hill **(ACK Architects Inc.)**

DESCRIPTION:
Good Morning All

Please find attached for your review and approval, an update copy of HC Matcon's Top Of Caisson Elevation Scheduled for the project.

ATTACHMENTS:
31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf

SUBMITTAL WORKFLOW

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
Colm Brennan	Approver	24/11/2022	8/12/2022	29/12/2022	Approved as Noted	31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf	Comments: 1. There was some kind of disconnect here after the change in slab elevations, all pile elevations changed but highlighted in green in markup are too low but acceptable as rebar detailer has extended columns to match. 2. All elevations changed but highlighted in red must be modified - typically they are higher than the SOG at these locations.
Michael D'Aversa	Approver	24/11/2022	8/12/2022	28/11/2022	Supers Reviewed		Can we bubble changes moving forward typical

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Submittal #31 41 10-7.0 31 41 10 - Shoring For Excavation

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
							Thank You
David Svoboda	Approver	29/12/2022	8/12/2022	3/1/2023	Approved as Noted	31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf	Refer to notes in attached file.

BY DATE COPIES TO

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

TRANSMITTAL

BUTTCON LIMITED

8000 Jane Street, Tower B
Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242
Fax: (905) 907-8096

Date: November 25th 2022

Project Number: 1462c

Project Name: Stanley District

To: David Svoboda

Copies To: Michael D'Aversa

Attention: David Svoboda
290 Glendale Ave, St. Catharine's, ON L2T 2L3

The following ☐ Drawings ☐ Shop Drawings ☐ Product Data ☐ Samples ☐ Report ☐ Manuals

Submitted by BUTTCON LIMITED are being ☒ Forwarded ☐ Returned

Herewith, for ☒ Approval ☐ Checking ☐ Correction ☐ Construction ☐ Records

Note:

1. Notify this office immediately of any discrepancies. Per Alberto Mazzei

No. of Copies	Description	Remarks/Drawing No./Submittal No.
One (1) COPY	***Updated Top Of Elevation Caisson Schedule***	***31-41-10-007***

STRUCTURAL SUBMITTAL REVIEW

☐ APPROVED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ NOT APPROVED

THORNTON TOMASETTI'S APPROVAL IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY ACTION SHOWN IS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR: DIMENSIONS AND QUANTITIES WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE, FABRICATION PROCESSES AND TECHNIQUES OF THE CONSTRUCTION, COORDINATION OF THEIR WORK WITH THAT OF ALL OTHER TRADES AND THE SATISFACTORY PERFORMANCE OF THEIR WORK.

THIS REVIEW DOES NOT BROADEN OUR SCOPE OF SERVICES OR ELEVATE THE APPLICABLE STANDARD OF CARE.

Thornton Tomasetti

BY: TT/CMB DATE: 29 DEC 2022

ACK Architects Inc.

Reviewed [ ]

Reviewed As Noted [X]

Revise and Resubmit [ ]

Not Reviewed [ ]

Date: **01/03/2023**
Reviewed By: **David Svoboda**
COMMENTS IN BLUE

This review is for the sole purpose of ascertaining conformance with the general design. This review does not relieve the Contractor of the responsibility for errors or omissions in the shop drawings or of the responsibility to meet all requirements of the contract documents. The Contractor shall confirm all dimensions and coordinate all construction and the work of all subtrades.

BUTTCON LIMITED
SHOP DRAWING RECORD

PROJECT NO.	1462c
SUBMITTAL	31-41-10-007-0
CHECKED BY	A. Mazzei
DATE	11/24/2022

THIS REVIEW DOES NOT REMOVE THE SUBCONTRACTOR'S RESPONSBILITY FOR COMPLIANCE WITH PLANS AND SPECIFICATIONS

REVIEWED	✔
REVIEWED AS MODIFIED	
REVISE AND RESUBMIT	
FOR RECORD	

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

HCM

November 22nd, 2022

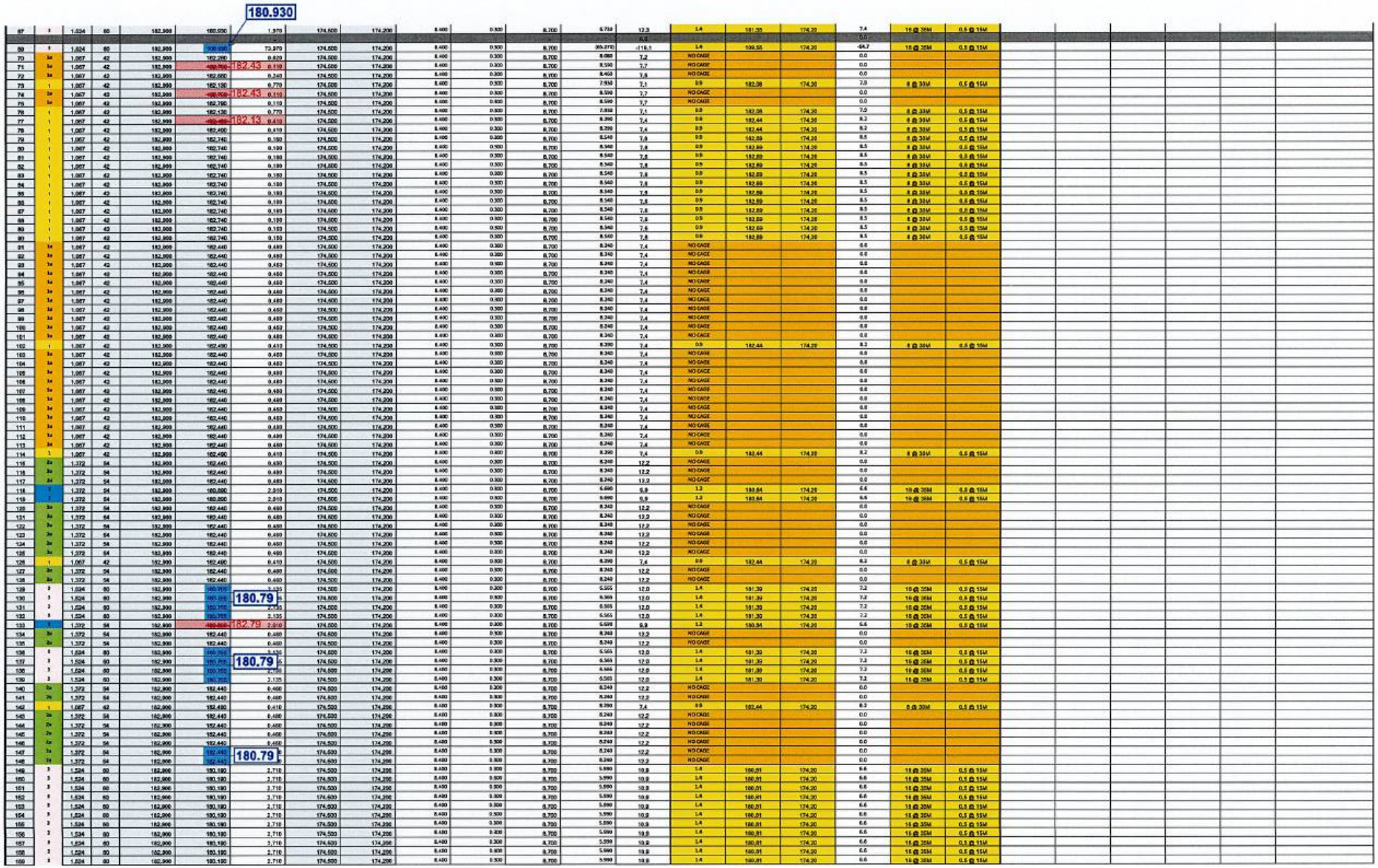
Top of Caisson per Dwgs 11/18/2022 12:01 ACB

CAISSON SCHEDULE

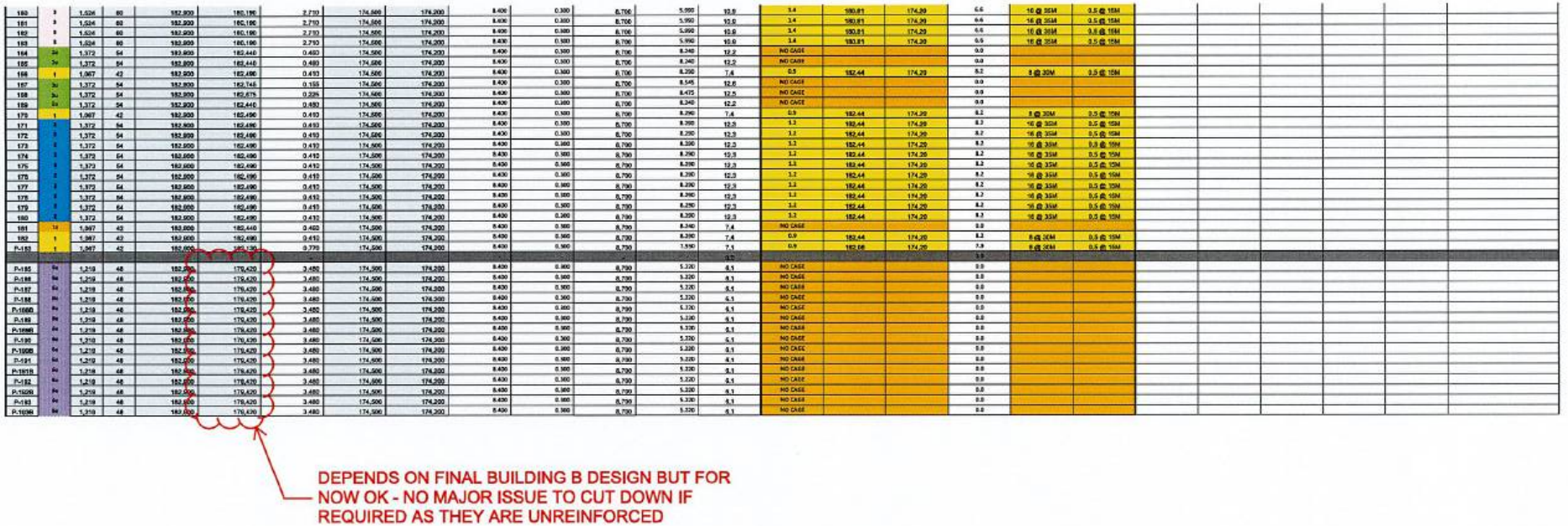
HC Matcon Inc.
Project No.: J20-051
Project Name: Stanley District
Location: Niagara Falls

CAISSON NO.	TYPE	SIZE (M)	SIZE (IN)	WORKING ELEVATION (M)	TOP OF CAISSON (M)	CUT-OFF (M)	TOP OF ROCK (M)	BOTTOM OF CAISSON (M)	OVERBURDEN DRILLING LENGTH (M)	ROCK SOCKET (M)	TOTAL DRILL LENGTH (M)	CAISSON LENGTH (M)	CONCRETE VOLUME (M3)	REBAR CAGE: CAGE DIA. (M)	REBAR CAGE: TOP OF REBAR (M)	REBAR CAGE: BOTTOM OF CAGE (M)	REBAR CAGE: CAGE LENGTH (M)	REBAR CAGE: SHAFT REIN	REBAR CAGE: TIES	AS BUILT INFORMATION: WORKING ELEVATION (M)	AS BUILT INFORMATION: TOP OF CAISSON (M)	AS BUILT INFORMATION: TOP OF ROCK (M)	AS BUILT INFORMATION: BOTTOM OF CAISSON (M)	AS BUILT INFORMATION: CONCRETE VOLUME (M3)	AS BUILT INFORMATION: DATE INSTALLED
1	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.05	174.20	7.4	16 @ 35M	0.5 @ 15M						
2	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.05	174.20	7.4	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
													0.0				0.0								
6	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.05	174.20	7.4	16 @ 35M	0.5 @ 15M						
8	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.05	174.20	7.4	16 @ 35M	0.5 @ 15M						
7	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
5	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
9	1	1.067	42	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	7.1	0.9	182.08	174.20	7.9	8 @ 30M	0.5 @ 15M						
10	1	1.067	42	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	7.1	0.9	182.08	174.20	7.9	8 @ 30M	0.5 @ 15M						
11	1	1.067	42	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	7.1	0.9	182.08	174.20	7.9	8 @ 30M	0.5 @ 15M						
													0.0				0.0								
13	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
14	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
15	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
16	2	1.372	54	182.900	182.130	0.770	174.500	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
17	1a	1.067	42	182.900	182.450	0.450	174.600	174.200	6.400	0.300	6.700	8.250	7.4	NO CAGE			0.0								
18	1	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.540	7.6	0.9	182.69	174.20	8.5	8 @ 30M	0.5 @ 15M						
19	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
20	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
21	3	1.524	60	182.900	179.580	3.320	174.500	174.200	6.400	0.300	6.700	6.380	9.8	1.4	180.20	174.20	6.0	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
25	3	1.524	60	182.900	179.580	3.320	174.600	174.200	6.400	0.300	6.700	6.380	9.8	1.4	180.20	174.20	6.0	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
													0.0				0.0								
													0.0				0.0								
27	3	1.524	60	182.900	179.580	3.320	174.500	174.200	6.400	0.300	6.700	6.380	9.8	1.4	180.20	174.20	6.0	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
29	3	1.524	60	182.900	179.580	3.320	174.600	174.200	6.400	0.300	6.700	6.380	9.8	1.4	180.20	174.20	6.0	16 @ 35M	0.5 @ 15M						
30	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	7.2	NO CAGE			0.0								
31	1a	1.067	42	182.900	182.450	0.450	174.500	174.200	6.400	0.300	6.700	8.250	7.4	NO CAGE			0.0								
32	1	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.540	7.6	0.9	182.69	174.20	8.5	8 @ 30M	0.5 @ 15M						
33	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
34	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
35	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
36	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
37	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	7.2	NO CAGE			0.0								
38	1a	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
39	1a	1.067	42	182.900	182.660	0.240	174.600	174.200	6.400	0.300	6.700	8.460	7.6	NO CAGE			0.0								
40	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
41	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
42	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
43	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
44	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	7.2	NO CAGE			0.0								
45	1a	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
46	1a	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
47	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
48	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
49	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
50	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
51	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	7.2	NO CAGE			0.0								
52	1a	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
53	1a	1.067	42	182.900	182.660	0.240	174.600	174.200	6.400	0.300	6.700	8.460	7.6	NO CAGE			0.0								
54	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
55	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
56	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
57	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	11.9	NO CAGE			0.0								
58	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	6.400	0.300	6.700	8.080	7.2	NO CAGE			0.0								
59	1a	1.067	42	182.900	182.730	0.180	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
60	1a	1.067	42	182.900	182.790	0.110	174.600	174.200	6.400	0.300	6.700	8.530	7.7	NO CAGE			0.0								
61	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
62	2	1.372	54	182.900	182.130	0.770	174.600	174.200	6.400	0.300	6.700	7.930	11.7	1.2	182.08	174.20	7.9	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
64	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.55	174.20	7.4	16 @ 35M	0.5 @ 15M						
													0.0				0.0								
66	3	1.524	60	182.900	180.830	1.970	174.600	174.200	6.400	0.300	6.700	6.730	12.3	1.4	181.55	174.20	7.4	16 @ 35M	0.5 @ 15M						

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

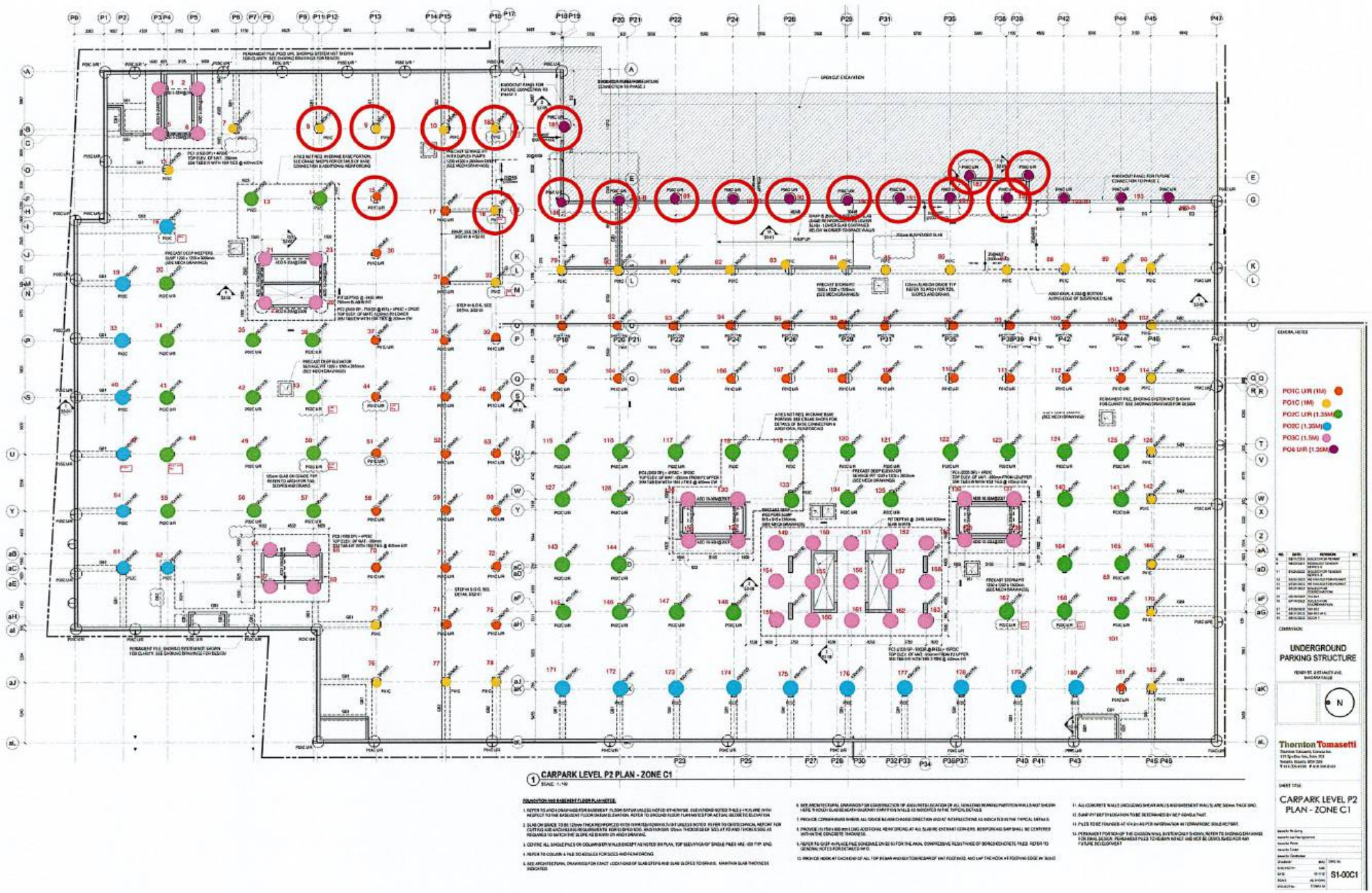


Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



DEPENDS ON FINAL BUILDING B DESIGN BUT FOR NOW OK - NO MAJOR ISSUE TO CUT DOWN IF REQUIRED AS THEY ARE UNREINFORCED

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



1 CARPARK LEVEL P2 PLAN - ZONE C1
SCALE: 1:150

FOUNDATION AND BASEMENT FLOOR PLAN NOTES:

1. REFER TO AND 4 DRAWINGS FOR BASEMENT FLOOR DATUM UNLESS NOTED OTHERWISE. ELEVATIONS NOTED THUS (-) HOLDS ARE WITH RESPECT TO THE BASEMENT FLOOR DATUM ELEVATION. REFER TO GROUND FLOOR PLAN NOTES FOR ACTUAL SLOOTS ELEVATION
2. SLAB ON GRADE TO BE 125mm THICK REINFORCED WITH SYNTHETIC FIBRES (NOMINAL DOSE) UNLESS NOTED. REFER TO GEOTECHNICAL REPORT FOR CUTTING AND ANCHORING REQUIREMENTS FOR EXPANSIVE SOILS. WHERE SHOWN 150mm THICKNESS OF SOG AT PERIMETER WALLS AS REQUIRED TO MATCH THE SLOPE AS SHOWN ON ARCH DRAWING.
3. CENTRE ALL SINGLE PILES ON COLUMNS OR WALLS EXCEPT AS NOTED ON PLAN. TOP ELEVATION OF SINGLE PILES ARE -200 TYP. UNO.
4. REFER TO COLUMN & PILE SCHEDULES FOR SIZES AND REINFORCING
5. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF SLAB STEPS AND SLAB SLOPES TO DRAINS. MINIMUM SLAB THICKNESS INDICATED
6. SEE ARCHITECTURAL DRAWINGS FOR CONSTRUCTION OF AND ACTUAL LOCATION OF ALL NON-LOAD BEARING PARTITION WALLS NOT SHOWN HERE. WHERE SLAB OR BEAM IS ADJACENT PARTITION WALLS AS INDICATED IN THE TYPICAL DETAILS
7. PROVIDE CORNER BARS WHERE ALL GRADE BEAMS CHANGE DIRECTION AND AT INTERSECTIONS AS INDICATED IN THE TYPICAL DETAILS.
8. PROVIDE (1) 1500 x 600 mm LONG ADDITIONAL HEAVY BARS AT ALL SUBSOIL ENTRANT CORNERS. REINFORCING BAR SHALL BE CENTRED WITH IN THE CONCRETE THICKNESS.
9. REFER TO GIGT-INFLUENCE PILE SCHEDULE ON SD 10 FOR THE AXIAL COMPRESSIVE RESISTANCE OF BORED CONCRETE PILES. REFER TO GENERAL NOTES FOR DETAILS (HH 0)
10. PROVIDE HOOK AT EACH END OF ALL TOP BEAM AND BOTTOM BEAM OF RAFT FOOTINGS, AND LAP THE HOOK AT FOOTING EDGE IN SOLID
11. ALL CONCRETE WALLS (INCLUDING SHEAR WALLS AND RETAINING WALLS) ARE 300mm THICK UNO.
12. SUMP PIT DEPTH LOCATION TO BE DETERMINED BY HEP CONSULTANT.
13. PILES TO BE FOUNDED AT RL+ 2m AS PER INFORMATION IN GEOMATRIX SOILS REPORT.
14. PERMANENT PORTION OF THE CANTILEVER WALL SYSTEM (SOLDIER PILES, RETAINING PANELS AND TIEBACKS) FOR FINAL DESIGN. PERMANENT PILES TO BE USED IN PART AND NOT BE DEMOLISHED FOR ANY FUTURE DEVELOPMENT

GENERAL NOTES

PO1C U/R (1M)
PO1C (1M)
PO2C U/R (1.35M)
PO2C (1.35M)
PO3C (1.5M)
PO4 U/R (1.35M)

UNDERGROUND PARKING STRUCTURE

Thornton Tomasetti

CARPARK LEVEL P2 PLAN - ZONE C1

S1-00C1

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule M

Sketch showing elevation information at 5528 Ferry Street

Docusign Envelope ID: F2D9D0A4-5645-4692-A858-9F19E157959A



SKETCH SHOWING ELEVATION INFORMATION AT 5528 FERRY STREET REGIONAL MUNICIPALITY OF NIAGARA NIAGARA FALLS

SCALE 1 : 100

3m 0 3 6 9 12 15m

© COPYRIGHT 2023
ROUSE SURVEYORS INC.

METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

CAUTION THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

SKETCH THIS SKETCH IS AN ORIGINAL IF EMBOSSED BY THE SURVEYOR`S REAL OR IF IT IS PDF CERTIFIED IN AN ELETRONIC VERSION

NOTES GRIDLINE INFORMATION TAKEN FROM AUTOCAD DRAWING "2022-06-30 (2022) ST ANDLEY DISTRICT _PLAN_REV7.DWG", PROVIDED BY BUTTGOR ON JUNE 30, 2022.

BENCH MARK NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO: CANADIAN GEODETIC VERTICAL DATUM (PRE 1978 ADJUSTMENT) AND ARE DERIVED FROM BENCH MARK No 001190U0553 HAVING A PUBLISHED ELEVATION OF 190.787 METERS.

LEGEND

- CHAIN LINK FENCE
- PROPERTY LINE
- GRID LINES
- ELEVATION SPOT

THE FIELD WORK WAS COMPLETED ON FEBRUARY 16, 2023.

ROUSE •EST. 2010• TORONTO • SURVEYORS INC.
2680 Matheson Blvd. E., Suite 102 Mississauga, ON L4W 0A5
1416-596-3531 | 647-476-7940 WWW.ROUSESURVEYORS.COM

DRAWN BY: SJIFR	CHECKED BY: WS	REFERENCE NO. 21-272-03 A2
FILE: S:\JOBS\2127203\DWG\2127201A2.DWG		DATED: MARCH 02, 2022

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule N

Shoring drawings by RWH Engineering Inc.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

NOTES

A. Design Parameters:

Soils:
γ = 21 kN/m³
Ka = 0.31 For Soil
0.5 Next to Adjacent Buildings
Kp = 3.25
q = 12 kPa

1. Shoring design is based on drained conditions (i.e. No hydrostatic forces).
2. Shoring designs are intended to be temporary and have a limited design life. Design assumes the permanent structure be constructed within 12 months upon completion of excavation.
3. Any proposed supernormal loads such as crane outriggers or excavators applied to the top of the shoring, other than indicated on these drawings, must be provided for review and acceptance by RWH prior to placement.
4. Design is based on the assumption that the existing structure foundation configurations, elevations and loads (if specified) as indicated on the shoring drawings are correct. Should any of these assumptions change a redesign of the shoring may be required.
5. Anchor design adhesion = 75 kN/m for post grouted soil anchors. To be verified by testing. Testing program to be prepared by RWH.
6. Design is in accordance with the structural requirements of the Ontario Building Code and the Canadian Highway Bridge Design Code.
7. All work is to be carried out in accordance with the Occupational Health and Safety Act.

B. Materials:

8. Structural steel design, connections, fabrication and erection is to conform to requirements of CSA S16.1, S136, the Canadian Institute of Steel Construction (CISC) "Code of Standard Practice for Buildings".
9. Structural steel to be new or sound material and conform to CSA CAN3-G40.21, Grade 350W for wide flanges, channel and hollow structural sections and Grade 300W minimum for plates, angles and all other shapes.
10. Alternative sections or grades of equivalent strength may be substituted subject to approval by RWH.
11. Welding to conform to CSA W59 and be performed by certified welders.
12. Concrete strengths to be as follows unless noted:

Piles and Lagging-Temporary Shoring:
Pile Toes ..... 15.0 MPa;
Fill Above Pile Toes ..... 0.4 MPa;

Piles and Lagging-Permanent Shoring (12006):
Pile Toes ..... 25.0 MPa;
Fill Above Pile Toes ..... 0.4 MPa;

Caisson Wall:
Pile Toes ..... 4.0 MPa;
Fill Above Pile Toes ..... 4.0 MPa;
Fillers ..... 4.0 MPa;

Anchorages ..... 30.0 MPa.

Note: Both anchorage grout and shotcrete are to reach 50% of the final strength at three days.

13. Concrete materials, mixing, handling, design, formwork, rebar, placement, cutting and finishing to comply with CSA CAN3-A23.1, 2 & 3, unless modified in writing by RWH.
14. Anchors shall be fabricated from the following materials: ASTM A722 830/1035MPa (designated by diameter in mm i.e. 35mm Threadbar) or ASTM A615 517/620MPa (designated by # i.e. #11 Threadbar) or ASTM A615 500MPa (designated by R#) or ASTM A416 Fu=1860 MPa, A=140mm² per strand (designated as Strand). Exact sizes as shown in sections or when not shown to be chosen later for loads shown in the schedule.
15. Welded wire mesh to be 102 x 102 MW 11.1 x MW 11.1 (4 x 4 - 9/9) U/N to C.S.A G30.18, 400 Grade, continuous across the face of the shotcrete. Rebar to be 400 Grade to CSA G30.18.
16. Shotcrete materials and installation to conform to ACI 506.2-95 "Specifications for Materials, Proportioning and Application of Shotcrete" and ACI 306 "Cold Weather Concreting" unless noted. Shotcrete strengths to be 30MPa at 28 days, 14MPa at 3 days and 7MPa at 1 day. Shotcrete thickness to be as shown on the drawings. Apply shotcrete to achieve a solid, voidless mass with a smooth surface.
17. Lagging to be 75mm timber lagging unless noted otherwise.

C. Piles and Lagging and Caisson Wall Construction Procedures:

18. Drill holes to sizes and depths indicated employing liners, mud drilling and/or other methods as required to avoid the ingress of soil or groundwater. Install piles plumb and to line. Fill holes with concrete strength as specified above.
19. Pile to be installed within 75mm tolerance from plan location and pile to be plumb within 0.5% of the excavated height in all directions.
20. Excavate in stages to suit shoring work.
21. Excavate installing lagging in maximum 1500mm lifts or as specified by RWH. Should caving or raveling occur, reduce lift height. Leave a 1:1 berm above the excavation elevation. Leave no excavation open overnight. In the case of caisson wall trim face as required.
22. Where timber lagging is used, fill all voids behind lagging with excavated or imported granular material rammed in place or use lean mix.
23. Do not excavate more than 600mm maximum below support level. Install tiebacks, walers, rakers, raker pads and/or struts as specified on the drawings. Walers to be installed prior to raker and strut installation.
24. Tieback drilling method to be selected to prevent ground loss.
25. When grouting tiebacks, if grout takes are observed to be higher than the theoretical volume RWH to be notified prior to continuing with installation.
26. In advance allow for anchor performance load test to 200% of the design load. Perform one load test along each shoring wall or as directed by RWH. Allow for additional strand/bar capacity as required to facilitate testing. Production tieback lengths may require modification based on testing results. RWH to be present during performance testing.
27. Proof test all anchors to 133% of the design load shown in section or schedule not less than 72 hours after installation. Anchor must hold load for 10 minutes with less than 2mm creep. Lock off anchor at 105% of the design load. RWH to be present during anchor stressing.
28. Maintain tieback strands/bars in good order to allow for re-stressing if necessary.
29. Pre-load all rakers installed adjacent to an existing building or as specified. Rakers to be pre-loaded to 50% of the design load not less than 72 hours after installation under typical conditions.
30. Tiebacks, braces and/or rakers are to be installed without delay to minimize shoring movements.
31. Do not continue excavation until support installation is complete and/or design load locked off in the case of tiebacks or preloaded (if required) in the case of rakers and braces.
32. Continue to final excavation level following the same procedure as outlined above.
33. Construct the basement structures and ground floor slab. Properly backfill the completed structures to grade.
34. Removal of any shoring elements to be reviewed and approved by RWH prior to proceeding with work.
35. In the case of piles and lagging, in wet ground provide spacers to create 10mm gaps between individual lagging boards, place filter material behind lagging to allow passage of water without loss of soil fines.
36. In the case of caisson wall, in wet ground install weep holes. Weep holes are intended to provide drainage for relief of hydrostatic pressure behind the caisson wall. Minimum 50mm dia. holes at 3000mm c/c each way or as directed by RWH.

D. General Contractor:

37. Complete a pre-construction condition survey of all adjacent structures within the influence of the excavation.
38. Verify the existing foundation configurations and elevations of all adjacent structures during the demolition phase of the work. Report any discrepancies to RWH prior to the start of the shoring installation.
39. Secure appropriate encroachment agreements and permits where shoring components extend beyond the project property limits.
40. Elevation of site grades and underside of footings to be coordinated with structural and architectural drawings by the General Contractor prior to the beginning of shoring installation.
41. Locate and identify all existing underground and/or overhead services and structures within the influence of the shoring. General Contractor to confirm location of services as shown on the drawings in both plan and elevation. All services to be checked against service drawings and site locates provided by One Call Locates. Inverts of services must be checked on site at manholes and other available locations.
42. Confirm in writing that no discrepancies exist from the information presented on the drawings. Report any discrepancies and/or additional services discovered and advise of any potential interferences with shoring components to RWH prior to the beginning of shoring works. General Contractor to protect, relocate or replace services as required.
43. Excavate in advance to remove any underground obstructions that will interfere with shoring installation, backfill and compact voids.
44. Reduce grade to top of shoring. Provide and maintain a level working surface adequate for shoring equipment and build up working platforms as required.
45. Provide layout information such that shoring elements can be located and constructed in all three dimensions. Layout shoring including all pile locations and check all dimensions. General location of shoring and building layout to be done from architectural drawings. Do not use shoring drawings alone to lay out piles. Report any discrepancies or inconsistencies to RWH prior to proceeding with shoring installation.
46. Excavation must be kept dry at all times, where necessary de-water in advance to lower the water table to a minimum of 1m below the lowest excavation level to eliminate negative impact on shoring operations. Shoring is not designed to accommodate a water table above the bottom of excavation or to retain water unless specified otherwise.
47. Protect shoring and/or soil face from erosion as required. Redirect water away from the top of the shoring as required to prevent material washout behind the shoring wall.
48. Protect shoring and/or soil face from the effects of freezing as required. Minimum R2 frost blankets must be available on site should use be necessary. Heating may be required to combat frost effects.

E. Excavation:

49. General Contractor to flag installed shoring system below grade prior to excavation. Excavator to dig in lifts and follow procedures as outlined in the shoring construction procedures and the configurations of typical excavation berming details when shown on the drawings. Do not over-excavate beyond the design or Shoring Contractors requirements.
50. General Contractor to supervise Excavators trim line at shoring face. Do not excavate within 3000mm of shoring face unless Shoring Contractor is present.
51. Excavator to exercise care when digging near stressed anchors and rakers.
52. Excavator to report any wall breaches or shoring damage immediately. Backfill and berm material at any such locations and report to the Shoring Contractor, General Contractor and RWH. Do not continue with further excavation in the area.

F. Monitoring (By RWH):

53. Provide complete vertical and horizontal movement precision monitoring of the shoring. Monitoring shall include but is not limited to the following:
    a. Unless otherwise noted provide targets at the top of every second pile (minimum) or on the top row of every second panel in the case of shotcrete shoring. Installation of inclinometers at the discretion of RWH.

       On shoring wall install one inclinometer in the middle of the wall or as indicated on the shoring drawings. Inclinometer depth to be to the base of the pile toe.
    b. Take target readings with an accuracy of ± 2mm for vertical and horizontal movement. Readings to be taken weekly during active excavation activities or as otherwise specified by RWH. At the discretion of RWH, and if felt necessary for the safety of the project, readings be taken more frequently and/or at critical stages of the excavation. Monitoring frequency throughout construction to be stepped down as directed by RWH.
    c. Express the readings clearly in spreadsheet and graphical form and in mm only. Positive movements are into the excavation and down. For each weekly reading the spreadsheet should show the location change of each target from the last reading and from the first reading. The spreadsheet should also show the reading history.
    d. Provide preconstruction survey of all adjacent structures that are in the influence of the excavation and/or may be affected by shoring operations (by others). Provide target monitoring of all buildings to detect damage or settlement for the duration of shoring operations. Readings to be taken weekly during active excavation activities or as otherwise specified by RWH. Monitoring frequency throughout construction to be stepped down at the discretion of RWH.
    e. If targets are found to be obstructed or damaged at a reading, reestablish before next reading and report to RWH.

G. References:

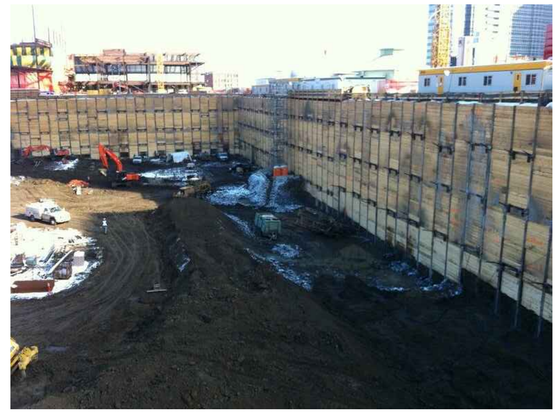
54. Geotechnical Report:
As produced by Terraprobe dated October 10, 2019 File Number: T-19-00065-01-R2.
55. Structural:
Drawings SI-00A1, SI-00A2, SI-00B1, SI-00B2, SI-02A1 to SI-02C1, SI-00C1, S2-03 to S2-05, and S3-04 to S3-07 dated 08/24/2020 by Thorton Tomasetti.
56. Architectural:
Drawings SP1, U2.1 to U2.2 and U3.1 to U3.4 dated July 10 2020 by ACK Architects.
57. Civil:
Drawings C1 and C2 dated Jun. 24 2020 by Hallex Engineering Ltd.

Structural, Architectural and Geotechnical Consultants to check that documents noted above have not significantly changed.

PILE SCHEDULE

Pile No.	Pile Size	Top of Pile Elev.	Bottom of Pile Elev.	Length (mm)	Hole Diameter (mm)
NORTH WALL					
N1	W410x85	189.78	175.01	14770	1200
N2-N5	W610x82	189.67	178.83	10840	880
N6	W410x85	189.67	175.06	14610	1200
N7-N9	W610x82	189.67	178.83	10840	880
N10	W410x85	189.67	175.11	14560	1200
N11-N13	W610x82	189.67	178.83	10840	880
N14	W410x85	189.67	175.15	14520	1200
N15	W610x82	189.67	178.83	10840	880
N16	W410x85	189.67	175.18	14490	1200
N17-21	W610x82	189.67	178.83	10840	880
N22	W410x85	189.40	175.24	14160	1200
N23-N25	W610x92	189.57	178.83	10740	880
N26	W410x114	189.57	174.98	14590	1200
N27-N30	W610x92	189.73	178.83	10900	880
N31	W410x114	189.95	174.73	15220	1200
N32-N35	W610x82	189.95	178.83	11120	880
N36	2-W410x60	189.95	174.47	15480	1200
N37-N39	W610x82	189.95	179.19	10760	880
N40	W410x85	189.95	174.59	15360	1200
N41-N44	W610x82	189.95	179.19	10760	880
N45	W410x85	189.95	174.86	15090	1200
EAST WALL					
E1-E3	W610x82	189.91	179.19	10720	880
E4	W410x100	190.36	175.00	15360	1200
E5-E7	W610x82	190.36	179.19	11170	880
E8	W410x100	190.36	175.05	15310	1200
E9-E11	W610x82	190.36	179.19	11170	880
E12	W410x100	190.63	175.14	15490	1200
E13-E16	W610x82	190.63	179.19	11440	880
E17	W410x114	191.00	175.25	15750	1200
E18-E20	W610x92	191.00	178.69	12310	880
E21	W410x114	191.00	175.35	15650	1200
E22	W610x92	191.25	178.69	12560	880
E23-E24	W610x92	191.54	178.69	12850	880
E25	W410x85	190.36	175.45	14910	1200
SOUTH WALL					
S1-S3	W610x82	191.52	179.19	12330	880
S4	W410x114	191.52	175.09	16430	1200
S5-S7	W610x82	191.52	179.19	12330	880
S8	W410x114	191.52	174.72	16800	1200
S9-S11	W610x82	191.62	179.19	12430	880
S12	W410x114	191.62	174.36	17260	1200
S13-S15	W610x82	191.62	179.19	12430	880
S16	W410x114	191.53	174.03	17500	1200
S17-S19	W610x82	191.53	179.19	12340	880
S20	W410x114	191.53	173.76	17770	1200
S21-S23	W610x82	191.53	179.19	12340	880
S24	W410x85	191.78	173.55	18230	1200
S25-S27	W610x92	192.18	179.19	17770	880
S28	W410x85	192.18	173.33	18850	1200
S29-S31	W610x92	192.18	179.19	18850	880
S32	W410x85	191.97	173.10	18870	1200

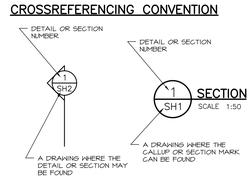
WEST WALL					
W1-W2	W610x82	191.79	179.19	12600	880
W3	W610x82	191.64	179.19	12450	880
W4	W410x85	191.64	173.32	18320	1200
W5	W610x82	191.64	179.19	12450	880
W6-W7	W610x92	191.44	179.19	12250	880
W8	W410x114	191.44	173.57	17870	1200
W9-W11	W610x92	191.44	179.19	12250	880
W12	W410x114	191.20	173.82	17380	1200
W13-W15	W610x92	191.20	178.69	12510	880
W16	W410x114	191.20	174.06	17140	1200
W17-W19	W610x82	190.76	179.19	11570	880
W20	W410x114	190.76	174.36	17770	1200
W21-W23	W610x82	190.76	179.19	11570	880
W24	W410x114	190.76	174.56	16200	1200
W25-W27	W610x82	190.42	178.83	17770	880
W28	W410x114	190.42	174.81	18850	1200
W29-W30	W610x82	190.42	178.83	11590	880
W31	W410x85	190.22	175.01	15210	1200
W32-W34	W610x82	190.20	178.83	17770	880
W35	2-W410x60	190.20	175.01	18850	1200
W36-W38	W610x82	190.20	178.83	11370	880
W39	W410x114	190.20	175.01	15190	1200
W40	W610x82	190.20	178.83	11370	880
W41-W44	W310x79	189.95	178.83	11120	880



TIEBACK SCHEDULE

Tieback No./Pile No.	Elevation	Angle (deg.)	Load (kN)	Tieback Diameter (mm)	Free Length (mm)	Bond Length (mm)	Approx. Total Anchor Length (mm)	Bar Type	Quantity
NORTH WALL									
NA4-NA19	186.90	25	405	150	3200	5500	8700	3 STRANDS	16
NA25-NA31	186.90	25	700	150	3200	9500	12700	5 STRANDS	7
NA32-NA35	187.25	20	425	150	3400	6000	9400	3 STRANDS	4
NA36-NA42	187.25	20	400	150	3200	5500	8700	3 STRANDS	7
EAST WALL									
EA3	187.25	20	400	150	3200	5500	8700	3 STRANDS	1
EA4-EA17	187.65	25	500	150	3400	7000	10400	4 STRANDS	14
EA18-EA21	188.00	25	525	150	3600	7000	10600	4 STRANDS	4
EA22	188.50	25	800	150	3900	11000	14900	6 STRANDS	1
SOUTH WALL									
SA3-SA23	188.50	20	800	150	3900	11000	14900	6 STRANDS	21
SA24-SA30	189.55	20	550	150	4200	7500	11700	4 STRANDS	7
SB24-SB30	185.95	20	500	150	2500	7000	9500	4 STRANDS	7
WEST WALL									
WA2-WA4	189.55	25	500	150	4100	7000	11100	4 STRANDS	3
WA5-WA16	188.30	20	775	150	3800	10500	14300	5 STRANDS	12
WA17-WA24	187.90	20	500	150	3600	7000	10600	4 STRANDS	8
WA25-WA39	187.55	20	500	150	3400	7000	10400	4 STRANDS	12
WA40-WA42	187.55	20	450	150	3300	6000	9300	3 STRANDS	3
WB2-WB4	185.95	20	500	150	2500	7000	9500	4 STRANDS	7
WB41-WB42	184.95	20	300	150	1900	4000	5900	3 STRANDS	2

CROSSREFERENCING CONVENTION



No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp



Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
128 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-8313, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

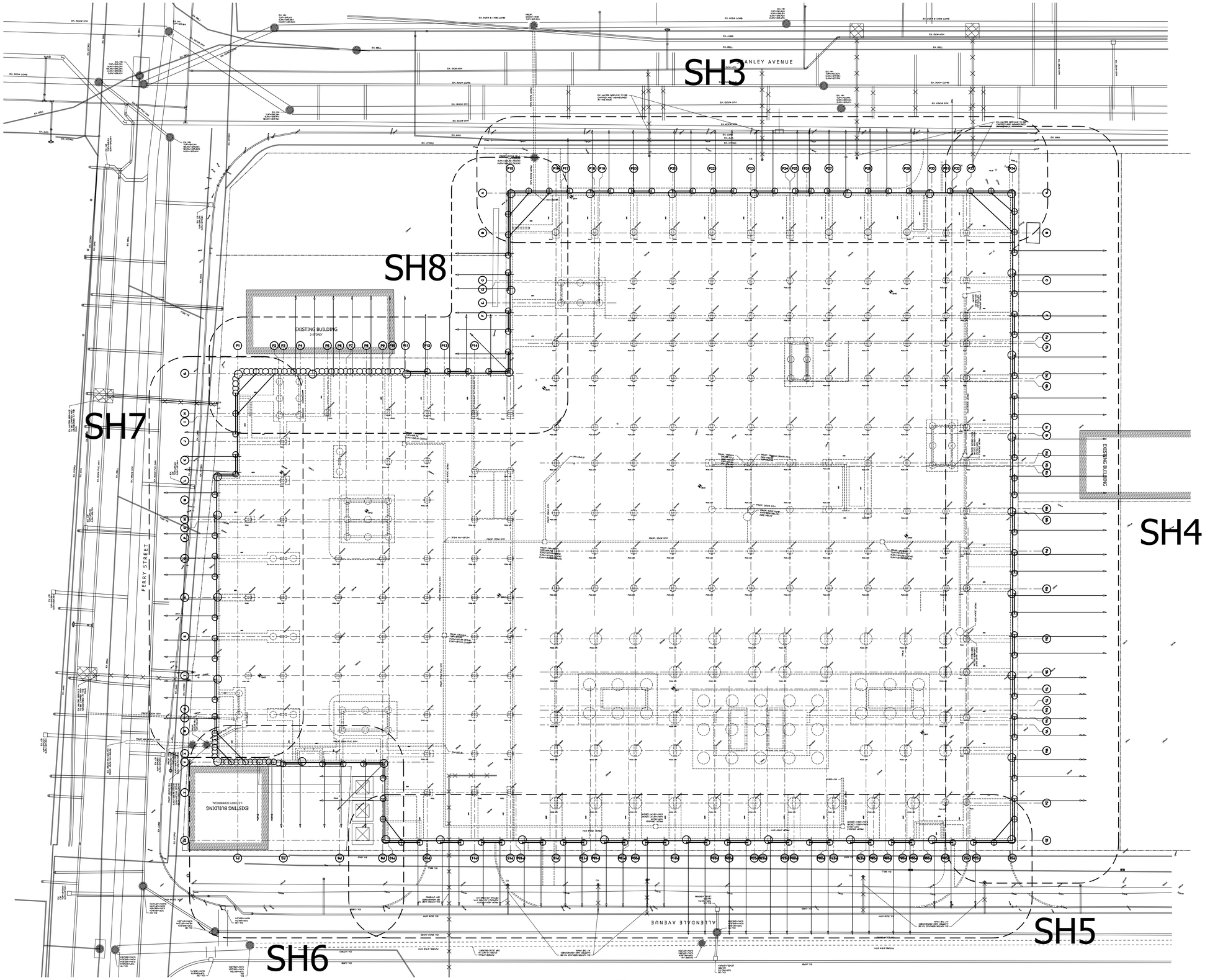
Drawing Title

KEY PLAN

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH1

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\P20-073_STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG October 20, 2020 5:21:46 PM



1 / SH2 KEY PLAN
SCALE 1:200

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

J. V. WEIX 100132919 — PROFESSIONAL ENGINEER — PROVINCE OF ONTARIO

K.DENBRABER 100188629 — PROFESSIONAL ENGINEER — PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
126 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8313, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

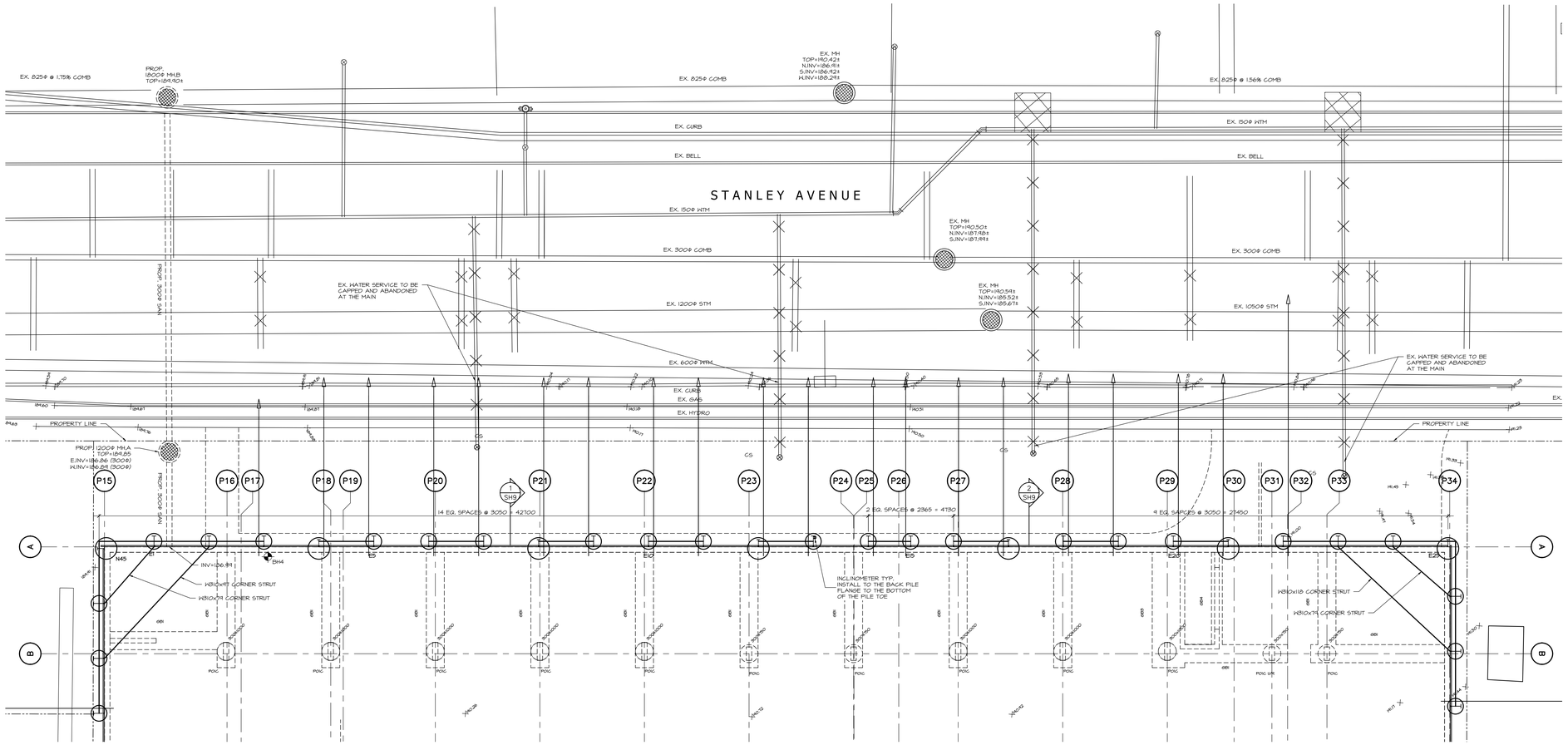
Drawing Title

KEY PLAN

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH2

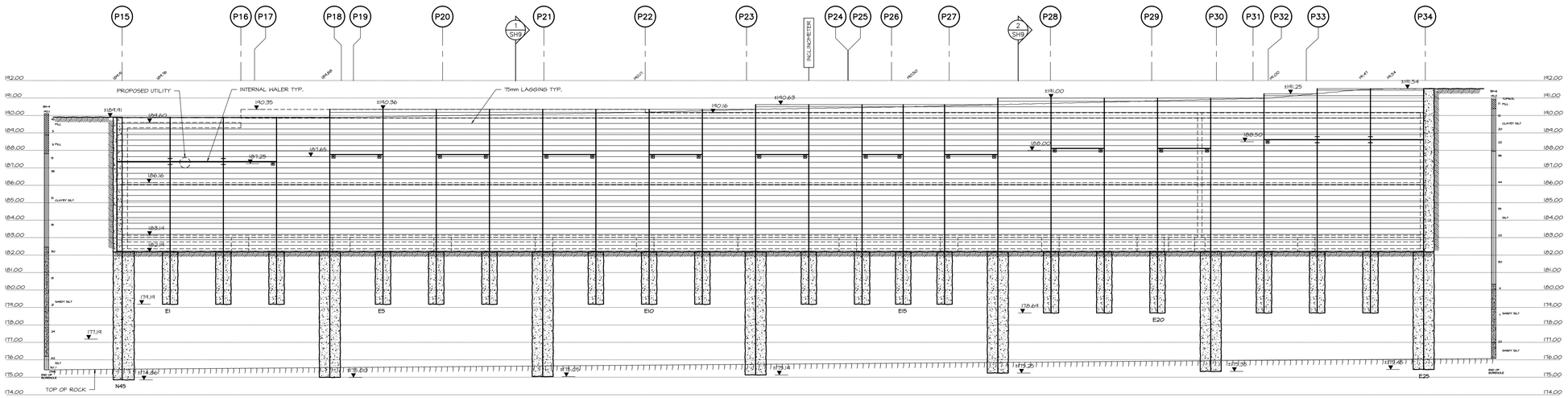
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 20, 2020 5:21:57 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG



1 SH3 PLAN (EAST WALL)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH3 ELEVATION (EAST WALL)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes
THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp
LICENSED PROFESSIONAL ENGINEER K.K. WOX 100133919 PROVINCE OF ONTARIO
LICENSED PROFESSIONAL ENGINEER K.DEMBRABER 100188929 PROVINCE OF ONTARIO

Client
HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant
RWH ENGINEERING INC
126 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8313, Fax (519) 740-7091

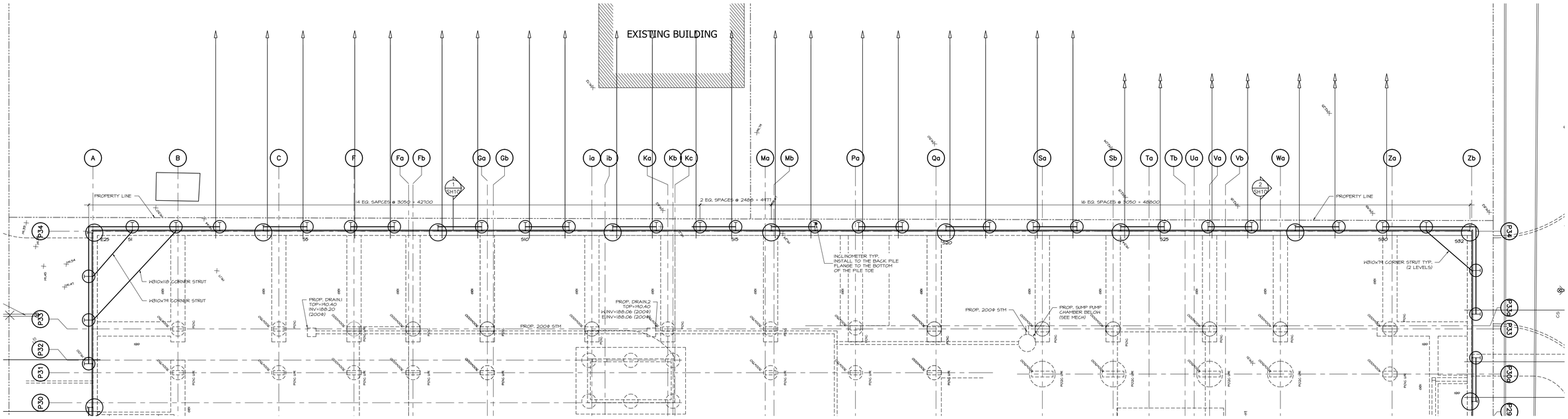
Project
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title
PLAN AND ELEVATION (EAST WALL)

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH3

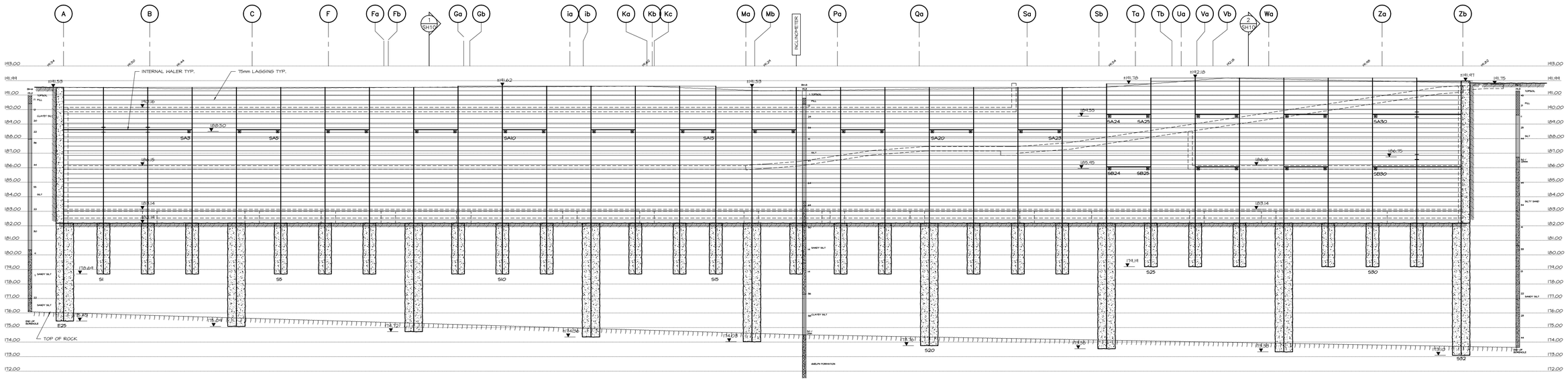
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 20, 2020 5:22:12 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG



1 / SH4 PLAN (SOUTH WALL)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 / SH4 ELEVATION (SOUTH WALL)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

PROFESSIONAL ENGINEER — K. R. WEIX — 100132919 — PROVINCE OF ONTARIO

PROFESSIONAL ENGINEER — K.DENBRABER — 100188629 — PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
126 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8313, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

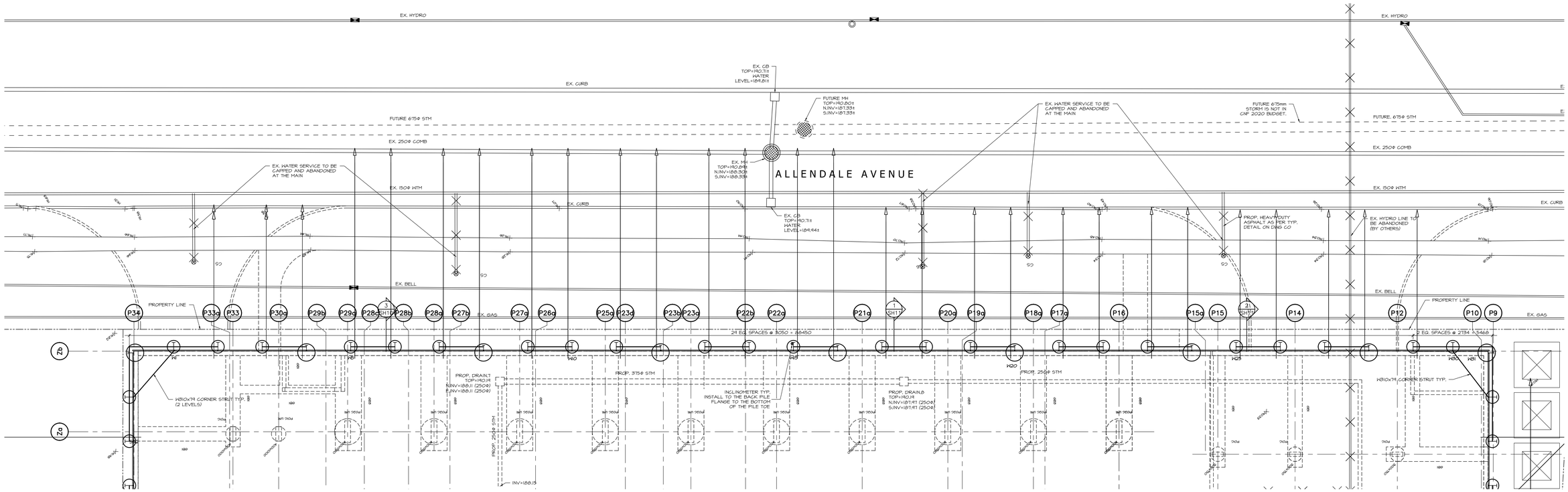
Drawing Title

PLAN AND ELEVATION (SOUTH WALL)

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH4

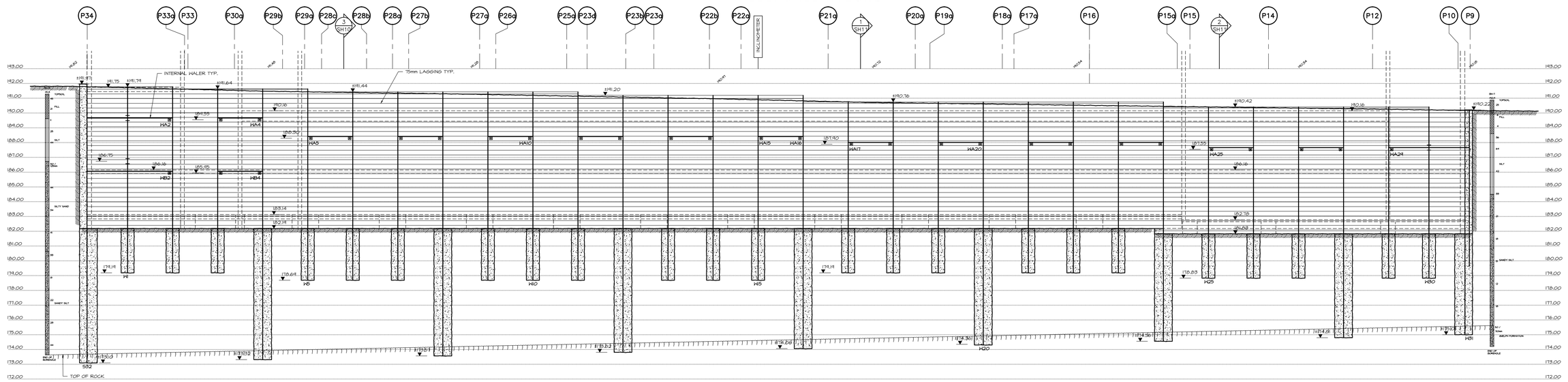
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 20, 2020 5:22:25 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\V20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REVT.DWG



1 / SH5 PLAN (WEST WALL 1)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 / SH5 ELEVATION (WEST WALL 1)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes
THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp
LICENCED PROFESSIONAL ENGINEER A. R. WEIK 100132819 PROVINCE OF ONTARIO
LICENCED PROFESSIONAL ENGINEER K.DEDRABER 100188929 PROVINCE OF ONTARIO

Client
HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant
RWH ENGINEERING INC
126 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-8313, Fax (519) 740-7091

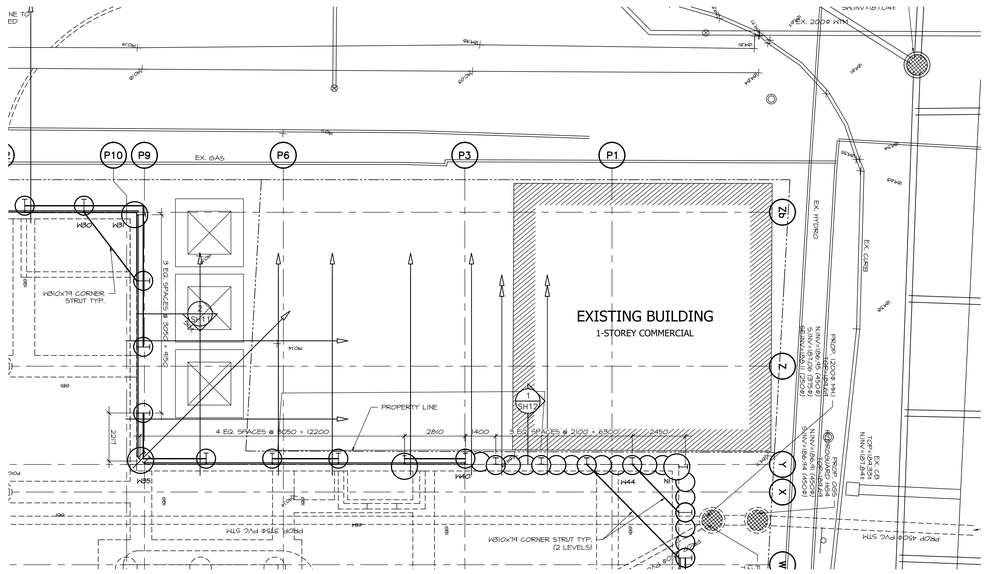
Project
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title
PLAN AND ELEVATION (WEST WALL 1)

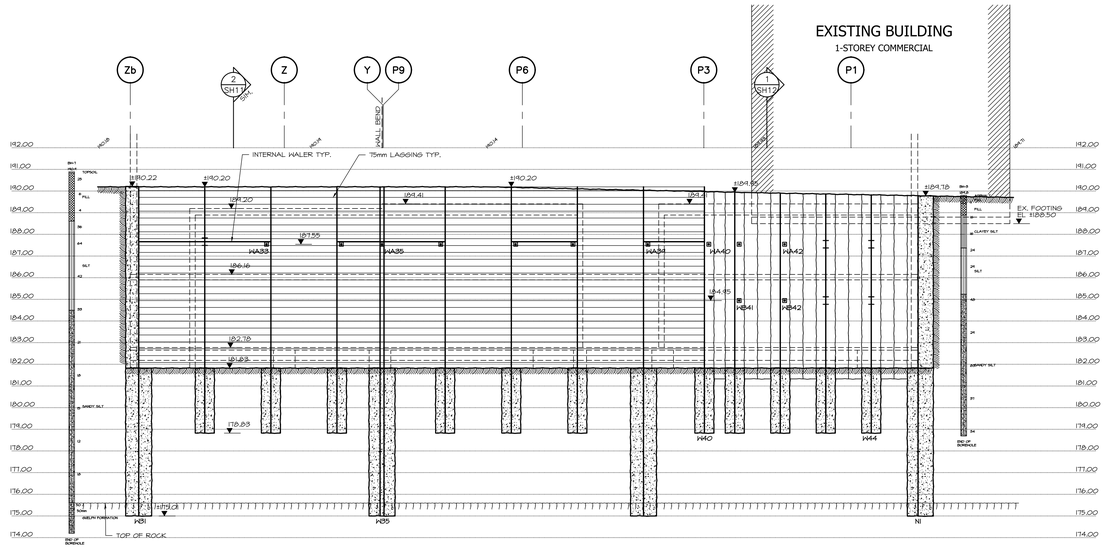
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH5

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 20, 2020 5:22:38 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\P20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG



1 / SH5 PLAN (WEST WALL 2)
SCALE 1:100



2 / SH5 ELEVATION (WEST WALL 2)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF FILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT FILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN any WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENSED PROFESSIONAL ENGINEER — J. L. WEIR — 100130916 — PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER — K.DENBRABER — 100189928 — PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8815, Fax (519) 740-7091

Project

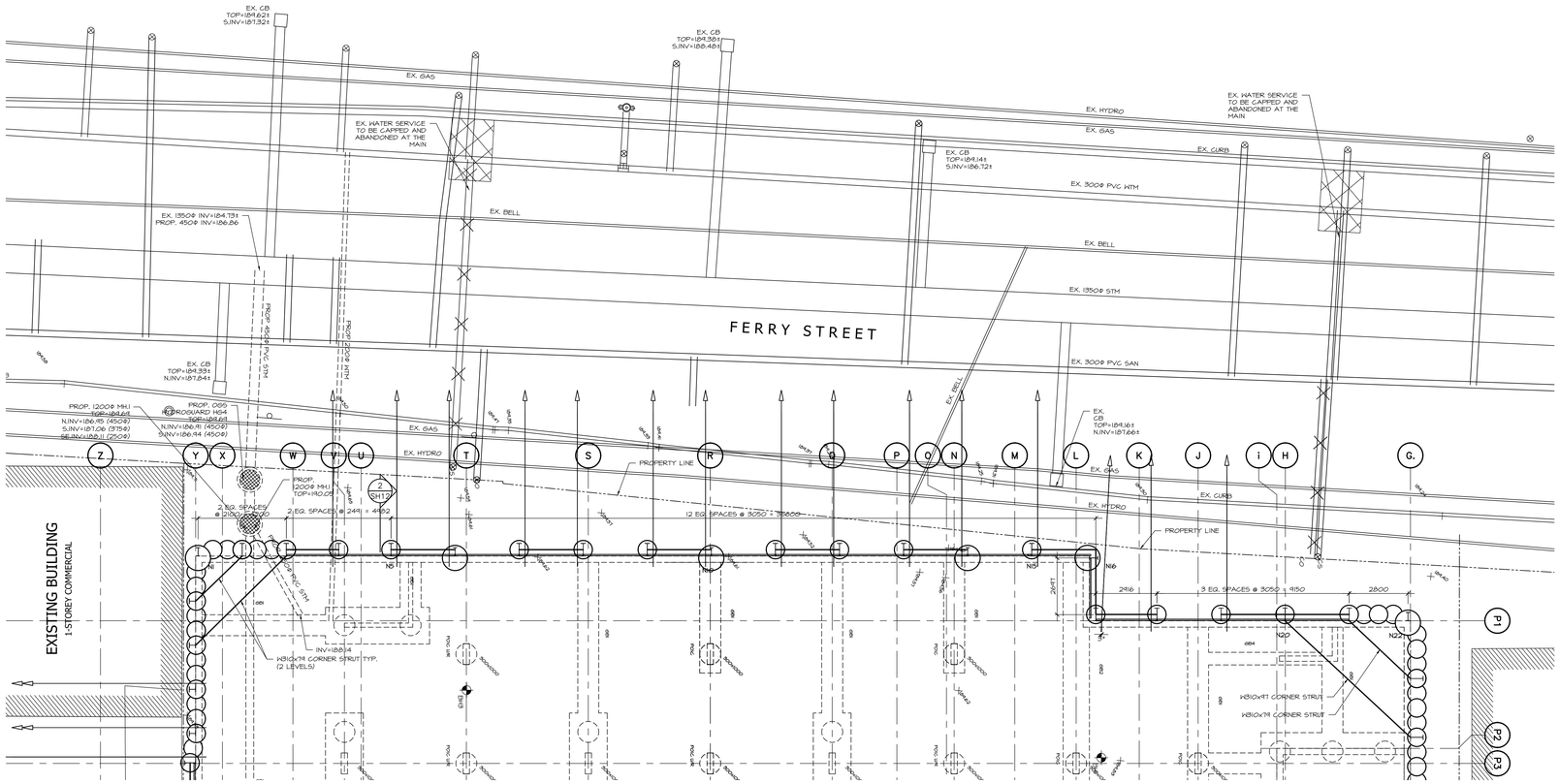
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title

PLAN AND ELEVATION (WEST WALL 2)

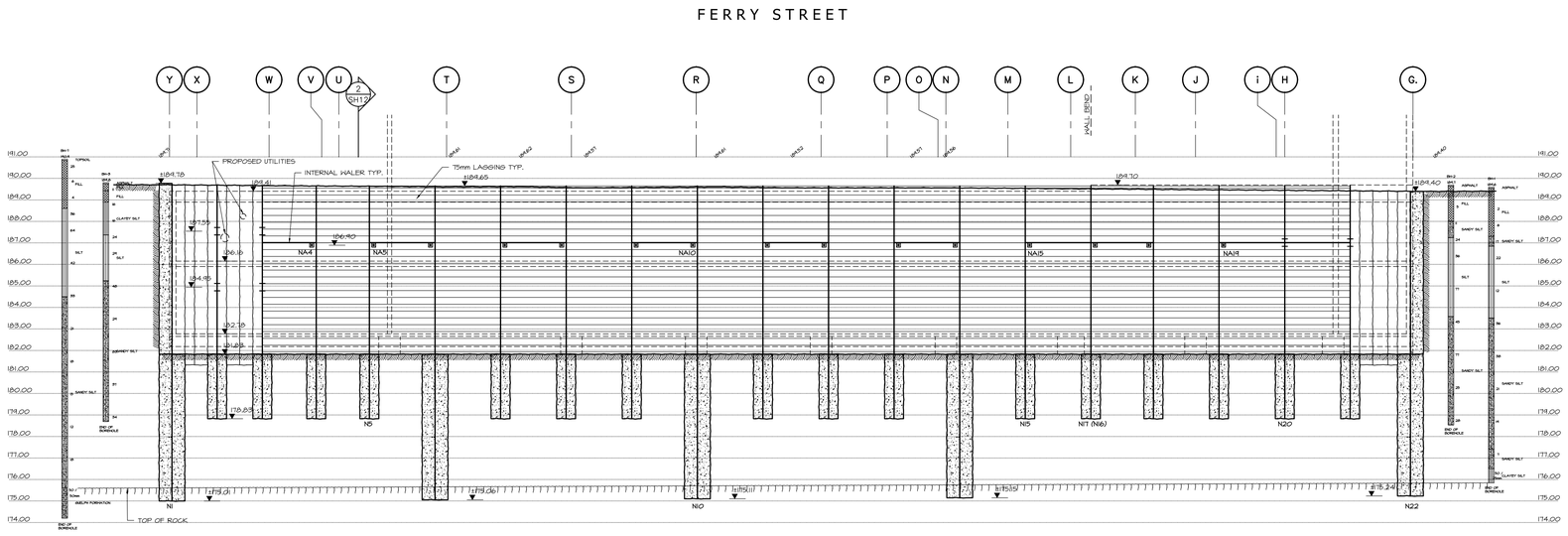
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH6

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



1 SH7 PLAN (NORTH WALL 1)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH7 ELEVATION (NORTH WALL 1)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

L. V. WEIR 100139119 PROFESSIONAL ENGINEER PROVINCE OF ONTARIO

K.DENBRABER 100188028 PROFESSIONAL ENGINEER PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8315, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title

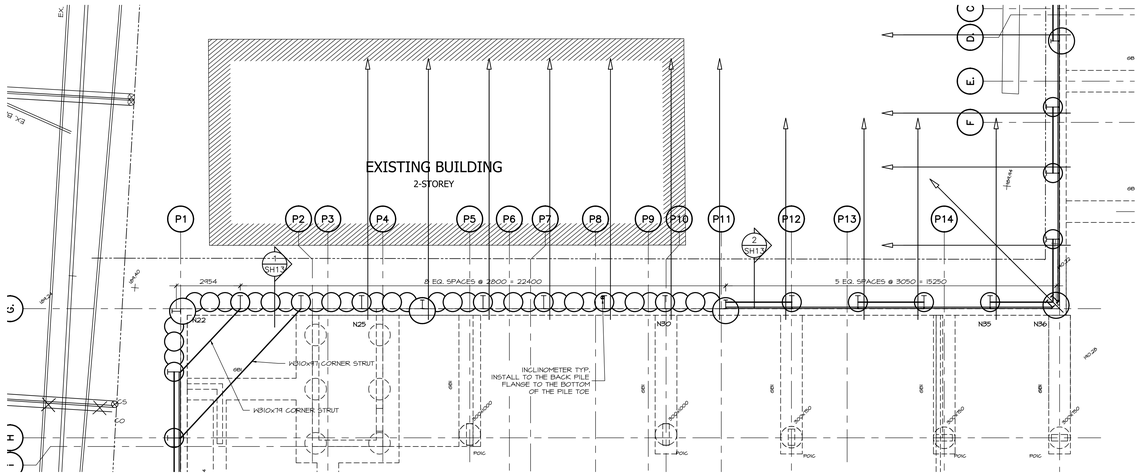
PLAN AND ELEVATION (NORTH WALL 1)

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH7

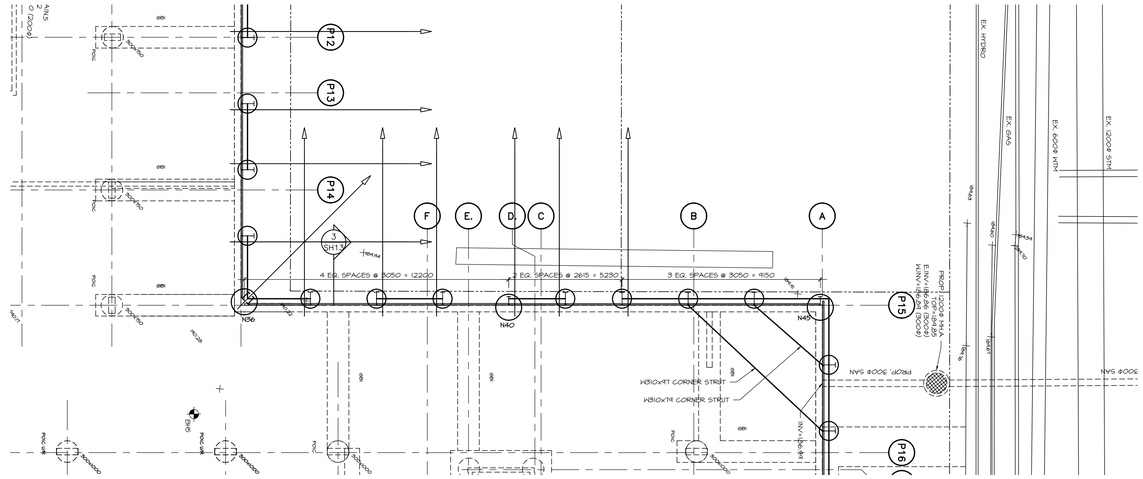
October 20, 2020 5:22:48 PM

C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\920-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG

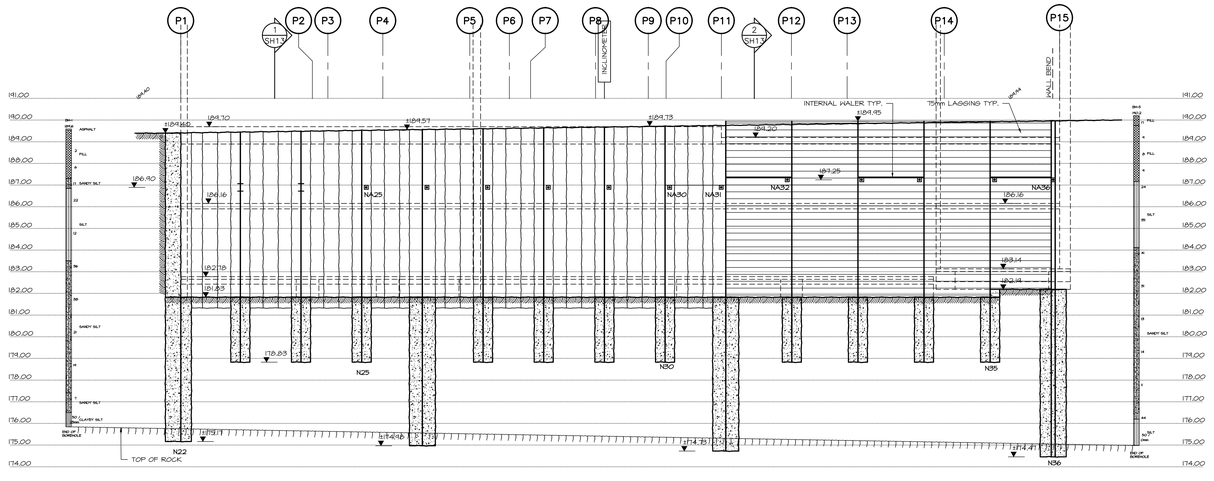
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



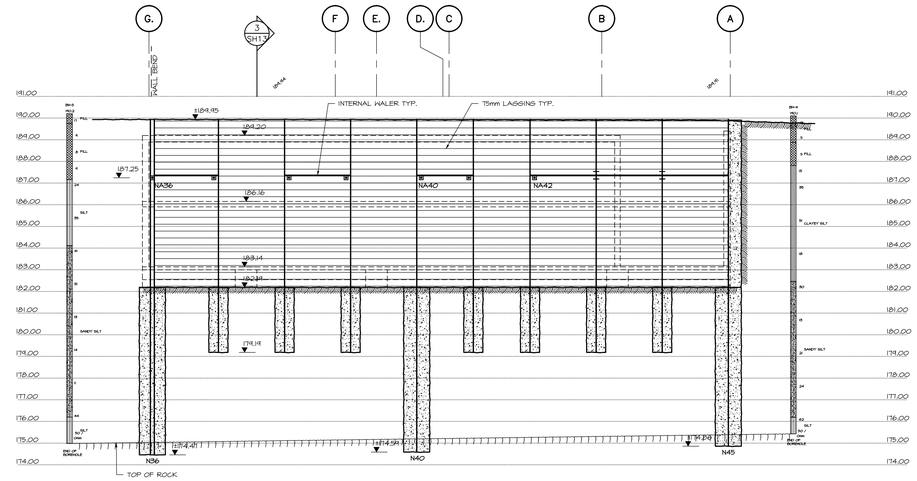
1 SH8 PLAN (NORTH WALL 2)
SCALE 1:100



2 SH8 PLAN (NORTH WALL 2)
SCALE 1:100



3 SH8 ELEVATION (NORTH WALL 2)
SCALE 1:100



4 SH8 ELEVATION (NORTH WALL 2)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENSED PROFESSIONAL ENGINEER — L.V. WEIX — 100132918 — PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER — K.DENBRABER — 100186929 — PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
126 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-8313, Fax (519) 740-7091

Project: STANLEY DISTRICT
NIAGARA FALLS — ONTARIO

Drawing Title: PLAN AND ELEVATION (NORTH WALL 2)

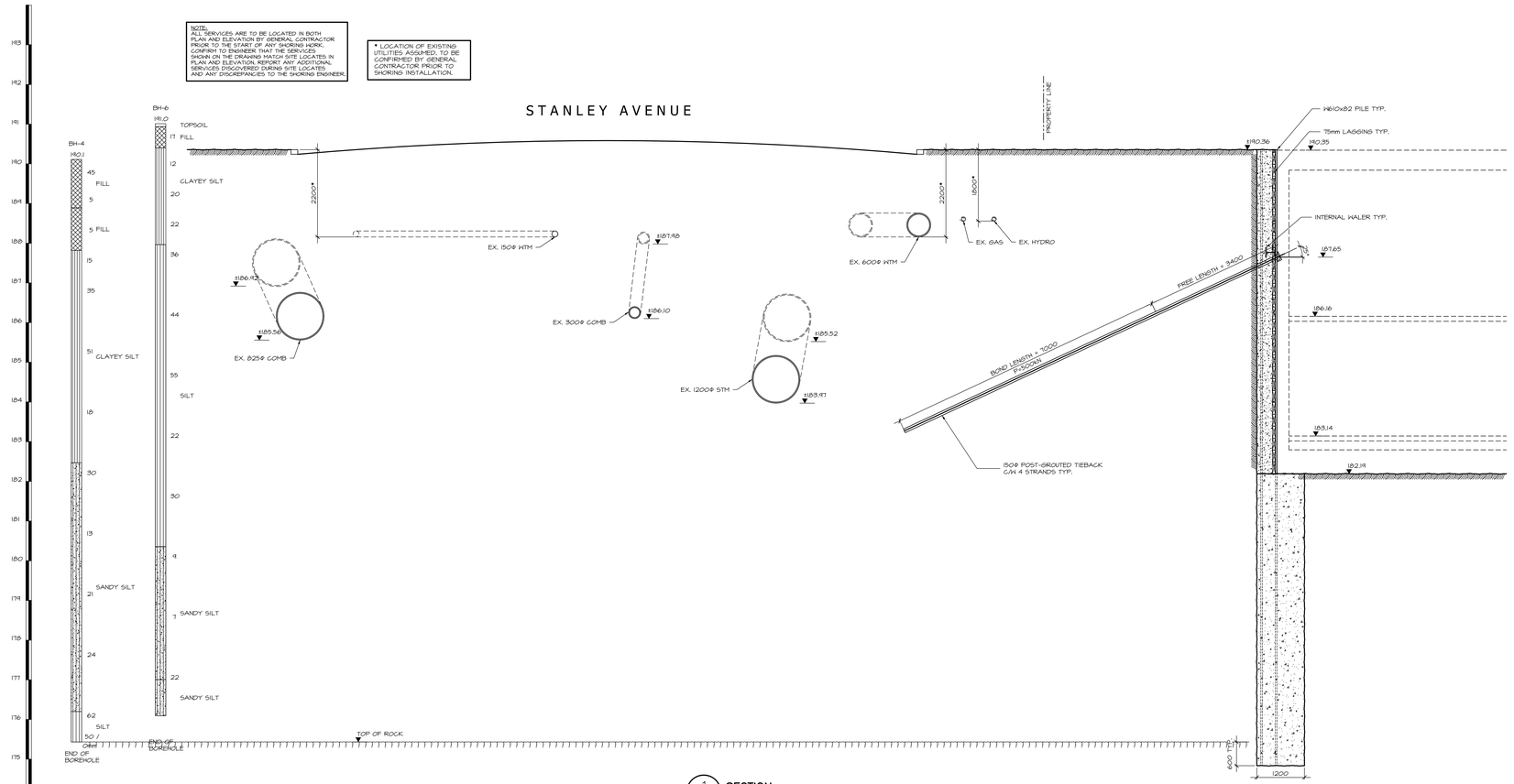
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH8

C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG October 20, 2020 5:23:00 PM

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ELEVATION. REPORT ANY ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

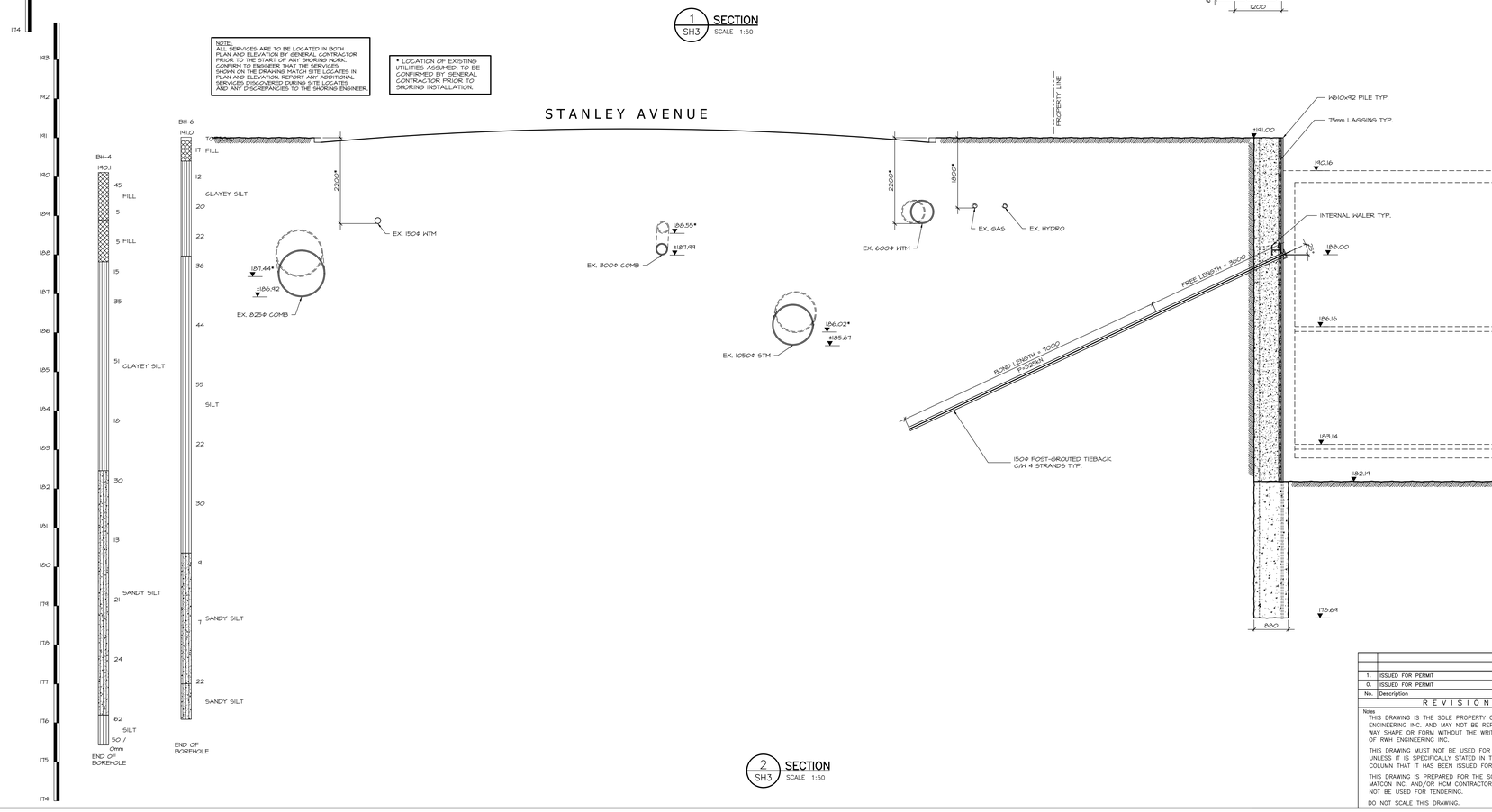
* LOCATION OF EXISTING UTILITIES ASSUMED, TO BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO SHORING INSTALLATION.



1 / SH3 SECTION
SCALE 1:50

NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ELEVATION. REPORT ANY ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

* LOCATION OF EXISTING UTILITIES ASSUMED, TO BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO SHORING INSTALLATION.



2 / SH3 SECTION
SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp



Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-8315, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

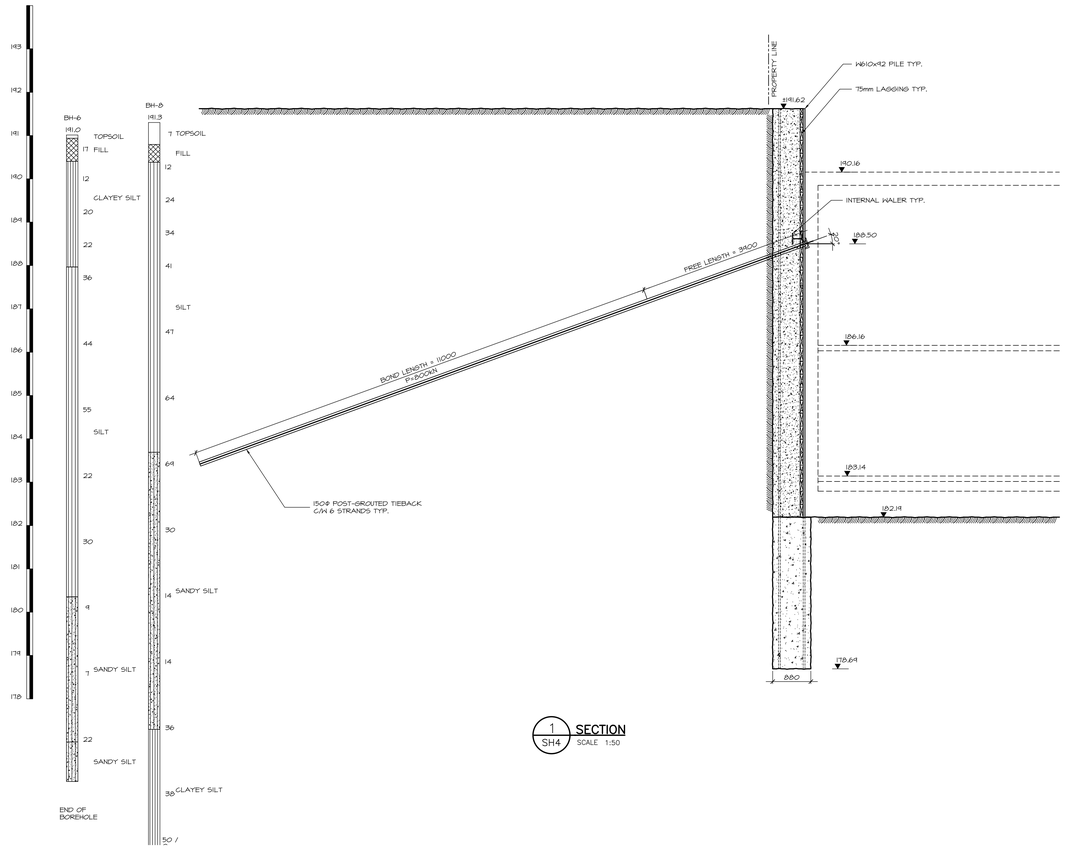
Drawing Title

SECTIONS

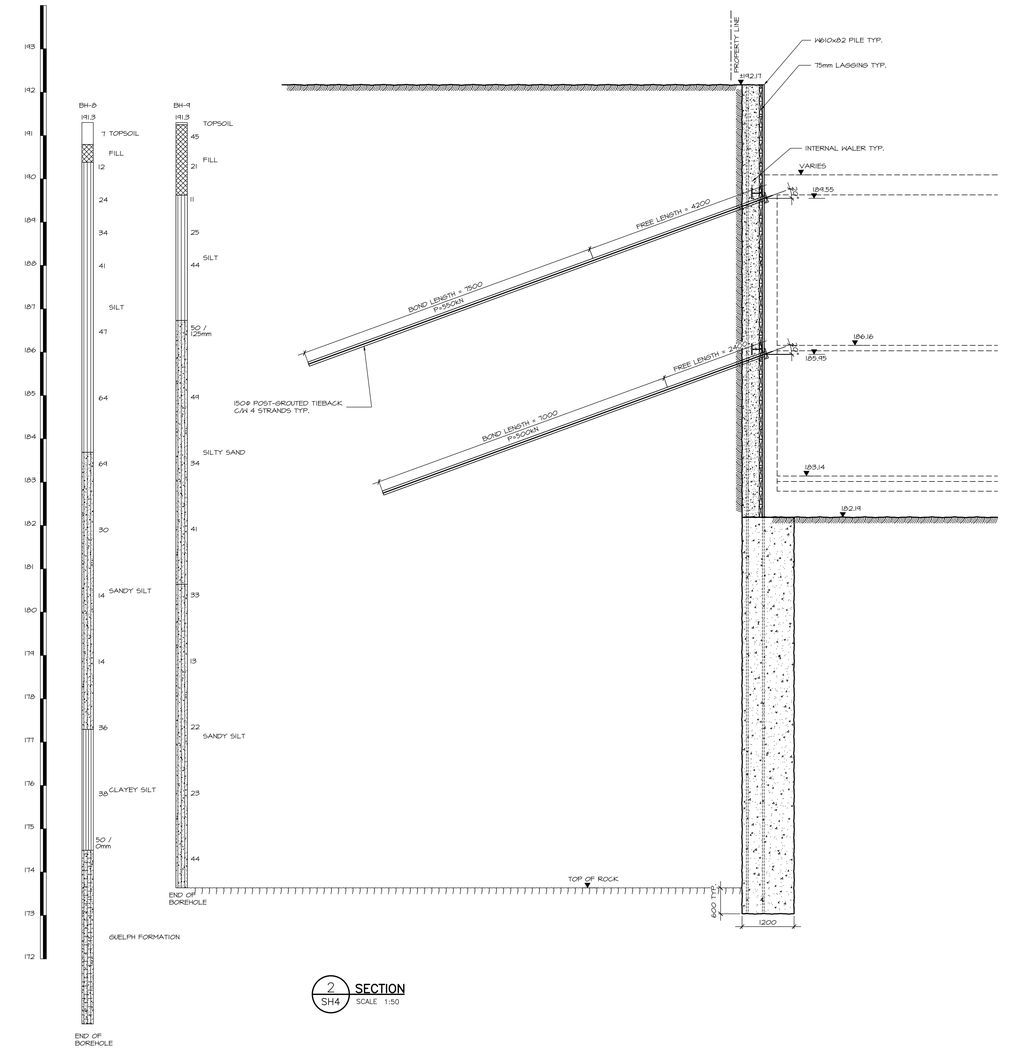
Drawn	Scale
J.C.	AS NOTED
Checked	Date
K.D.	OCT 2020
Project No.	Drawing No.
J20-051	SH9

C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\920-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG
October 20, 2020 5:23:12 PM

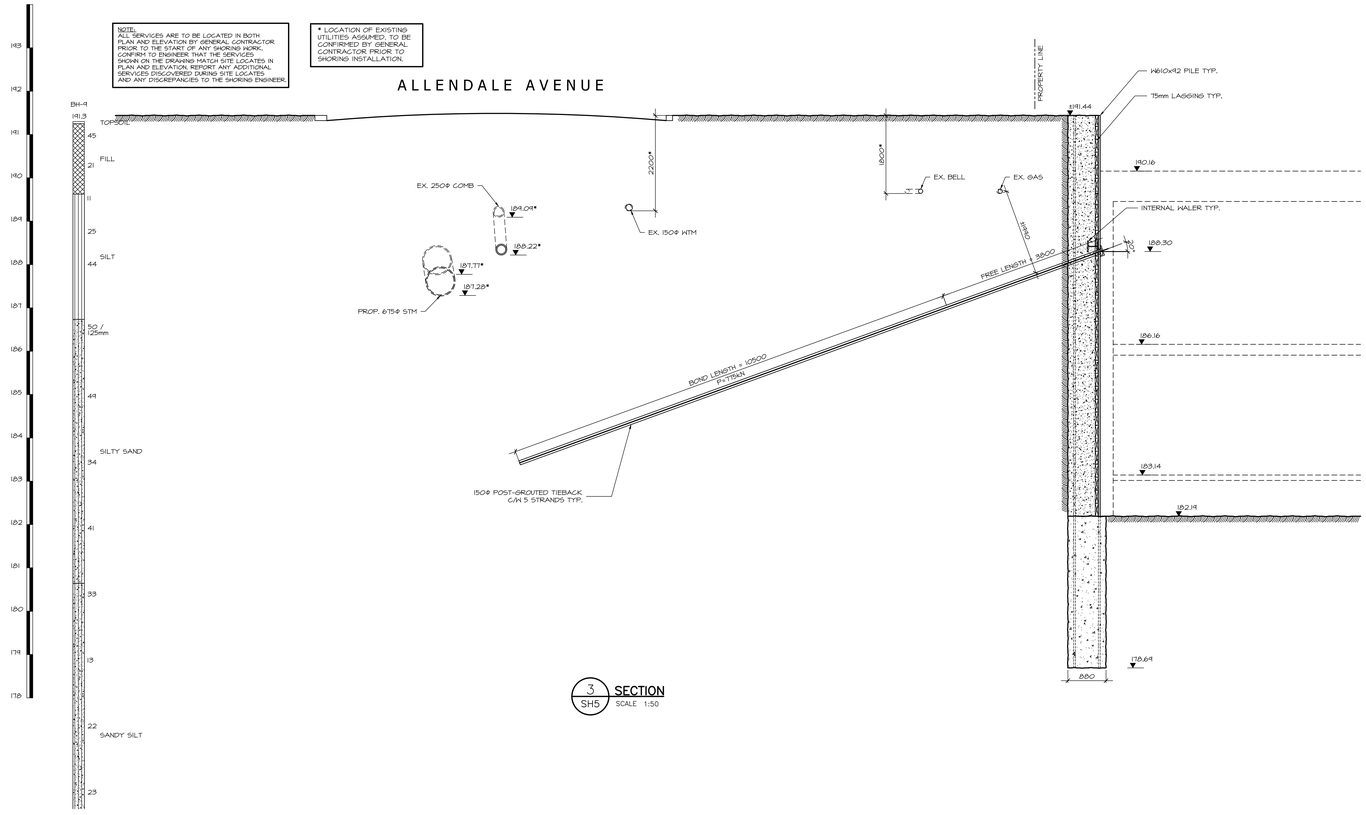
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



1 SH4 **SECTION**
SCALE 1:50



2 SH4 **SECTION**
SCALE 1:50



3 SH5 **SECTION**
SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENSED PROFESSIONAL ENGINEER K.E. WEIR 100132813 PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER K.DENBRABER 100138929 PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcmgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8315, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title

SECTIONS

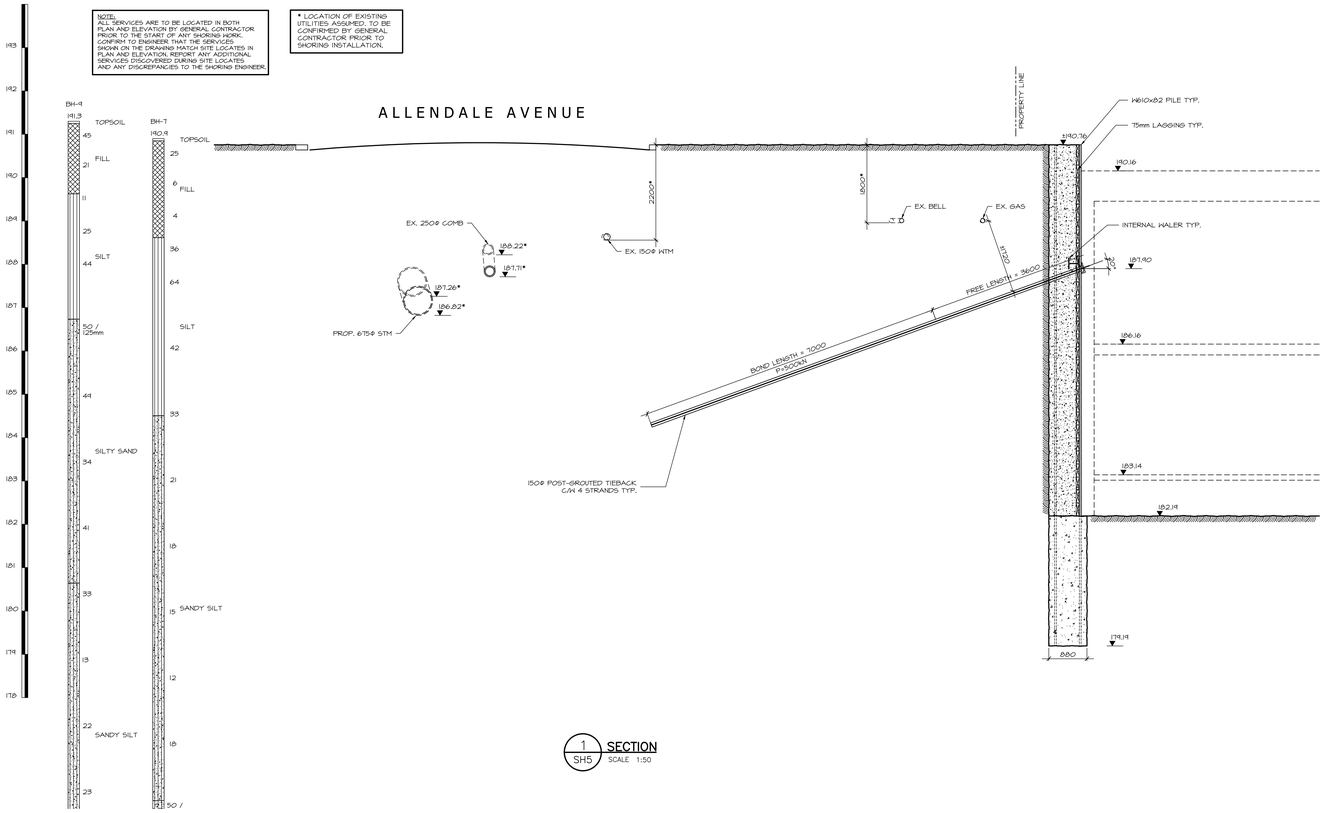
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH10

October 20, 2020 5:23:24 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\P20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG

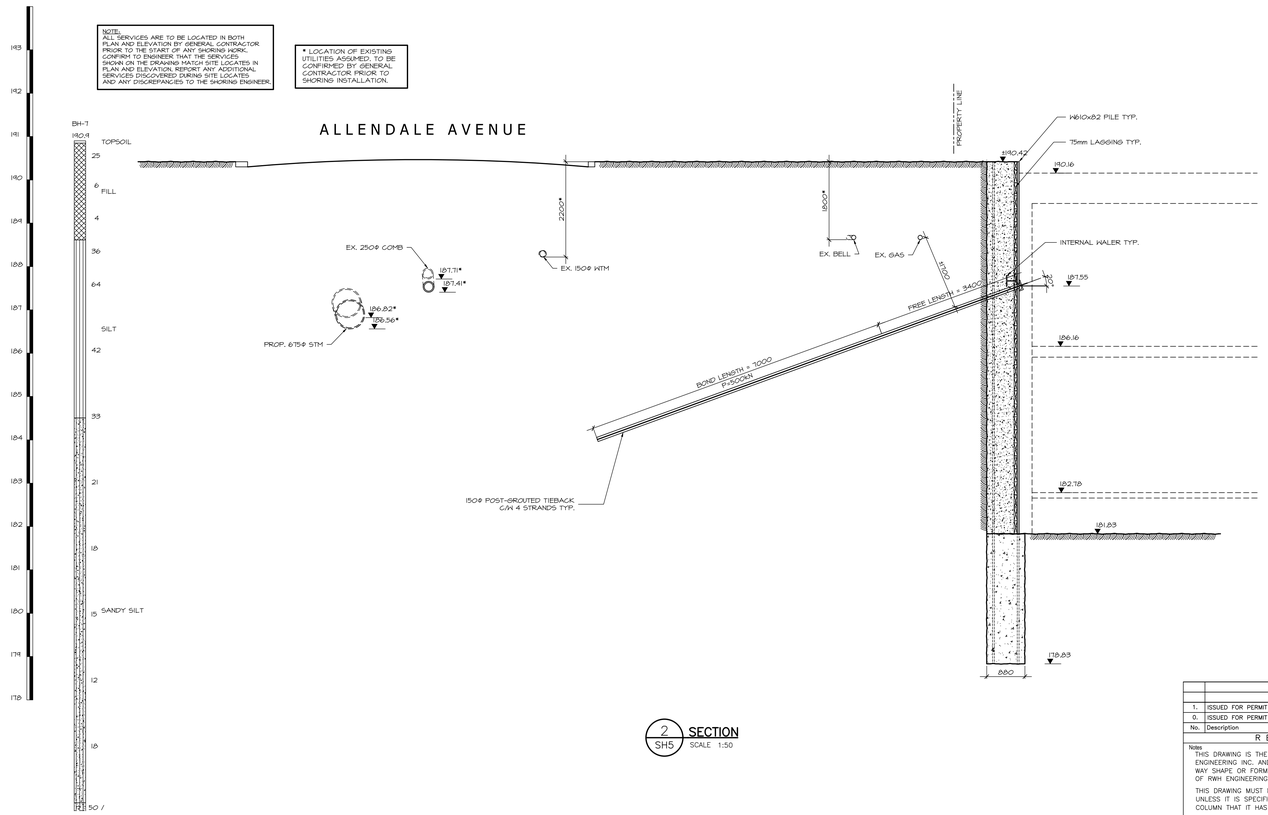
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ELEVATION. REPORT ANY ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

* LOCATION OF EXISTING UTILITIES ASSUMED. TO BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO SHORING INSTALLATION.



1 / SH5 SECTION
SCALE 1:50



2 / SH5 SECTION
SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENSED PROFESSIONAL ENGINEER — K.K. WOK — 100130916 — PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER — K.DENBRABER — 100189928 — PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8815, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

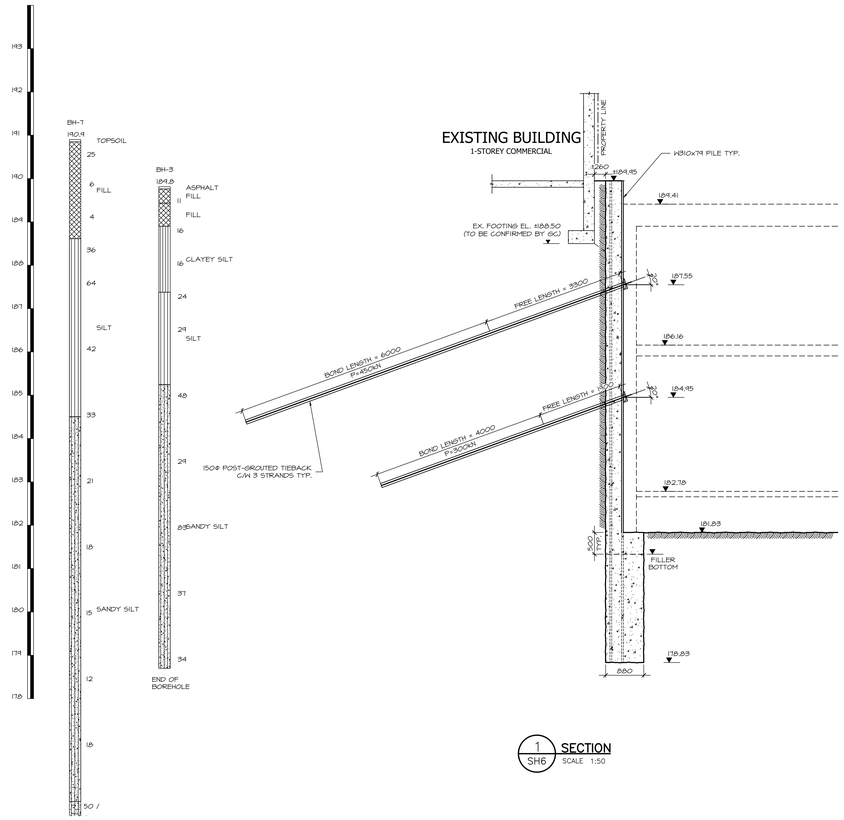
Drawing Title

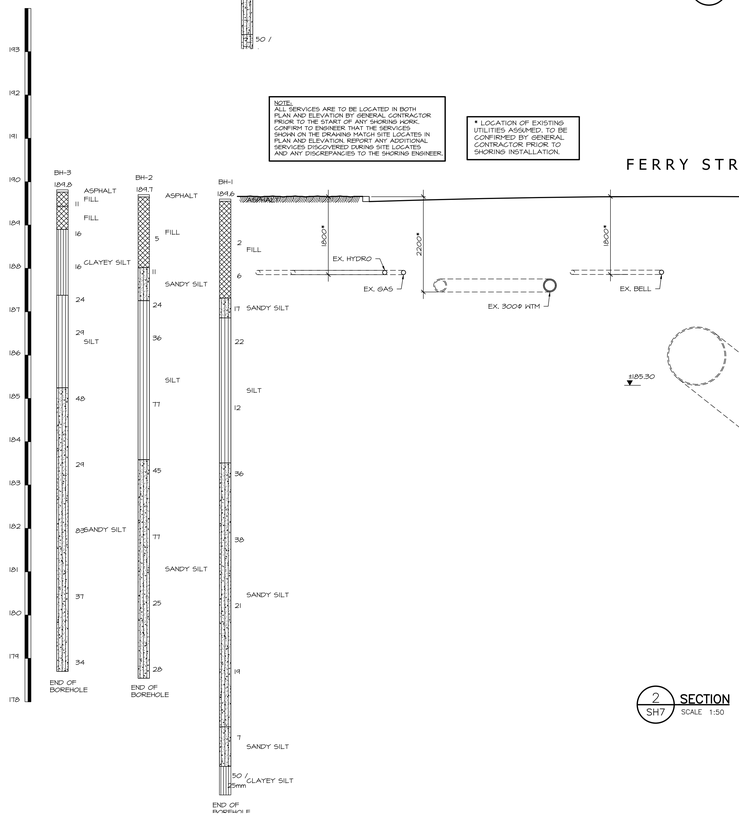
SECTIONS

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH11

October 20, 2020 5:23:32 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\920-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A





No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENSED PROFESSIONAL ENGINEER
K.K. WAN
100130916
PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER
K.DENBRABER
100189928
PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8313, Fax (519) 740-7091

Project

STANLEY DISTRICT

NIAGARA FALLS ONTARIO

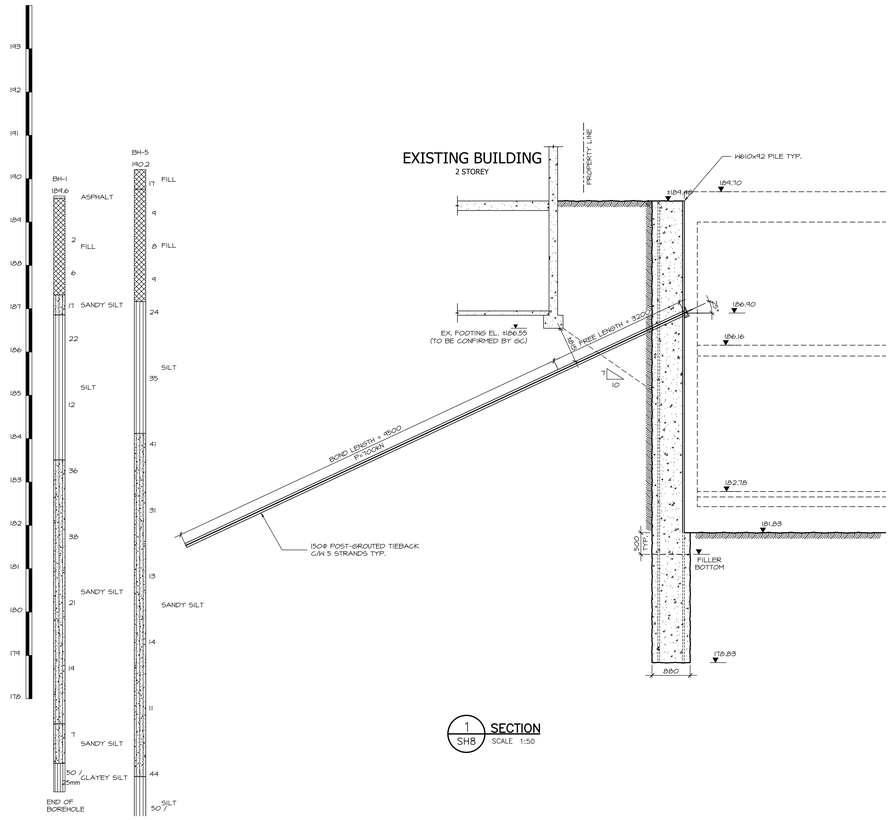
Drawing Title

SECTIONS

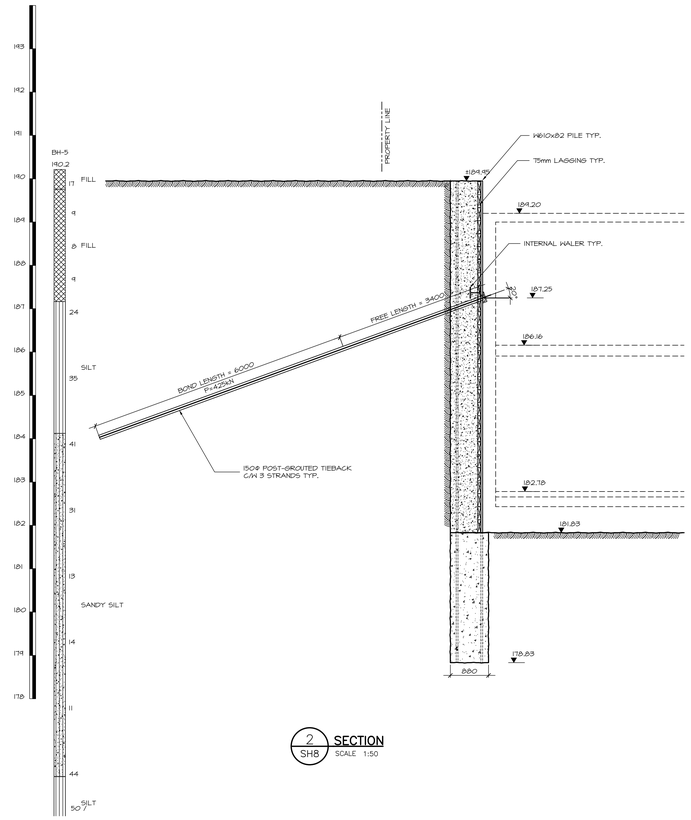
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH12

October 20, 2020 5:23:42 PM
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\920-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG

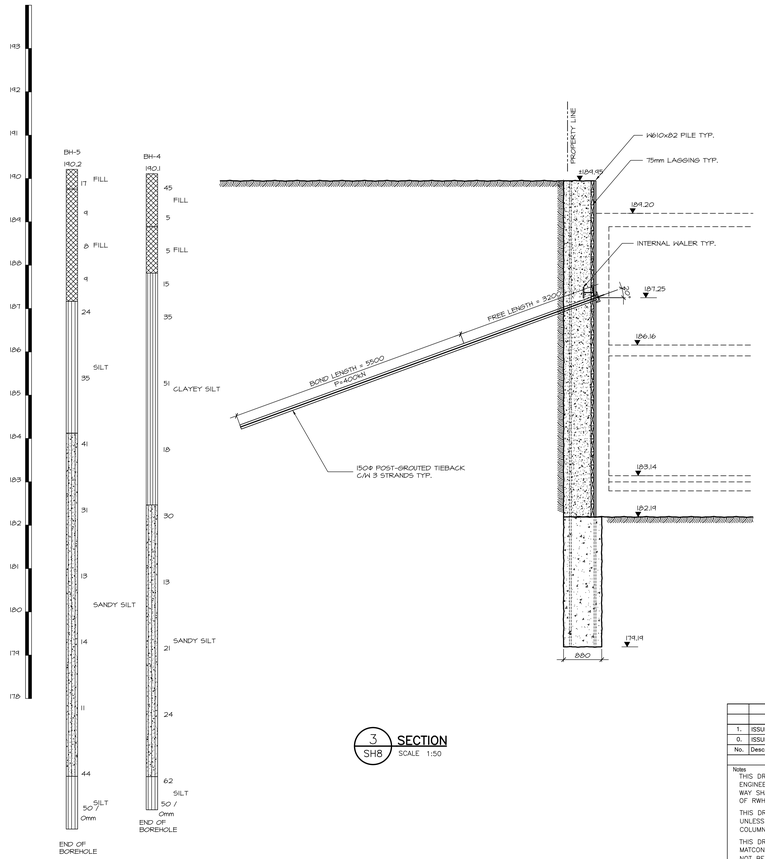
Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



1 SH8 **SECTION**
SCALE 1:50



2 SH8 **SECTION**
SCALE 1:50



3 SH8 **SECTION**
SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENCED PROFESSIONAL ENGINEER
K.K. WEE
100130916
PROVINCE OF ONTARIO

LICENCED PROFESSIONAL ENGINEER
K.DENBRABER
100189928
PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8815, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title

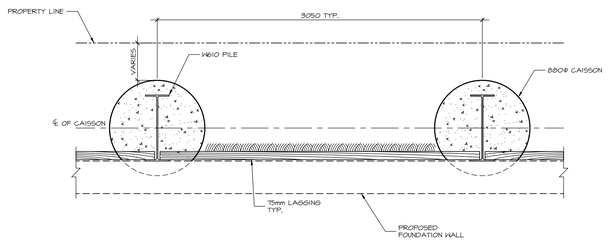
SECTIONS

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH13

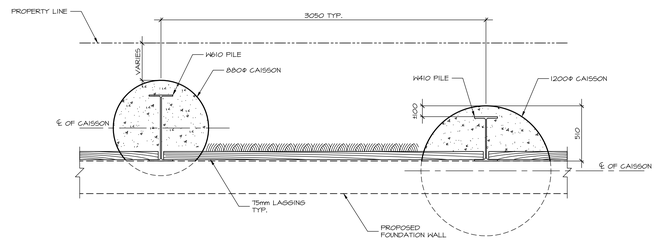
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\P20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG
October 20, 2020 5:23:43 PM

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

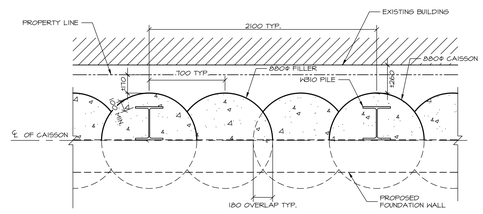
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\P20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG October 20, 2020 5:24:14 PM



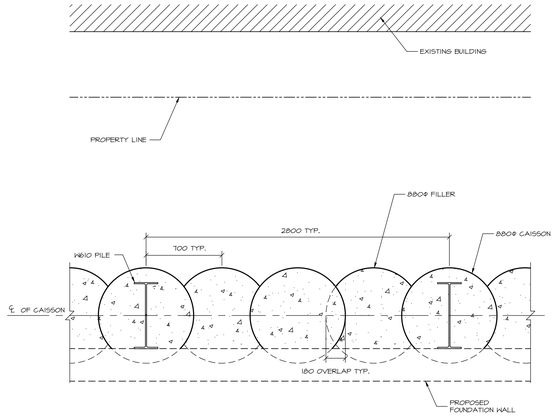
1 SH14 TYPICAL PILE AND LAGGING DETAIL
SCALE 1:20



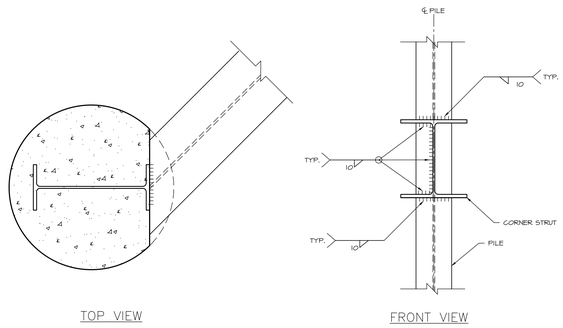
2 SH14 TYPICAL PILE AND LAGGING DETAIL (PERMANENT PILES)
SCALE 1:20



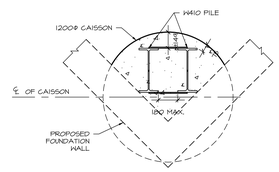
3 SH14 TYPICAL CAISSON WALL DETAIL
SCALE 1:20



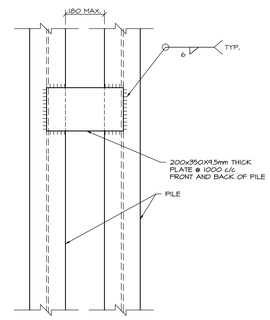
4 SH14 TYPICAL CAISSON WALL DETAIL
SCALE 1:20



5 SH14 CORNER STRUT CONNECTION DETAIL
SCALE 1:10



6 SH14 CORNER PILE DETAIL
SCALE 1:20



7 SH14 KING PILE DETAIL
SCALE 1:10

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENCED PROFESSIONAL ENGINEER J. C. WICK 100132813 PROVINCE OF ONTARIO

LICENCED PROFESSIONAL ENGINEER K.DENBRABER 100186929 PROVINCE OF ONTARIO

Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC
120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-0315, Fax (519) 740-7091

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

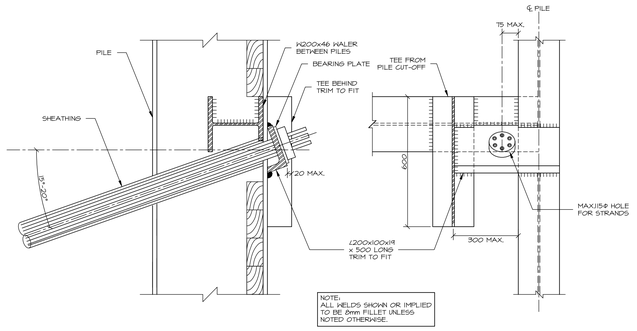
Drawing Title

DETAILS

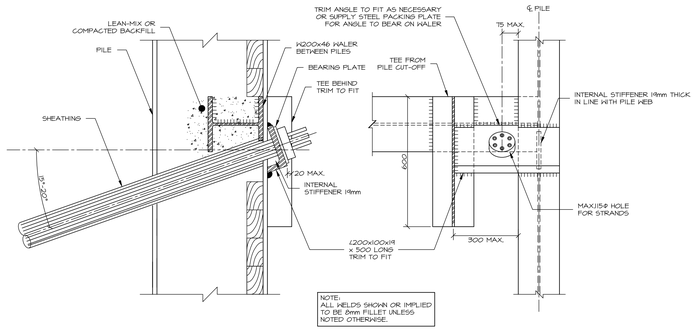
Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH14

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

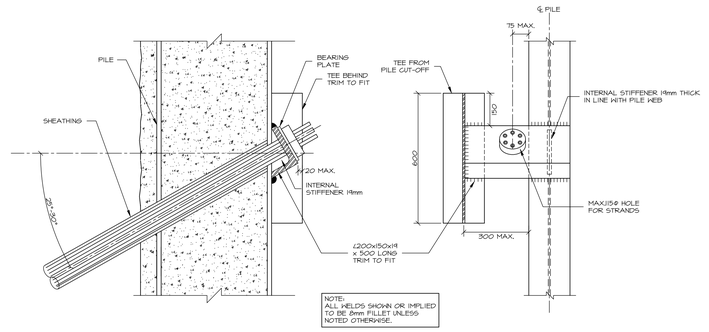
C:\USERS\JOHNC\DOCUMENTS\WORK\PROJECTS\20-073 STANLEY DISTRICT (J20-051)\2020-10-20_J20-051_STANLEY DISTRICT_SH1-SH14_REV1.DWG October 20, 2020 5:24:28 PM



1 SH15 SCALE 1:10 **TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (300–500kN)**



2 SH15 SCALE 1:10 **TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (500–750kN)**

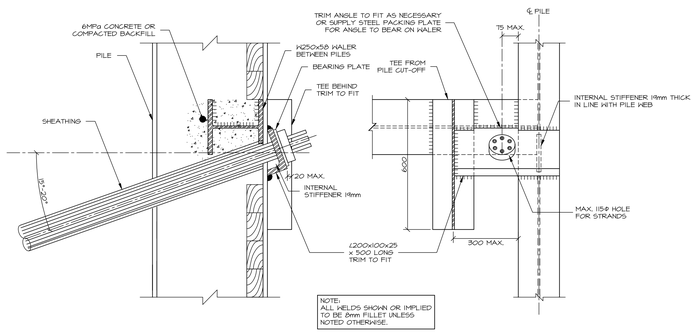


3 SH15 SCALE 1:10 **TYPICAL CAISSON WALL STRAND TIEBACK CONNECTION DETAIL (500–750kN)**

4 SH15 SCALE 1:10 **TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (300–500kN)**

5 SH15 SCALE 1:10 **TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (500–750kN)**

6 SH15 SCALE 1:10 **TYPICAL CAISSON WALL STRAND TIEBACK CONNECTION DETAIL (300–500kN)**



7 SH15 SCALE 1:10 **TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (750–1000kN)**

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

Notes

THIS DRAWING IS THE SOLE PROPERTY OF RWH ENGINEERING INC. AND MAY NOT BE REPRODUCED IN ANY WAY SHAPE OR FORM WITHOUT THE WRITTEN PERMISSION OF RWH ENGINEERING INC.

THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS IT IS SPECIFICALLY STATED IN THE REVISIONS COLUMN THAT IT HAS BEEN ISSUED FOR CONSTRUCTION.

THIS DRAWING IS PREPARED FOR THE SOLE USE OF HC MATCON INC. AND/OR HCM CONTRACTORS INC. AND MAY NOT BE USED FOR TENDERING.

DO NOT SCALE THIS DRAWING.

Stamp

LICENCED PROFESSIONAL ENGINEER J. C. WEIR 100130916 PROVINCE OF ONTARIO

LICENCED PROFESSIONAL ENGINEER K.DENBRABER 100189928 PROVINCE OF ONTARIO

Client

HCM

TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC

120 East Thompson Road, Ayr, ON N0B1E0
Telephone (416) 407-8815, Fax (519) 740-7091

Project

STANLEY DISTRICT

NIAGARA FALLS ONTARIO

Drawing Title

DETAILS

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH15

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule O

Calculations for Table 2 – Item 1 and Table 3- Item 3

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

SCHEDULE O - CALCULATIONS FOR TABLE 2 - ITEM 1 AND TABLE 3 ITEM 3

Supported Holdback on Buttcon Invoices Buttcon Application #13	Committed Work	Outstanding to Complete	Work Completed	Holdback on Completed Work
Testing and Inspections	$ 329,378	$ 225,717	$ 103,660	$ 10,366
Safety Supplies	$ 10,000	$ 8,096	$ 1,904	$ 190
Traffic Control	$ 4,383	$ -	$ 4,383	$ 438
Hoarding	$ 38,521	$ -	$ 38,521	$ 3,852
Surveying	$ 50,735	$ 4,643	$ 46,091	$ 4,609
Hydrovac	$ 9,207	$ 3,515	$ 5,692	$ 569
Salit	$ 10,359,160	$ 10,250,680	$ 108,480	$ 10,848
WJ Construction	$ 1,860,000	$ 1,824,339	$ 35,661	$ 3,566
The Roof Technician	$ 5,600	$ -	$ 5,600	$ 560
Wire One	$ 74	$ -	$ 74	$ 7
Kraun	$ 807	$ -	$ 807	$ 81
Calculations for Table 2 - Item 1 - Supported Holdback on Buttcon Invoices			**$ 350,872**	**$ 35,087**

Unsupported Holdback on Buttcon Invoices Buttcon Application #13	Committed Work	Outstanding to Complete	Work Completed	Holdback on Completed Work
Hardrock	$ 25,312,550	$ 25,049,770	$ 262,780	$ 26,278
Skyrise	$ 4,458,541	$ 3,477,662	$ 980,879	$ 98,088
Cambridge Drywall	$ 13,100,000	$ 12,982,800	$ 117,200	$ 11,720
Atta Elevators	$ 1,639,115	$ 1,557,159	$ 81,956	$ 8,196
Mattina	$ 17,300,000	$ 17,262,330	$ 37,670	$ 3,767
Modern Niagara	$ 9,536,280	$ 9,474,280	$ 62,000	$ 6,200
TT Galbraith	$ 20,600	$ -	$ 20,600	$ 2,060
Calculations for Table 3 - Item 3 - Unsupported Holdback on Buttcon Invoices			**$ 1,563,085**	**$ 156,308**

Appendix “M”

Deposit Refund Protocol (the "Protocol")

for the Stanley District Project

as of October 7, 2025

1) Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), KSV Restructuring Inc. (the "**Receiver**") was appointed as receiver over all property, assets and undertakings of La Pue International Inc. (the "**Company**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Project**").

2) The Company intended to develop and construct the Project and, pursuant to unit purchase agreements (the "**Unit APSs**"), sold proposed units to purchasers who paid deposits pursuant to the Unit APSs (the "**Deposits**"), and which Deposits include any amounts that would be a valid deposit claim under the *Ontario New Home Warranties Plan Act* (together with the regulations promulgated thereunder, the "**ONHWPA**", and such valid deposit claims, the "**Tarion-backstopped Deposit Claims**") to Sullivan Mahoney LLP (the "**Escrow Agent**"), in its capacity as solicitors for the Company and escrow agent pursuant to a deposit trust agreement between the Company, The Sovereign General Insurance Company (the "**Surety**") and the Escrow Agent dated August 31, 2020.

3) On and subject to the terms of an agreement of purchase and sale, as amended, assigned and restated, 1000835091 Ontario Inc. (the "**Asset Purchaser**") agreed to purchase the Project from the Receiver.

4) The purchasers of units in the Project identified in **Schedule "A"** attached hereto (the "**Purchasers**") have given notice to the Receiver that they are exercising the rights to terminate their respective agreements of purchase and sale (the "**Terminations**") in accordance with Section 10(b) of the Tarion Statement of Critical Dates and Addendum attached thereto (the "**Addendum**"). The Receiver, Company and Asset Purchaser agree that these Terminations are effective.

5) The Receiver will provide Miller Thomson LLP ("**MT**"), in its capacity as solicitors for the Asset Purchaser, with copies of the Terminations. The Escrow Agent will provide MT with a deposit report containing complete information with regard to the segregated bank account for the Project, the Purchasers, and the amount and timing of all Deposits paid. Either the Receiver or the Escrow Agent will provide MT with the applicable Unit APSs, including any amendments or assignments affecting the names of the purchaser(s), the unit number(s) and/or the deposit amounts. MT will calculate the amount of accrued interest in accordance with the regulations under the *Condominium Act, 1998,* S.O. 1998, c. 19 (the "**Condo Act**") in reliance on the deposit report provided by the Escrow Agent.

6) The Receiver shall provide a certificate, in the form attached as **Schedule "B"**, to Tarion.

7) The Company will be asked by the Receiver to provide the Statutory Declaration, in the form attached as **Schedule "C"**, to Tarion. Failure to provide the Statutory Declaration will not

prevent the return of the Deposits to the Purchasers and is not a condition of such return. For the avoidance of doubt, the Receiver is not to be asked to provide such Statutory Declaration on behalf of the Company.

8) MT will send an email or letter to the Purchasers for which Deposits are required to be refunded notifying them that the Receiver, the Surety, the Escrow Agent, Tarion Warranty Corporation ("**Tarion**") and MT have agreed upon a protocol to refund the Deposits, that they will receive a refund of their Deposits, and providing the instructions for so doing. These instructions will include, among other things, the requirement for Purchasers to execute an acknowledgement and release agreement in the form attached hereto as **Schedule "D"** (the "**Acknowledgement and Release**"), provide photo identification and a mailing address for service. For greater certainty, in addition to the principal amount of the Deposits, the Deposits shall include interest payable pursuant to the Condo Act.

9) MT will assemble the documents listed below (where available) (collectively, the "**Brief(s)**") and shall deliver same to the Receiver, Escrow Agent, the Surety and Tarion:

   a) Executed Acknowledgment and Release;
   b) Copy of Purchaser's photo ID;
   c) Clear copy of the first page of the applicable Unit APS that discloses: (i) the name of the purchaser; (ii) the unit number; (iii) the deposit amount(s); and (iv) the signature(s); and if necessary and available the second page of the Unit APS; and
   d) Clear copy of any assignment of the Unit APS in the Escrow Agent's possession.

10) MT will send the completed Briefs to Tarion monthly.

11) On a monthly basis, Tarion will confirm to MT and the Surety that the documentation in the applicable Briefs is complete and that the Surety's liability under the Tarion Bond in relation to the Tarion-backstopped Deposit Claims of the relevant Purchasers will be extinguished once MT releases the relevant amounts in respect of the Tarion-backstopped Deposit Claims to such Purchasers or as any Purchaser may otherwise direct in writing. This process will be carried out on a timely basis, such that Tarion will provide MT and the Surety with its confirmation within ten business days of receipt of a Brief.

12) Within 3 business days after receipt of the confirmation referred to in paragraph 11, the Surety will confirm by email that the documentation is complete and that the Escrow Agent is authorized to release the applicable Deposits, and within 3 business days thereafter, the Escrow Agent will process a wire transfer to MT in the aggregate amount of the Deposits to be released to such Purchasers. MT will prepare the refund cheques made out to the Purchaser(s) named in the applicable Unit APSs or as such Purchaser(s) may direct in writing pursuant to a signed direction, and will advise Purchasers when their Deposit refund cheques are available for pick-up.

13) Upon the release of Deposits, MT will provide to Tarion confirmation of the release of the Deposit refund cheques in respect of the applicable Unit APSs by providing a Statutory Declaration in the form attached as **Schedule "E"**.

14) Upon receipt of the confirmation referred to in paragraph 13 and being satisfied that its liability to the relevant Purchasers for their Tarion-backstopped Deposit Claims has been extinguished, Tarion will provide written confirmation to the Surety and the Receiver on a monthly basis that the Tarion bond (the "**Tarion Bond**") is reduced by the amounts drawn on the Tarion Bond on a unit-by-unit basis in respect of the Tarion-backstopped Deposit Claims (up to the amount of $20,000 for each such claim plus interest thereon, as may be applicable). Tarion shall at all times be entitled to retain a sufficient portion of the Tarion Bond to cover Tarion's liabilities in respect of amounts secured by the Tarion Bond that have not been extinguished at the time of any reduction.

15) MT will provide Tarion with a monthly deposit report of the Deposits released and Deposits not released.

16) The release of Purchasers shall not be effective until the Purchaser has received the Deposit to which they are entitled.

SCHEDULE "A"

PURCHASER LIST

Suite No.	Purchaser(s)
[redacted]	Emad, Elsaharty
	FLORES, Nelson Fabro
	ARUMUGAM, Thavakumar
	Hidalgo, Edgardo and Alma Rubio
	Kasim, Sherfudeen
	Arulnesan, Ariyasam and Nadarajah Arulnesan
	ASHRAF, Ahsan & NAEEM, Hassan & NAEEM, Irfan
	ALAN, Ramazan
	Saddique, Muhammad Javed
	Toney, Ahmed
	RATCLIFFE, Edward W
	SARAI, Parmjit
	CLAUDIO, Maria Teresa
	Ravuri, Krishna Sai
	Sherfudeen, Sarika
	LINDO, Audley Earl & LINDO, ANN-PATRIECE
	MINEQUE, Claire P
	AHMAD, Asim & SARAI, Baldesh
	Adnan, Khwaja & Sadia
	Farooq, Ather
	BRECH, Parvinder S & SARAI, Ambreen
	BOLAND, Malgorzata
	Rennu, Baljeet and Tanveer Singh Rennu

SCHEDULE "B" TO THE DEPOSIT RETURN PROTOCOL

RECEIVER'S CERTIFICATE

RECITALS

1. KSV Restructuring Inc. was appointed as the receiver (in such capacity, the "**Receiver**") of certain assets, property and undertakings of La Pue International Inc. (the "**Owner**") pursuant to an Order of the Ontario Superior Court of Justice (Commercial List), including in respect of the lands and premises owned by the Owner located at the address known municipally as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Property**").

2. Prior to the appointment of the Receiver, the Owner intended to develop and construct the "Stanley District" condominium project (the "**Project"**) at the Property and, pursuant to unit purchase agreements (the "**Unit APSs**"), sold proposed units to purchasers who have paid deposits pursuant to the **Unit APSs** (the "**Deposits**")**;**

3. The Deposits are held by Sullivan Mahoney LLP (the "**Escrow Agent**"), in its capacity as solicitors for the Owner and escrow agent pursuant to a deposit trust agreement between the Company, The Sovereign General Insurance Company (the "**Surety**"), and the Escrow Agent dated August 31, 2020; and

4. Tarion Warranty Corporation has requested this certificate from the Receiver further to the establishment of a protocol to refund certain Deposits to purchasers;

THE RECEIVER CERTIFIES THAT:

a) Sullivan Mahoney LLP in its capacity as escrow agent of such Deposits has advised the Receiver that (i) the Owner was party to ____ agreements of purchase and sale with respect to units in the Project as of _____(collectively, the "**Condominium Sales Agreements**"), listed on "Exhibit "A" hereto; and (ii) since_____, no other agreements of purchase and sale have been entered into by the Owner or the Receiver in respect of the condominium project known as the "Stanley District" or the Property.

b) The Receiver is not aware of any other information that would suggest that sales of units in the Project were agreed to by the Owner after May 27, 2024.

KSV RESTRUCTURING INC. solely in its capacity as Receiver, and not in its personal, corporate or any other capacity

_____

Name:<*>
Title: <*>

SCHEDULE "C" TO THE DEPOSIT RETURN PROTOCOL
STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the proposed development of a condominium project (the "**Project**") by La Pue International Inc. (the "**Owner**") on those lands and premises owned by the Owner located at the address known municipally as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Property**")
	)	
PROVINCE OF ONTARIO	)	
	)	
	)	
TO WIT:	)	
	)	
	)	
	)	

I, <*>, of the City of Toronto, DO SOLEMNLY DECLARE THAT:

1. I am the <*> of the Owner, and as such have knowledge of the matters hereinafter declared.

2. To the best of my knowledge, the Owner is not proceeding with the Project that the Owner had proposed to construct on the Property.

3. To the best of my knowledge, the Owner provided all deposits they received in respect of the sale of condominium units in the Project to Sullivan Mahoney LLP, the escrow agent for the Owner.

4. To the best of my knowledge, the Owner entered into only <*> agreements of purchase and sale for condominium units in the Project and did not enter into any other agreements of purchase and sale for the condominium units in the Project.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED BEFORE ME in City of Toronto, in the Province of Ontario, this <*> day of <*>, 2025.	)	
	)	_____
	)	<*>
_____	)	
A COMMISSIONER, ETC.	)	
	)	

SCHEDULE "D" TO THE DEPOSIT RETURN PROTOCOL
STATUTORY DECLARATION

ACKNOWLEDGMENT AND RELEASE

ACKNOWLEDGMENT AND RELEASE

TO : **La Pue International Inc. (the "Vendor")**

AND TO: KSV Restructuring Inc. in both its corporate capacity and its capacity as court appointed receiver of the Vendor) (the "**Receiver**")

AND TO: Aird & Berlis LLP (as counsel to the Receiver) ("**Receiver's Counsel**")

AND TO: The Sovereign General Insurance Company

AND TO: Sullivan Mahoney LLP (as "**Escrow Agent**")

AND TO: Miller Thomson LLP (as administrator for the return of the Deposit) ("**MT**")

AND TO: Tarion Warranty Corporation ("**Tarion**")

RE: La Pue International Inc. (the "Vendor") sale to _____ (the "Purchaser")
Unit ___, Level ___, Suite ___ (the "Purchased Unit"), 5526 Ferry Street, Niagara Falls, Ontario (the "Property")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale accepted on _____, 202__, pertaining to the Purchaser's acquisition from the Vendor of the Property (the "**Purchase Agreement**");

AND WHEREAS the Outside Occupancy Date for the subject transaction was May 30, 2025;

AND WHEREAS in accordance with the Purchase Agreement and the Tarion/HCRA Statement of Critical Dates and Addendum (the "**Addendum**") attached thereto, the purchaser elected to terminate the Purchase Agreement;

NOW THEREFORE, IN CONSIDERATION OF the payments and mutual covenants described herein, the undersigned hereby acknowledge and agree that:

1. The recitals herein are true and correct. Capitalized terms used herein but not otherwise defined shall have the same meaning as set out in the Purchase Agreement.

2. The Purchase Agreement, together with any and all addendums thereto and amendments thereof, is terminated and of no further force or effect.

3. The Purchaser acknowledges and agrees that the Vendor has refunded and remitted to the Purchaser the sum of $_____ representing the aggregate of all deposit monies

paid by the Purchaser together with interest accrued that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998* (the "**Act**"), in the amount of $_____, for a total amount of **$_____** (collectively the "**Deposit Monies**").

4. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.

5. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s): (a) with respect to the Purchase Agreement, the Purchased Unit, the Deposit Monies, any other monies paid by the Purchaser to the Vendor toward, or in connection with, the Purchased Unit and/or the Property, against the Vendor, KSV Restructuring Inc. in both its corporate capacity and its capacity as court-appointed receiver of the Vendor) (the "**Receiver**"), Aird & Berlis LLP (as counsel to the Receiver) ("**Receiver's Counsel**"), The Sovereign General Insurance Company and/or any other issuer of Tarion bonds or deposit insurance (the "**Surety**"), Sullivan Mahoney LLP (as "**Escrow Agent**"), Miller Thomson LLP (as administrator for the return of the Deposit) ("**MT**"), Tarion Warranty Corporation ("**Tarion**"), or any other surety company or companies that have issued one or more bonds to Tarion in connection with the Project, nor against any party acting as escrow agent or as a prescribed trustee with respect to purchasers' deposit monies, nor against any other person(s) or corporation(s) entitled to claim (or who might claim) contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof pursuant to these presents, or in connection with the Project; or (b) in the case of Tarion, under the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. O.31, as amended, or the regulation promulgated thereunder (collectively, the "**Released Matters**").

6. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Property (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

7. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Released Matters against the Vendor, the Receiver, the Receiver's Counsel, the Surety,

the Escrow Agent, MT, Tarion and/or any other person or corporation which might claim contribution or indemnity from any of the aforementioned parties.

8. In the event that all or any portion of the Deposit heretofore received by the Vendor or the Escrow Agent was drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser shall indemnify and save the Vendor and the Escrow Agent harmless, from and against all costs, claims, damages and/or liabilities which either or both of them may hereafter suffer or incur as a result of the Deposit being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to said third party.

9. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of government issued photo identification.

10. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters herein and has received such advice or has expressly declined or waived the opportunity to do so.

11. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.

12. This Agreement shall be construed in accordance with (and the parties hereto shall be governed by) the laws of the Province of Ontario, and each of the parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario.

13. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

14. Each of the parties hereto further acknowledges and agrees that these presents may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the undersigned parties shall have the same force and effect as if same were originally executed), and that a photocopy, telefaxed copy or scanned e-mailed copy of this executed Acknowledgment and Release may be relied upon to the same extent as if it were an original executed version.

[*Signature Page Follows*]

IN WITNESS WHEREOF the parties have hereto executed this Acknowledgment and Release as of the ____ day of _____, 2025.

_____

Name:

KSV RESTRUCTUING INC.
solely in its capacity as court appointed receiver of
LA PUE INTERNATIONAL INC., and not in its personal, corporate or any other capacity

Per: _____

Name:

Title:

)
)
)
)
_____)
Witness Name:)
)

_____

[Purchaser's Name]

SCHEDULE "E" TO THE DEPOSIT RETURN PROTOCOL
STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the proposed development of a condominium project (the "**Project**") by La Pue International Inc. (the "**Owner**") on those lands and premises owned by the Owner located at the address known municipally as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Property**")
PROVINCE OF ONTARIO	)	
TO WIT:	)	

I, <*>, of the City of <*>, DO SOLEMNLY DECLARE THAT:

1. I am a <*> of Miller Thomson LLP, the party with the responsibility for releasing Deposits (as such term is defined in the Deposit Return Protocol) to purchasers of condominium units in the Project.

2. To the best of my knowledge, all deposits paid under agreements of purchase and sale in respect of the Project condominium units numbered <*>, <*> and <*> have been refunded to the respective purchasers of such units, including, without limitation, the Tarion-backstopped Deposit Claims (as such term is defined in the Deposit Return Protocol) and interest accrued thereon as set out on Appendix "A" hereto.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED BEFORE ME in City of Toronto, in the Province of Ontario, this <*> day of <*>, 2025.	)	**MILLER THOMSON LLP**
_____ A COMMISSIONER, ETC.	)	_____ Name: <*> Title: <*>

Appendix "A"

Unit No.	**Tarion-backstopped Deposit Claim Amount Returned**	**Interest on Tarion-backstopped Deposit Claim Paid**	**Total Tarion- backstopped Deposit Claim Amount Returned plus Interest on Tarion-backstopped Deposit Claim Paid**
■	$■	$■	$■
■	$■	$■	$■
Grand Total:			$■

65780919.7

Appendix “N”

Second Deposit Return Protocol (the "Protocol")

for the Stanley District Project

effective as of June 1, 2026

1) Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.)[1] (the "**Receiver**") was appointed as receiver over all property, assets and undertakings of La Pue International Inc. (the "**Company**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Project**").

2) The Company intended to develop and construct the Project and, pursuant to unit purchase agreements (the "**Unit APSs**"), sold proposed units to purchasers who paid deposits pursuant to the Unit APSs (the "**Deposits**"), and which Deposits include any amounts (including any deposits, extras and upgrades (as applicable), and interest amounts) that would be a valid deposit claim under the *Ontario New Home Warranties Plan Act* (together with the regulations promulgated thereunder, the "**ONHWPA**", and such valid deposit claims, the "**Tarion-backstopped Deposit Claims**") to Sullivan Mahoney LLP ("**SM**"), in its capacity as solicitors for the Company and initial escrow agent pursuant to a deposit trust agreement entered into between the Company, The Sovereign General Insurance Company, as former surety, and SM dated August 31, 2020.

3) On and subject to the terms of an agreement of purchase and sale (as amended, assigned and restated), 1000835091 Ontario Inc. (the "**Asset Purchaser**") agreed to purchase the Project from the Receiver.

4) SM's role as escrow agent was terminated and Miller Thomson LLP ("**MT**") took over as escrow agent and administrator of the Deposits for the purposes of this Protocol (in such capacity, the "**Escrow Agent**").

5) The purchasers of units in the Project identified in **Schedule "A"** attached hereto (the "**Purchasers**") have requested, via notice to the Receiver, the termination of their respective agreements of purchase and sale (the "**Terminations**"). Notwithstanding that the Purchasers' requests were not delivered by the Purchasers within the required timeline, the Asset Purchaser does not oppose these Purchasers terminating their agreements. The Receiver, on behalf of the Company, and the Asset Purchaser agree that these Terminations will be allowed on and subject to the terms of the Acknowledgement and Release (as defined below).

6) The Receiver will provide MT, in its capacity as solicitors for the Asset Purchaser and Escrow Agent, with copies of the Terminations. The Escrow Agent will provide the Receiver and Tarion Warranty Corporation ("**Tarion**") with a deposit report containing complete information with regard to the segregated bank account for the Project, the Purchasers, and the amount and timing of all Deposits paid. Either the Receiver or the Escrow Agent will provide

[1] Effective June 1, 2026, KSV Restructuring Inc. became AlixPartners Restructuring, Inc.

Tarion with the applicable Unit APSs, including any amendments or assignments affecting the names of the purchaser(s), the unit number(s) and/or the deposit amounts. The Purchasers will not be entitled to any interest contemplated by the *Condominium Act, 1998,* S.O. 1998, c. 19 (the "**Condo Act**") and will expressly waive any such interest in the Acknowledgement and Release.

7) The Receiver shall provide a certificate, in the form attached as **Schedule "B"**, to Tarion.

8) The Company will be asked by the Receiver to provide the Statutory Declaration, in the form attached as **Schedule "C"**, to Tarion. *Failure to provide the Statutory Declaration will not prevent the return of the Deposits to the Purchasers and is not a condition of such return*. For the avoidance of doubt, the Receiver is not to be asked to provide such Statutory Declaration on behalf of the Company.

9) MT will send an email or letter to the Purchasers for which Deposits are required to be refunded notifying them that the Receiver, Tarion and MT have agreed upon a protocol to refund the Deposits, that they will receive a refund of their Deposits, and providing the instructions for so doing. These instructions will include, among other things, the requirement for Purchasers to execute an acknowledgement and release agreement in the form attached hereto as **Schedule "D"** (the "**Acknowledgement and Release**"), provide photo identification and a mailing address for service. For greater certainty, the Purchasers shall receive a return of their Deposits in the principal amount, however the Deposits shall exclude any form of interest.

10) MT will assemble the documents listed below (where available) (collectively, the "**Brief(s)**") and shall deliver same to the Receiver and Tarion:

    a) Executed Acknowledgement and Release;
    b) Copy of Purchaser's photo ID;
    c) Clear copy of the first page of the applicable Unit APS that discloses: (i) the name of the purchaser; (ii) the unit number; (iii) the deposit amount(s); and (iv) the signature(s); and if necessary and available the second page of the Unit APS; and
    d) Clear copy of any assignment of the Unit APS in MT's possession.

11) MT will send the completed Briefs to Tarion monthly.

12) On a monthly basis, Tarion will confirm to MT that the documentation in the applicable Briefs is complete and that the liability in relation to the Tarion-backstopped Deposit Claims of the relevant Purchasers will be extinguished once MT releases the relevant amounts in respect of the Tarion-backstopped Deposit Claims to such Purchasers or as any Purchaser may otherwise direct in writing. This process will be carried out on a timely basis, such that Tarion will provide MT with its confirmation within ten (10) business days of receipt of a Brief.

13) Within three (3) business days after receipt of the confirmation referred to in paragraph 12, MT will release the applicable Deposits to such Purchasers or as any Purchaser may otherwise direct in writing, to the extent such Deposits are held by MT. MT will prepare the refund cheques made out to the Purchaser(s) named in the applicable Unit APSs or as such Purchaser(s) may direct in writing pursuant to a signed direction, and will advise Purchasers when their Deposit refund cheques are available for pick-up.

14) The release of Purchasers shall not be effective until the Purchaser has received the Deposit to which they are entitled.

15) The Receiver covenants and agrees to seek approval of the Court of this Protocol, as accepted by the parties, including the forms of documents and schedules attached hereto, and the transactions contemplated herein.

SCHEDULE "A"

PURCHASER LIST

Suite No.	**Purchaser(s)**
[redacted]	Shilpa Athwal (Kapoor)
[redacted]	Kiranjit Rai
[redacted]	Barnabi Luna Caviedes AND Trish Anne S Manaig
[redacted]	Shaim Ghulam Mohammad
[redacted]	Humaira Anju Rahman
[redacted]	Isabel Ortiz AND Teresa Talato
[redacted]	Swati B Vazir AND Virenkumar Anilkumar Gandhi
[redacted]	Yatin Arora
[redacted]	Alphonse Marie Yongoua AND Madeleine Djeumo
[redacted]	Raphael Patrice Chapi Siani AND Corinne Gaelle Nitcheu Tchouafi
[redacted]	Daisy Nicolas AND James Ernest Nicolas
[redacted]	Hortance V Ngueyep AND Raymond Tatchikou
[redacted]	Yuyue Lin AND Lan Lin
[redacted]	Ravathythirunal Nagularajah

SCHEDULE "B" TO THE DEPOSIT RETURN PROTOCOL

RECEIVER'S CERTIFICATE

RECITALS

1. AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.) was appointed as the receiver (in such capacity, the "**Receiver**") of certain assets, property and undertakings of La Pue International Inc. (the "**Owner**") pursuant to an Order of the Ontario Superior Court of Justice (Commercial List), including in respect of the lands and premises owned by the Owner located at the address known municipally as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Property**").

2. Prior to the appointment of the Receiver, the Owner intended to develop and construct the "Stanley District" condominium project (the "**Project**") at the Property and, pursuant to unit purchase agreements (the "**Unit APSs**"), sold proposed units to purchasers who have paid deposits pursuant to the **Unit APSs** (the "**Deposits**");

3. The Deposits were initially held by Sullivan Mahoney LLP ("**SM**"), in its capacity as solicitors for the Owner and initial escrow agent pursuant to a deposit trust agreement entered into between the Owner, The Sovereign General Insurance Company, as former surety, and SM dated August 31, 2020;

4. SM's role as escrow agent was terminated and Miller Thomson LLP ("**MT**") took over as escrow agent and administrator of the Deposits for the purposes of the Protocol; and

5. Tarion Warranty Corporation has requested this certificate from the Receiver further to the establishment of a protocol to refund certain Deposits to purchasers;

THE RECEIVER CERTIFIES THAT:

a) MT, in its capacity as escrow agent and administrator of such Deposits, has advised the Receiver that (i) the Owner was party to ____ agreements of purchase and sale with respect to units in the Project as of _____(collectively, the "**Condominium Sales Agreements**"), with those _____ Condominium Sales Agreements that are being terminated pursuant to this Protocol listed on Exhibit "A" hereto; and (ii) since_____, no other agreements of purchase and sale have been entered into by the Owner or the Receiver in respect of the condominium project known as the "Stanley District" or the Property.

b) The Receiver is not aware of any other information that would suggest that sales of units in the Project were agreed to by the Owner after May 27, 2024.

[*Signature Page Follows*]

ALIXPARTNERS RESTRUCTURING, INC. (formerly KSV RESTRUCTURING INC.) solely in its capacity as Receiver, and not in its personal, corporate or any other capacity

_____

Name: Noah Goldstein
Title: Managing Director

SCHEDULE "C" TO THE DEPOSIT RETURN PROTOCOL
STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the proposed development of a condominium project (the "**Project**") by La Pue International Inc. (the "**Owner**") on those lands and premises owned by the Owner located at the address known municipally as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Property**")
PROVINCE OF ONTARIO	)	
TO WIT:	)	

I, <*>, of the City of Toronto, DO SOLEMNLY DECLARE THAT:

1. I am the <*> of the Owner, and as such have knowledge of the matters hereinafter declared.

2. To the best of my knowledge, the Owner is not proceeding with the Project that the Owner had proposed to construct on the Property.

3. To the best of my knowledge, the Owner provided all deposits they received in respect of the sale of condominium units in the Project to Sullivan Mahoney LLP, the escrow agent for the Owner.

4. To the best of my knowledge, the Owner entered into only <*> agreements of purchase and sale for condominium units in the Project and did not enter into any other agreements of purchase and sale for the condominium units in the Project.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED BEFORE ME in City of Toronto, in the Province of Ontario, this <*> day of <*>, 2026.

_____
A COMMISSIONER, ETC.

_____
<*>

SCHEDULE "D" TO THE DEPOSIT RETURN PROTOCOL

ACKNOWLEDGEMENT AND RELEASE

ACKNOWLEDGEMENT AND RELEASE

TO : **La Pue International Inc. (the "Vendor")**

AND TO: AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as court-appointed receiver of the Vendor (the "**Receiver**")

AND TO: Aird & Berlis LLP (as counsel to the Receiver) ("**Receiver's Counsel**")

AND TO: Miller Thomson LLP (as administrator for the return of the Deposit) ("**MT**")

AND TO: Tarion Warranty Corporation ("**Tarion**")

AND TO: 1000835091 Ontario Inc.

RE: **La Pue International Inc. (the "Vendor") sale to _____ (the "Purchaser")**
Unit ___, Level ___, Suite ___ (the "Purchased Unit"), 5528 Ferry Street, Niagara Falls, Ontario (the "Property")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale accepted on _____, 202__, pertaining to the Purchaser's acquisition from the Vendor of the Property (the "**Purchase Agreement**");

AND WHEREAS the Receiver was appointed over the Property;

AND WHEREAS on and subject to the terms of an agreement of purchase and sale, as amended, assigned and restated, 1000835091 Ontario Inc. (the "**Asset Purchaser**") agreed to purchase the Property from the Receiver;

AND WHEREAS Sullivan Mahoney LLP's role as escrow agent was terminated and MT took over as escrow agent and administrator of deposits for the purposes of returning the Deposit Monies (as defined below);

AND WHEREAS the Outside Occupancy Date for the subject transaction was May 30, 2025;

AND WHEREAS the Purchaser did not deliver their notice of termination within the required 30-day period following May 30, 2025;

AND WHEREAS the Purchaser has made a subsequent request to terminate the Purchase Agreement on a voluntary basis and neither the Asset Purchaser nor the Receiver opposes such termination, subject to and in accordance with the terms and conditions of this Acknowledgement and Release;

AND WHEREAS for the foregoing pertinent reasons, the parties hereto now desire to acknowledge termination of the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same.

NOW THEREFORE, IN CONSIDERATION OF the payments and mutual covenants described herein, the undersigned hereby acknowledge and agree that:

1. The recitals herein are true and correct. Capitalized terms used herein but not otherwise defined shall have the same meaning as set out in the Purchase Agreement.

2. The Purchase Agreement, together with any and all addendums thereto and amendments thereof, is terminated and of no further force or effect.

3. The Purchaser acknowledges and agrees that the Vendor has refunded and remitted to the Purchaser the sum of $_____ representing the aggregate of all deposit monies paid by the Purchaser to the Vendor (the "**Deposit Monies**"), without interest or bonus.

4. The Purchaser hereby irrevocably and unconditionally waives any right or entitlement that it may have to any interest on the Deposit Monies pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998* (the "**Act**"), if applicable.

5. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.

6. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s): (a) with respect to the Purchase Agreement, the Purchased Unit, the Deposit Monies or any interest thereon, any other monies paid by the Purchaser to the Vendor toward, or in connection with, the Purchased Unit and/or the Property, against the Vendor, AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.) in its capacity as court-appointed receiver of the Vendor (the "**Receiver**"), Aird & Berlis LLP (as counsel to the Receiver) ("**Receiver's Counsel**"), Miller Thomson LLP (as administrator for the return of the Deposit) ("**MT**"), Tarion Warranty Corporation ("**Tarion**"), the Asset Purchaser, or any other surety company or companies that have issued one or more bonds to Tarion in connection with the Project, nor against any party acting as escrow agent or as a prescribed trustee with respect to purchasers' deposit monies, nor against any other person(s) or corporation(s) entitled to claim (or who might claim) contribution or indemnity from the Vendor in connection with:

a. any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against any other party hereto, by reason of, or in connection with, the Purchase Agreement and/or the termination thereof pursuant to the foregoing provisions, the Deposit Monies, the Act or the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O. 31, and the regulations promulgated thereunder, or in connection with the condominium developed (or intended to be developed) on the Property; and

b. any and all right and entitlement to any delayed occupancy compensation that may be available in accordance with the terms of the Tarion/HCRA Statement of Critical Dates and Addendum, attached to the Purchase Agreement, whatsoever, including, but not limited to, any delayed occupancy compensation which may be due and owing as a result of any delay in delivering occupancy of the Unit to the Purchaser(s) on the Final Tentative Occupancy Date, Firm Occupancy Date, or Delayed Occupancy Date, or the failure to provide sufficient notice that occupancy will not be granted or available on any such occupancy date.

(collectively, the "**Released Matters**").

7. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Unit and the Property (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

8. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Released Matters against the Vendor, the Receiver, the Receiver's Counsel, MT, Tarion, the Asset Purchaser and/or any other person or corporation which might claim contribution or indemnity from any of the aforementioned parties.

9. In the event that all or any portion of the Deposit heretofore received by the Vendor or MT was drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser shall indemnify and save the Vendor and MT harmless, from and against all costs, claims, damages and/or liabilities which either or both of them may hereafter suffer or incur as a result of the Deposit being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to said third party.

10. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of government issued photo identification.

11. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters herein and has received such advice or has expressly declined or waived the opportunity to do so.

12. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.

13. This Agreement shall be construed in accordance with (and the parties hereto shall be governed by) the laws of the Province of Ontario, and each of the parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario.

14. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

15. Each of the parties hereto further acknowledges and agrees that these presents may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the undersigned parties shall have the same force and effect as if same were originally executed), and that a photocopy, telefaxed copy or scanned e-mailed copy of this executed Acknowledgement and Release may be relied upon to the same extent as if it were an original executed version.

[*Signature Page Follows*]

IN WITNESS WHEREOF the parties have hereto executed this Acknowledgement and Release as of the ____ day of _____, 2026.

_____

Name:

ALIXPARTNERS RESTRUCTURING, INC. (formerly KSV RESTRUCTURING INC.)
solely in its capacity as court-appointed receiver of
LA PUE INTERNATIONAL INC., and not in its personal, corporate or any other capacity

Per: _____

Name: Noah Goldstein

Title: Managing Director

)
)
)
)
_____)
Witness Name:)
)

_____

[Purchaser's Name]

Appendix “O”

Third Deposit Return Protocol (the "Protocol")

for the Stanley District Project

effective as of July 2, 2026

1) Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.)[1] (the "**Receiver**") was appointed as receiver over all property, assets and undertakings of La Pue International Inc. (the "**Company**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Project**").

2) The Company intended to develop and construct the Project and, pursuant to unit purchase agreements (the "**Unit APSs**"), sold proposed units to purchasers who paid deposits pursuant to the Unit APSs (the "**Deposits**") to Sullivan Mahoney LLP ("**SM**"), in trust in its capacity as solicitors for the Company and original escrow agent pursuant to a deposit trust agreement entered into between the Company, The Sovereign General Insurance Company (the "**Surety**") and SM dated August 31, 2020.

3) On and subject to the terms of an agreement of purchase and sale (as amended, assigned and restated), 1000835091 Ontario Inc. (the "**Asset Purchaser**") agreed to purchase the Project from the Receiver.

4) Following the return and cancellation of the Tarion Warranty Corporation ("**Tarion**") Bonds issued by the Surety and the transfer of the Deposits by SM to Miller Thomson LLP ("**MT**"), SM's role as escrow agent was terminated and MT took over as escrow agent and administrator of the Deposits for the purposes of this Protocol (in such capacity, the "**Escrow Agent**").

5) As part of the purchase of the Project, the Asset Purchaser agreed to assume, and the Receiver agreed to assign certain of the Unit APSs (herein referred to as the "**Assumed Purchasers**"), while certain of the Unit APSs remained unassumed (herein referred to as the "**Non-Assumed Purchasers**").

6) The purchasers of units in the Project identified in **Schedule "A"** attached hereto (the "**Terminated Purchasers**") have requested, via notice to the Receiver and/or to MT, the termination of their respective agreements of purchase and sale on a mutual consent basis (the "**Terminations**"). For greater certainty, the Terminated Purchasers are not terminating their Unit APSs pursuant to any unilateral right of termination, and the Terminations are being permitted solely on a mutual consent basis, conditional upon each applicable Terminated Purchaser executing and delivering the Acknowledgement and Release, including the waiver of any entitlement to interest contemplated by paragraph 7 below. The Receiver, on behalf of the Company, and the Asset Purchaser agree that these Terminations will be allowed on and subject to the terms of the Acknowledgement and Release (as defined below).

[1] Effective June 1, 2026, KSV Restructuring Inc. became AlixPartners Restructuring, Inc.

7) The Terminated Purchasers will not be entitled to any interest contemplated by the *Condominium Act, 1998,* S.O. 1998, c. 19 (the "**Condo Act**") and will expressly waive any such interest in the Acknowledgement and Release.

8) MT will send an email or letter to the Terminated Purchasers for which Deposits are being refunded notifying them that the Receiver has agreed to refund the Deposits and providing the instructions for so doing. These instructions will include, among other things, the requirement for Terminated Purchasers to execute an acknowledgement and release agreement in the form attached hereto as **Schedule "B"** (the "**Acknowledgement and Release**"), provide photo identification and a mailing address for service. For greater certainty, the Terminated Purchasers shall receive a return of their Deposits in the principal amount, however the Deposits shall exclude any form of interest.

9) MT will assemble the documents listed below (where available) (collectively, the "**Brief(s)**") and shall deliver same to the Receiver:

   a) Executed Acknowledgement and Release;
   b) Copy of Purchaser's photo ID;
   c) Clear copy of the first page of the applicable Unit APS that discloses: (i) the name of the purchaser; (ii) the unit number; (iii) the deposit amount(s); and (iv) the signature(s); and if necessary and available the second page of the Unit APS; and
   d) Clear copy of any assignment of the Unit APS in MT's possession.

10) The Receiver will execute the Acknowledgement and Release and provide a fully-executed copy of same to MT.

11) After receipt of the fully-executed Acknowledgement and Release referred to in paragraph 10, MT will release the applicable Deposits to such Terminated Purchasers or as any Terminated Purchaser may otherwise direct in writing, to the extent such Deposits are held by MT. MT will prepare the refund cheques made out to the Purchaser(s) named in the applicable Unit APSs or as such Purchaser(s) may direct in writing pursuant to a signed direction, and will advise Terminated Purchasers when their Deposit refund cheques are available for pick-up.

12) The release of Terminated Purchasers shall not be effective until the Terminated Purchaser has received the Deposit to which they are entitled.

13) For clarity, this Protocol expressly excludes any Assumed Purchasers. In no case shall any Deposits or accrued interest be released under this Protocol in connection with any Assumed Purchasers.

14) The Receiver covenants and agrees to seek approval of the Court of this Protocol, as accepted by the parties, including the forms of documents and schedules attached hereto, and the transactions contemplated herein.

SCHEDULE "A"

PURCHASER LIST

Suite No.	**Purchaser(s)**
[redacted]	Amanpreet Kaur Singh
[redacted]	Neeraj Chhabra and Santosh Chhabra
[redacted]	Manpreet Kaur Singh
[redacted]	Bal Krishna Cheruk (formerly Balaji Cherukumudi Krishnan)

SCHEDULE "B" TO THE DEPOSIT RETURN PROTOCOL

ACKNOWLEDGEMENT AND RELEASE

ACKNOWLEDGEMENT AND RELEASE

TO : La Pue International Inc. (the "**Vendor**")

AND TO: AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as court-appointed receiver of the Vendor (the "**Receiver**")

AND TO: Aird & Berlis LLP (as counsel to the Receiver) ("**Receiver's Counsel**")

AND TO: Westmount Guarantee Services Inc., Aviva Insurance Company of Canada and Liberty Mutual Insurance Company (collectively the "**Surety**")

AND TO: Miller Thomson LLP (as escrow agent and administrator for the return of the Deposit) ("**MT**")

AND TO: Tarion Warranty Corporation ("**Tarion**")

AND TO: 1000835091 Ontario Inc.

RE: La Pue International Inc. sale to _____ (the "**Purchaser**") Unit ___, Level ___, Suite ___ (the "**Purchased Unit**"), 5528 Ferry Street, Niagara Falls, Ontario (the "**Property**")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale accepted on _____, 202__, pertaining to the Purchaser's acquisition from the Vendor of the Property (the "**Purchase Agreement**");

AND WHEREAS the Receiver was appointed over the Property;

AND WHEREAS on and subject to the terms of an agreement of purchase and sale, as amended, assigned and restated, 1000835091 Ontario Inc. (the "**Asset Purchaser**") agreed to purchase the Property from the Receiver;

AND WHEREAS the Purchase Agreement provides, inter alia, for all of the Purchaser's deposit monies to be payable to the law firm of Sullivan Mahoney LLP, as escrow agent;

AND WHEREAS Sullivan Mahoney LLP's role as escrow agent was or will be terminated, and MT has or will take over as escrow agent and administrator of deposits for the purposes of returning the Deposit Monies (as defined below);

AND WHEREAS the Outside Occupancy Date for the subject transaction was May 30, 2025;

AND WHEREAS the Purchaser did not deliver their notice of termination within the required 30-day period following May 30, 2025;

AND WHEREAS the Purchaser has made a subsequent request to terminate the Purchase Agreement on a voluntary basis and neither the Asset Purchaser nor the Receiver opposes such termination, subject to and in accordance with the terms and conditions of this Acknowledgement and Release;

AND WHEREAS for the foregoing pertinent reasons, the parties hereto now desire to acknowledge termination of the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same.

NOW THEREFORE, IN CONSIDERATION OF the payments and mutual covenants described herein, the undersigned hereby acknowledge and agree that:

1. The recitals herein are true and correct. Capitalized terms used herein but not otherwise defined shall have the same meaning as set out in the Purchase Agreement.

2. The Purchase Agreement, together with any and all addendums thereto and amendments thereof, is terminated and of no further force or effect.

3. The Purchaser acknowledges and agrees that the Vendor has refunded and remitted to the Purchaser the sum of $_____ representing the aggregate of all deposit monies paid by the Purchaser to the Vendor (the "**Deposit Monies**"), without interest or bonus.

4. The Purchaser hereby irrevocably and unconditionally waives any right or entitlement that it may have to any interest on the Deposit Monies pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998* (the "**Act**"), if applicable.

5. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.

6. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s): (a) with respect to the Purchase Agreement, the Purchased Unit, the Deposit Monies or any interest thereon, any other monies paid by the Purchaser to the Vendor toward, or in connection with, the Purchased Unit and/or the Property, against the Vendor, the Receiver, the Receiver's Counsel, MT, the Surety, the Tarion Warranty Corporation ("**Tarion**"), the Asset Purchaser, or any other surety company or companies that have issued one or more bonds to Tarion or deposit insurance in connection with the Property, nor against any party acting as escrow agent or as a prescribed trustee with respect to purchasers' deposit monies, nor

against any other person(s) or corporation(s) entitled to claim (or who might claim) contribution or indemnity from the Vendor in connection with:

a. any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against any other party hereto, by reason of, or in connection with, the Purchase Agreement and/or the termination thereof pursuant to the foregoing provisions, the Deposit Monies, the Act or the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O. 31, and the regulations promulgated thereunder, or in connection with the condominium developed (or intended to be developed) on the Property; and

b. any and all right and entitlement to any delayed occupancy compensation that may be available in accordance with the terms of the Tarion/HCRA Statement of Critical Dates and Addendum, attached to the Purchase Agreement, whatsoever, including, but not limited to, any delayed occupancy compensation which may be due and owing as a result of any delay in delivering occupancy of the Unit to the Purchaser(s) on the Final Tentative Occupancy Date, Firm Occupancy Date, or Delayed Occupancy Date, or the failure to provide sufficient notice that occupancy will not be granted or available on any such occupancy date.

(collectively, the "**Released Matters**").

7. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Unit and the Property (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

8. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Released Matters against the Vendor, the Receiver, the Receiver's Counsel, the Surety, MT, Tarion, the Asset Purchaser and/or any other person or corporation which might claim contribution or indemnity from any of the aforementioned parties.

9. In the event that all or any portion of the Deposit heretofore received by the Vendor or MT was drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser shall indemnify and save the Vendor and MT harmless, from and against all costs, claims, damages and/or liabilities which either or both of them may hereafter suffer or incur as a result of the Deposit being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to said third party.

10. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of government issued photo identification.

11. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters herein and has received such advice or has expressly declined or waived the opportunity to do so.

12. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.

13. This Agreement shall be construed in accordance with (and the parties hereto shall be governed by) the laws of the Province of Ontario, and each of the parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario.

14. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

15. Each of the parties hereto further acknowledges and agrees that these presents may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the undersigned parties shall have the same force and effect as if same were originally executed), and that a photocopy, telefaxed copy or scanned e-mailed copy of this executed Acknowledgement and Release may be relied upon to the same extent as if it were an original executed version.

[*Signature Page Follows*]

IN WITNESS WHEREOF the parties have hereto executed this Acknowledgement and Release as of the ____ day of _____, 2026.

_____

Name:

ALIXPARTNERS RESTRUCTURING, INC. (formerly KSV RESTRUCTURING INC.)
solely in its capacity as court-appointed receiver of
LA PUE INTERNATIONAL INC., and not in its personal, corporate or any other capacity

Per: _____

Name: Noah Goldstein

Title: Managing Director

)
)
)
)
_____)
Witness Name:)
)

_____

[Purchaser's Name]

Appendix “P”

COURT-ORDERED DEPOSIT RETURN PROTOCOL

RE: STANLEY DISTRICT PROJECT and TERMINATED AGREEMENTS OF PURCHASE AND SALE

THIS AGREEMENT (the "**Protocol**") is made as of the ____ day of July, 2026.

BETWEEN:

ALIXPARTNERS RESTRUCTURING, INC.
(formerly KSV RESTRUCTURING INC.),
in its capacity as Court-appointed receiver of La Pue International Inc.
(the "**Receiver**")

- and -

MILLER THOMSON LLP,
in its capacity as replacement escrow agent and administrator of deposits for the Stanley District Project
(the "**Replacement Escrow Agent**")

- and -

1000835091 ONTARIO INC.
(the "**Asset Purchaser**")

WHEREAS:

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Receiver[1] was appointed as receiver over all property, assets and undertakings of La Pue International Inc. (the "**Company**"), including the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario and known as the "Stanley District" condominium project (the "**Project**").

B. The Company intended to develop and construct the Project and, pursuant to agreements of purchase and sale in respect of proposed condominium units in the Project (the "**Unit APSs**"), sold proposed units to purchasers who paid deposits pursuant to the Unit APSs (the "**Deposits**").

C. The Deposits were originally paid to Sullivan Mahoney LLP ("**SM**"), in trust, in its capacity as solicitors for the Company and original escrow agent pursuant to a deposit trust agreement

[1] Effective June 1, 2026, KSV Restructuring Inc. became AlixPartners Restructuring, Inc.

entered into between the Company, The Sovereign General Insurance Company, as former surety (the "**Former Surety**") and SM dated August 31, 2020.

D. On and subject to the terms of an asset purchase agreement dated April 4, 2024, as amended, assigned and restated, the Asset Purchaser agreed to purchase the Project from the Receiver.

E. As part of the purchase of the Project, the Asset Purchaser agreed to assume, and the Receiver agreed to assign, certain of the Unit APSs (the "**Assumed APSs**").

F. Certain Unit APSs were not assumed by the Asset Purchaser and, subject to those Unit APSs that were already terminated pursuant to previously implemented deposit return protocols, remain to be addressed by the Receiver (the "**Remaining APSs**").

G. Following the return and cancellation of the Tarion Warranty Corporation ("**Tarion**") bonds issued by the Former Surety and the transfer of the Deposits by SM to the Replacement Escrow Agent, SM's role as escrow agent was terminated and the Replacement Escrow Agent assumed responsibility for administering the Deposits.

H. The parties wish to establish a protocol for the return of Deposits held by the Replacement Escrow Agent in respect of the Remaining APSs as expressly listed in Schedule "A" hereto, following the issuance of an Order of the Court terminating, disclaiming or otherwise addressing the Remaining APSs and approving this Protocol and the return of such Deposits (the "**Order**").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Capitalized terms used but not otherwise defined in this Protocol have the meanings given to them in the recitals hereto.

2. The Receiver intends to seek the Order, among other things:

    a. approving this Protocol;

    b. terminating the Remaining APSs;

    c. authorizing and directing the Replacement Escrow Agent to return the Deposits held in respect of the Remaining APSs in accordance with this Protocol and the Order;

    d. approving the form of notice attached as Schedule "B" hereto; and

    e. granting releases in favour of the Company, the Receiver, the Receiver's legal counsel, the Replacement Escrow Agent, the Asset Purchaser, Tarion and any applicable sureties or the Former Surety.

3. Upon the issuance and entry of the Order, the Remaining APSs shall be terminated in accordance with the terms of the Order.

4. Following the issuance and entry of the Order, the Replacement Escrow Agent shall send an email or letter, substantially in the form attached as Schedule "B" hereto, to each purchaser under the Remaining APSs expressly listed in Schedule "A" hereto (each, a "**Remaining Purchaser**") notifying them that:

    a. the applicable Remaining APS has been terminated pursuant to the Order;

    b. the Replacement Escrow Agent has been authorized and directed to return the Deposit held in respect of the applicable Remaining APS in accordance with the Order and this Protocol;

    c. the Remaining Purchaser is required to provide reasonable information and documentation required to confirm identity, mailing address and payment instructions; and

    d. the Deposit will be returned in the amount and manner authorized by the Order.

5. The documentation to be requested by the Replacement Escrow Agent from each Remaining Purchaser shall include, where applicable and available, the following (collectively, the "**Requested Documents**"):

    a. a copy of government-issued photo identification;

    b. a current mailing address for service;

    c. payment delivery instructions;

    d. a signed receipt and payment direction substantially in the form attached as Schedule "C" hereto;

    e. a clear copy of the first page of the applicable Unit APS that discloses the name of the purchaser, the unit number, the deposit amount and the signature page, and, if necessary and available, the second page of the Unit APS; and

    f. a clear copy of any assignment of the applicable Unit APS in the possession of the Remaining Purchaser or the Replacement Escrow Agent.

6. The Replacement Escrow Agent shall assemble the Requested Documents, to the extent available, and shall provide the Receiver with a copy of same for each Remaining Purchaser before releasing the applicable Deposit, unless otherwise directed by the Receiver or the Court.

7. Subject to paragraph 8 below, after receipt of the documentation reasonably required by the Replacement Escrow Agent and the Receiver, the Replacement Escrow Agent shall release the applicable Deposit to the applicable Remaining Purchaser, or as such Remaining Purchaser may otherwise direct in writing, to the extent such Deposit is held by the Replacement Escrow Agent and is authorized to be released pursuant to the Order.

8. The Replacement Escrow Agent shall not be required to release any Deposit unless and until:

a. the Order has been issued and entered;

b. the Replacement Escrow Agent has received such information and documentation as it reasonably requires to confirm the identity of the Remaining Purchaser and the proper payee;

c. the Receiver has provided any direction or consent required under the Order or this Protocol;

d. the sureties have provided any direction or consent required, if applicable in the opinion of the Replacement Escrow Agent; and

e. the Replacement Escrow Agent is satisfied, acting reasonably, that it has sufficient information to process the payment.

9. The return of each Deposit pursuant to this Protocol shall be in the principal amount held by the Replacement Escrow Agent in respect of the applicable Remaining APS, together with the applicable interest payable under the *Condominium Act, 1998* (Ontario), unless otherwise ordered by the Court.

10. The releases contemplated by this Protocol shall be those set out in the Order and, unless otherwise ordered by the Court, shall not be conditional upon the execution of a separate release by any Remaining Purchaser, except as provided for in paragraph 11.

11. The Replacement Escrow Agent may require a Remaining Purchaser to sign a receipt, acknowledgement, payment direction or other administrative confirmation reasonably required to process the return of the applicable Deposit, provided that such document shall not amend, derogate from or otherwise limit the terms of the Order.

12. The Replacement Escrow Agent shall prepare the refund cheques or other payments in respect of the Deposits made payable to the applicable Remaining Purchaser or as such Remaining Purchaser may direct in writing pursuant to a signed direction acceptable to the Replacement Escrow Agent, acting reasonably, and shall advise the applicable Remaining Purchaser when such refund cheque is available for pick-up or delivery or when such other approved method of payment is available or has been completed.

13. The Replacement Escrow Agent shall provide written confirmation to the Receiver after the Deposits have been returned pursuant to this Protocol.

14. For greater certainty, this Protocol does not apply to:

a. any Assumed APSs;

b. any Unit APSs that have been or are hereafter terminated by mutual consent pursuant to a separate deposit return protocol or acknowledgement and release; or

c. any Unit APSs removed from Schedule "A" prior to the issuance and entry of the Order.

15. The Receiver may amend Schedule "A" prior to the hearing of the motion approving this Protocol to remove any Unit APSs that are resolved by mutual consent, acknowledgement and release, further deposit return protocol or further order of the Court.

16. Nothing in this Protocol shall require the Replacement Escrow Agent to release any Deposit except to the extent such Deposit is held by the Replacement Escrow Agent and is authorized to be released pursuant to the Order. For greater certainty, no Deposit or accrued interest shall be released under this Protocol in respect of any Assumed APS. For greater certainty, in no circumstances shall the Asset Purchaser or the Replacement Escrow Agent have any liability for any delayed occupancy compensation or any other similar amount owing or payable in respect of the Remaining APSs.

17. This Protocol may be amended only by written agreement of the Receiver, the Replacement Escrow Agent and the Asset Purchaser, or by further Order of the Court.

18. This Protocol shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

19. This Protocol shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

20. This Protocol may be executed in counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SCHEDULE "A"

REMAINING APSs

Suite No.	**Purchaser(s)**
[redacted]	Fatima Jose Dos Santos Moniz
[redacted]	Carlos E. Mendez Blanco
[redacted]	Raimundo Flavio Dos Santos
[redacted]	Jayashri Raghunathan and Phaneendra R Rallapalli
[redacted]	Ferduse Bari and Misbah Meshbahul Bari
[redacted]	Lindsay Vo

SCHEDULE "B"

FORM OF NOTICE TO REMAINING PURCHASERS

Dear [Purchaser Name],

Re: Stanley District Project — Suite _____

We are writing to advise that, pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated _____, 2026 (the "**Order**"), the agreement of purchase and sale between you and La Pue International Inc. in respect of Suite _____ at the Stanley District condominium project has been terminated.

Pursuant to the Order, Miller Thomson LLP, in its capacity as replacement escrow agent and administrator of deposits for the Stanley District project, has been authorized and directed to return the deposit held in respect of your agreement of purchase and sale, together with any applicable interest payable under the *Condominium Act, 1998* (Ontario), in accordance with the Order and the Court-Ordered Deposit Return Protocol approved by the Court.

In order to process the return of your deposit and any applicable interest, please provide the following:

1. a copy of government-issued photo identification;

2. your current mailing address for service;

3. a signed receipt and payment direction in the form enclosed with this letter; and

4. a copy of the first page and signature page of your agreement of purchase and sale, together with any assignment of your agreement of purchase and sale.

No deposit or applicable interest will be released until the required information has been received and verified, and we have received the requisite authorizations pursuant to the Order. We will notify you once your cheque is available for pick-up, from either our Toronto or Vaughan offices.

Yours truly,

Miller Thomson LLP, in its capacity as replacement escrow agent and administrator of deposits for the Stanley District project

SCHEDULE "C"

FORM OF RECEIPT AND PAYMENT DIRECTION

TO: Miller Thomson LLP, in its capacity as replacement escrow agent and administrator of deposits for the Stanley District project (the "**Escrow Agent**")

AND TO: AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as Court-appointed receiver of La Pue International Inc. (the "**Receiver**")

RE: **La Pue International Inc. (the "Vendor") sale of Suite _____ in the Stanley District Project**

The undersigned purchaser acknowledges that, pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) dated _____, 2026 (the "**Order**"), the Escrow Agent has been authorized and directed to return the deposit held in respect of the agreement of purchase and sale for Suite _____ at the Stanley District condominium project, together with any applicable interest payable under the *Condominium Act, 1998* (Ontario), as authorized by the Order.

The undersigned purchaser directs the Escrow Agent to return the applicable deposit, together with any applicable interest payable under the *Condominium Act, 1998* (Ontario), as authorized by the Order, as follows:

Payee Name(s): _____

Mailing Address: _____

Delivery Instructions: _____

The undersigned purchaser acknowledges and agrees that the Escrow Agent has refunded and remitted the sum of $_____, representing the aggregate of all deposit monies paid by the undersigned (the "Deposit"), and it is expressly understood and agreed that upon repayment of the Deposit the purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Deposit against the Vendor, the Receiver, the Escrow Agent, Westmount Guarantee Services Inc., Aviva Insurance Company of Canada and/or Tarion Warranty Corporation, nor against any other person or corporation entitled to claim (or which might claim) contribution or indemnity from the aforementioned parties.

The undersigned purchaser acknowledges that the information provided above is true and correct and may be relied upon by the Escrow Agent and the Receiver for the purpose of processing the return of the applicable deposit, together with any applicable interest payable under the *Condominium Act, 1998* (Ontario).

For greater certainty, this receipt and payment direction is provided for administrative purposes only and does not amend, derogate from or otherwise limit the terms of the Order.

DATED this ___ day of _____, 2026.

Witness Name:	**Purchaser Name:**

Appendix “Q”

<*>
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266
<*>@alixparrtners.com.com

<*>.com

July <*>, 2026

To: Unit buyers ("Unit Buyers") of La Pue International Inc. (the "Company") re Stanley District Project

Re: Final Update to Unit Buyers – Completion of Receivership Proceedings

The purpose of this notice is to provide Unit Buyers with a final update on the status of the assignment and assumption of their agreement of purchase and sale to the Purchaser of the Stanley District project.

As previously advised, a sale transaction for the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**") on which the Company was developing a condominium project known as "**Stanley District**", pursuant to an agreement of purchase and sale (as amended, the "**Purchase Agreement**") between the Receiver, as vendor, and 1000835091 Ontario Inc. (the "**Purchaser**"), as purchaser, which was approved by the Court, was completed on March 19, 2025. Copies of the Approval and Vesting Order, the Receivership Order and other court materials filed in the receivership proceeding to date can be found on the Receiver's case website (the "**Case Website**") at https://www.ksvadvisory.com/experience/case/lapue.

Unit Buyer Agreement Assignment and Assumption

The Purchaser, which is an affiliate of **Aura Developments**, has now assumed a majority of the Unit Buyers' agreements of purchase and sale effective July <*>, 2026 (collectively, the "**Assigned Homebuyer APSs**") pursuant to the terms of the Purchase Agreement. If you are one of the Assigned Homebuyer APSs, you will receive a notice from the Purchaser in the very near term which will include contact information for representatives of the Purchaser to whom all future correspondence can be directed.

As previously noted in the previous Notice of Homebuyers, the Purchaser advised the Receiver that it does not intend to take assignment of any of the agreements of purchase and sale that have an Outside Occupancy Date of May 30, 2025 (the "**Non-Assigned APSs**"). In addition, certain Homebuyers with an Outside Date of May 30, 2025 elected to unilaterally terminate their agreement of purchase and sale pursuant to the terms therein, which provided the right to Homebuyers to terminate their agreement within 30 days following expiry of the Outside Date.

For those Homebuyers who did not trigger the termination within the prescribed termination period provide for in the agreement, but still wanted to terminate their agreement, the Purchaser, in consultation with the Receiver, developed a deposit return protocol that permitted those Homebuyers with an option, in their sole discretion, to terminate their agreement and receiver the principal amount of their deposit in full, without interest or any further entitlement under *Condominium Act*. The escrow agent, with the consent of the

Purchaser and the Receiver, have returned the deposits to those Homebuyers pursuant to the terms of the deposit return protocols.

There remains only a small number of Non-Assigned APSs which remain with the Receiver to administer. As the Purchaser will not be assuming these agreements and the Receiver cannot fulfill the terms, the Receiver will be seeking to terminate those agreements.

Discharge Motion scheduled for July 24, 2026

On July 24, 2026, at 10AM (Toronto Time), the Receiver will be bringing a motion for orders, among other things, terminating the receivership proceedings and discharging the Receiver.

In addition, the Receiver will be seeking an order to terminate the remaining Non-Assigned APSs and the return of the related deposits to those Homebuyers that were not terminated pursuant to one of the deposit return protocols previously implemented by the Receiver.

Should you have any questions, please feel free to contact the Receiver by email at murtaza.tallat@alixpartners.com.

Yours truly,

ALIXPARTNERS RESTRUCTURING, INC. (formerly KSV Restructuring Inc.)
SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL CAPACITY

67052325.1

Appendix “R”

LA PUE INTERNATIONAL INC.
Interim Statement of Receipts and Disbursements
For the Period Ending July 15, 2026
($; unaudited)

Description	Notes	Amount
Receipts		
Sales of Property	1	3,804,281
Funding from MarshallZehr		476,445
Interest		149,495
		4,430,221
Disbursements		
Repairs & Maintenance		879,332
Commission on Sale of Property		440,000
Legal Fees		445,006
Distribution to MarshallZehr		302,000
Receiver's Fees		268,812
GST/HST Paid		265,427
Other Professional Fees		18,942
Legal Disbursements		4,131
Computer and Software Fees		1,325
Insurance		821
Bank Charges		542
Other		266
Filing Fees Paid to Official Receiver		75
		2,626,678
Balance, prior to accrued fees and costs		**1,803,543**

Note 1:
The sale proceeds under the Transaction were $22,050,000; however, approximately $18.05 million was distributed by law firms directly to the secured creditors, and therefore is not reflected in this schedule.

Appendix “S”

COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

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

AFFIDAVIT OF NOAH GOLDSTEIN
(sworn JULY 16, 2026)

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

1. I am a Partner and Managing Director of AlixPartners Restructuring, Inc. ("**AlixPartners**" formerly KSV Restructuring Inc.[1])

2. Pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) made on October 19, 2023, AlixPartners was appointed as the receiver and manager of the assets, undertakings and property of La Pue International Inc. (the "**Company**") acquired for, or used in relation to, a business carried on by the Company (collectively, the "**Property**")

3. I have managed this mandate since the date of the Receivership Order. As such, I have knowledge of the matters to which I hereinafter depose.

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Court Officer in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate remain unchanged.

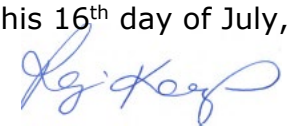
4. The Receiver prepared invoices detailing its services rendered (the "**Invoices**") from October 19, 2023 to June 30, 2026 in the aggregate amount of $284,212.25 (excluding disbursements and HST). Attached hereto and marked as **Exhibit "A"** to this Affidavit are copies of the Invoices.

5. Additionally, attached hereto as **Exhibit "B"** is a summary of the roles, hours and rates charged by members of the Receiver who have worked on this matter, and I hereby confirm that the list represents an accurate account of such information. The average hourly rate of the Receiver is **$600.74**.

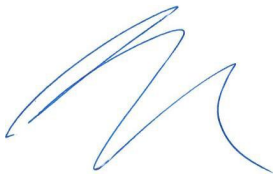
6. I consider the accounts to be fair and reasonable considering the circumstances connected with this matter.

7. This Affidavit is made in support of a motion to, *inter alia,* approve the attached accounts of the Receiver and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of Toronto, in the Province of Ontario, this 16th day of July, 2026



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for AlixPartners Restructuring, Inc.
Expires February 23, 2027



Noah Goldstein

This is Exhibit “A” referred to in the
Affidavit of Noah Goldstein sworn before
me, this 16th day of July, 2026



……

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for AlixPartners Restructuring, Inc.
Expires February 23, 2027

ksv advisory inc.
220 Bay St, Suite 1300 PO Box 20
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

La Pue International Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 20, 2025

Invoice No: 4435
HST #: 818808768RT0001

Re: La Pue International Inc. (the "Company")

For professional services rendered by KSV Restructuring Inc. for the period from October 19, 2023 to April 30, 2025 in its capacity as receiver and manager (the "Receiver") of the Company in respect of the assets acquired for or used in relation to the business carried on by the Company, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") issued on October 19, 2023 (the "Receivership Order"), including:

Background and General

- Corresponding extensively with Chaitons LLP ("Chaitons"), the Receiver's counsel and counsel to MarshallZehr Inc. ("MZ"), regarding various aspects of the receivership;
- Corresponding with MZ, the senior mortgagee, regarding the receivership proceedings generally;
- Corresponding with Aird & Berlis LLP ("A&B"), the Receiver's independent counsel, regarding the receivership proceedings generally;
- Corresponding with the representatives of the Company to, among other things, attempt to obtain the Company's books and records, including financial information pertaining to the real property located in Niagara Falls, Ontario (the "Real Property");
- Corresponding with MZ on a weekly basis to discuss the receivership and a sale process for the Real Property;
- Reviewing financial and other information related to the Company, including, among other things, pre-sale agreements with homebuyers (the "Pre-Sale Agreements") and a revitalization grant agreement (the "RGA");

- Engaging Tert & Ross Inc. (“T&R”), a third-party contractor, to perform site visits and to secure and monitor the Real Property;

- Corresponding extensively with T&R regarding the Real Property;

- Reviewing reports from T&R regarding site conditions and security matters;

- Opening an estate bank account for the Company;

- Corresponding with the Company’s insurance broker to obtain copies of the insurance policies and to request that the Receiver be added as a named insured and loss payee on the policies;

- Corresponding with the Canada Revenue Agency (“CRA”) regarding the status of the Company’s HST accounts and opening new HST accounts for the receivership proceedings;

Court Matters

- Reviewing and commenting on all application materials filed by MZ regarding the appointment of a receiver;

- Attending in Court (virtually) on October 13, 2023 in connection with the receivership application;

- Reviewing the Receivership Order and the corresponding Endorsement issued by the Court;

- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on December 20, 2023 (the “Sale Process Motion”), including:

    - the Notice of Motion of the Receiver; and

    - the draft Orders;

- Preparing the First Report of the Receiver dated December 13, 2023, in connection with the Sale Process Motion;

- Attending in Court (virtually) on December 20, 2023 in connection with the Sale Process Motion;

- Reviewing the Court order and related endorsement dated December 20, 2023;

- Attending in Court (virtually) on January 10, 2024 in connection with the Sale Process Motion;

- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on April 11, 2024 (the “Borrowing Charge Motion”), including:

    - the Notice of Motion of the Receiver; and

    - the draft Order;

- Preparing the Second Report of the Receiver dated April 2, 2024 in connection with the Borrowing Charge Motion;

- Reviewing a Court order and endorsement dated April 11, 2024;
- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on October 21, 2024 (the "Transaction Motion"), including:
    - the Notice of Motion of the Receiver; and
    - the draft Order;
- Preparing the Third Report of the Receiver dated June 17, 2024 in connection with approving a Transaction Motion;
- Reviewing a Court order dated June 21, 2024;
- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on January 7, 2025 (the "Amended Transaction Motion"), including:
    - the Notice of Motion of the Receiver; and
    - the draft Order
- Preparing the Fourth Report of the Receiver dated December 11, 2024 in connection with the Amended Transaction Motion;
- Reviewing several Court orders dated January 7, 2025;
- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on February 19, 2025 (the "Appeal Motion"), including:
    - the Notice of Motion of the Receiver; and
    - the draft Order;
- Preparing the Fifth Report of the Receiver dated January 20, 2025 in connection with the Appeal Motion;
- Preparing the Sixth Report of the Receiver dated January 22, 2025 in connection with a motion brought by the Receiver assign the APA (as defined below);
- Reviewing the Court of Appeal for Ontario's endorsement dated February 19, 2025;
- Preparing the Seventh Report of the Receiver dated February 20, 2025 in connection with a motion made by the Company to redeem the MZ mortgagee;
- Preparing the Eighth Report of the Receiver dated March 31, 2025 in connection with next steps in the proceedings;

<u>Request For Proposals from Realtors</u>

- Requesting proposals from commercial real estate brokerage firms (the "Brokers") to list the Real Property for sale ("RFP");
- Corresponding with each of the Brokers regarding the receivership proceedings and the RFP process;

- Preparing an RFP package for each of the Brokers, including a confidentiality agreement;
- Preparing a virtual data room with detailed information regarding the Real Property including drawings, designs, development applications, environmental reports and correspondence with the City of Niagara Falls for the purposes of providing the Brokers with information to perform due diligence;
- Corresponding and attending calls with the Brokers to assist with their diligence;
- Reviewing the proposals submitted by the Brokers and considering their approaches to the Real Property;
- Preparing a summary of the proposals and discussing same with MZ;
- Attending calls and meetings with each of the Brokers and MZ regarding the proposal;
- Selecting the successful broker, Colliers Macaulay Nicolls Inc. ("Colliers") as the listing agent;

Sale Process

- Corresponding extensively with Colliers and MZ regarding all aspects the sale of the Real Property (the "Sale Process")
- Preparing a non-disclosure agreement ("NDA") for prospective purchasers to sign to access a virtual data room prepared by the Broker ("VDR");
- Reviewing the VDR and marketing materials prepared by the Broker including a teaser and offering memorandum;
- Preparing a template form of agreement of purchase and sale for prospective purchasers and making same available in the VDR;
- Attending update meetings with the Broker and MZ regarding the Sale Process;
- Corresponding with prospective purchasers and facilitating due diligence requests;
- Reviewing the bids submitted in the Sale Process and discussing the same with Colliers and MZ;
- Dealing extensively with the successful offer in the sale process, including several calls with the principals and MZ;
- Attending several calls with the City of Niagara Falls regarding the development and the RGA, including attending City of Niagara Falls council meetings;
- Dealing with lien claimants, including assessing their lien claims;
- Dealing extensively with Aura Developments, an entity related to the purchaser, regarding the project;
- Executing an Agreement of Purchase and Sale with the purchaser, including three amendments related thereto;

Other General Matters

- Responding to numerous inquiries from creditors and interested parties regarding the Company;
- Maintaining the receivership case website;
- Preparing a Notice and Statement of the Receiver (the "Notice") for the Company pursuant to Subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- Preparing an interim statement of receipts and disbursements;
- Reviewing the Company's payables listings and financial statements;

Other

- Dealing with numerous vendors to resolve issues arising at the Real Property, including general maintenance and security issues;
- Dealing with BLG LLP, counsel to Sovereign Insurance, the surety for the project;
- Convening internal meetings; and
- Attending all other meetings, correspondence, etc. related to this matter.

Total fees and disbursements	$	203,754.58
HST		26,475.10
Total due	$	230,229.68

KSV Restructuring Inc.

La Pue International Inc.

Time Summary

For the Period October 19, 2023 to April 30, 2025

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700-850	118.20	94,125.00
Murtaza Tallat	550-575	123.00	69,227.50
Nisan Thurairatnam	425-475	66.58	30,284.00
Other Staff and Administration		39.45	8,683.50
Total Fees			202,320.00
Add: Out of Pocket Disbursements			
Firmex			1,000.00
Ascend fees			325.00
Postage			9.58
Loan from KSV (non-taxable)			100.00
Total Out of Pocket Disbursements			1,434.58
Total Fees and Disbursements			**203,754.58**

ksv advisory inc.
220 Bay St, Suite 1300 PO Box 20
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

La Pue International Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 29, 2026

Invoice No: 5467
HST #: 818808768RT0001

Re: La Pue International Inc. (the "Company")

For professional services rendered by KSV Restructuring Inc. for the period from May 1, 2025 to April 30, 2026 in its capacity as receiver and manager (the "Receiver") of the Company in respect of the assets acquired for or used in relation to the business carried on by the Company, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") issued on October 19, 2023 (the "Receivership Order"), including:

Background and General

- Corresponding extensively with Chaitons LLP ("Chaitons"), the Receiver's counsel and counsel to MarshallZehr Inc. ("MZ"), regarding various aspects of the receivership;
- Corresponding with MZ, the senior mortgagee, regarding the receivership proceedings generally;
- Corresponding with Aird & Berlis LLP ("A&B"), the Receiver's independent counsel, regarding the receivership proceedings generally;
- Corresponding with the representatives of the Company to, among other things, attempt to obtain the Company's books and records, including financial information pertaining to the real property located in Niagara Falls, Ontario (the "Real Property");
- Corresponding with MZ on a weekly basis to discuss the receivership and a sale process real property located in Niagara Falls, Ontario (the "Real Property");
- Corresponding extensively with an affiliate of Aura Developments, the purchaser of the Real Property (the "Purchaser") and its counsel, Miller Thomson LLP ("MT"), in connection with various post-closing matters concerning the sale transaction;

APS Assignment and Deposit Return Protocol (the "DRP")

- Attending calls and corresponding with Tarion Warranty Corporation ("Tarion"), BLG LLP ("BLG"), counsel to Sovereign Insurance ("Sovereign"), the deposit insurer for the project being developed on the Real Property (the "Project"), regarding Tarion's and Sovereign's warranty coverage and homebuyer deposits;

- Attending various calls with the Purchaser, MT and A&B regarding the status of the assignment of the homebuyer agreements of purchase and sale for the Project (the "APSs)

- Developing, reviewing and implementing two DRPs for the return of certain homebuyer deposits, and corresponding extensively with Tarion, BLG, MT, and A&B in connection with the same;

- Preparing and distributing Notices to Homebuyers dated June 17, 2025, September 19, 2025, January 8, 2026 and February 11, 2206, advising homebuyers of the status of the APS assignments;

- Attending calls and corresponding by email with numerous homebuyers of the Project regarding the status of the APS assignments and the DRPs;

- Reviewing letters received from counsel retained by certain homebuyers and corresponding with such counsel in connection with the same with the assistance of A&B;

- Reviewing and coordinating the execution of certain Release and Termination Agreements ("RTAs") to the virtual data room and corresponding with MT regarding the same;

- Corresponding extensively with MZ, Chaitons, BLG, A&B, the Purchaser and MT regarding the steps required to complete an assignment of the APSs, including regaridng certain fees owing to Sovereign;

Lien Claim Matters

- Dealing with matters concerning the priority of various lien claims filed on the Real Property, including reviewing the following documents filed in connection with the lien matters:

    - the Factum of Buttcon Limited dated September 19, 2025;

    - the Case Conference Brief of the Receiver and the Aide Memoire of the Receiver dated September 25, 2025;

    - the Aide Memoire of the Receiver dated October 29, 2025;

- Dealing with lien claimants, including assessing their lien claims and corresponding with A&B regarding the same;

- Attending a case conference regarding the lien matters on September 26, 2025;

- Reviewing correspondence from Chaitons, A&B and the lien claimants regarding the status of settlement discussions concerning the liens;

Other General Matters

- Responding to numerous inquiries from creditors and interested parties regarding the Company;
- Maintaining the receivership case website;
- Preparing a Notice and Statement of the Receiver (the "Notice") for the Company pursuant to Subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- Preparing an interim statement of receipts and disbursements;
- Convening internal meetings; and
- Attending all other meetings, correspondence, etc. related to this matter.

Total fees and disbursements	$	66,747.90
HST		8,677.23
Total due	$	75,425.13

KSV Restructuring Inc.

La Pue International Inc.

Time Summary

For the Period May 1, 2025 to April 30, 2026

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	850-950	29.50	25,605.00
Murtaza Tallat	575-750	54.12	35,768.00
Other Staff and Administration		23.20	5,118.50
Total Fees			66,491.50
Add: Out of Pocket Disbursements			
Other			256.40
Total Out of Pocket Disbursements			256.40
Total Fees and Disbursements			**66,747.90**

AlixPartners

La Pue International Inc.
c/o AlixPartners Restructuring, Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 15, 2026

Invoice No.: 5597
HST #: 818808768RT0001

Re: La Pue International Inc. (the "Company")

For professional services rendered by AlixPartners Restructuring, Inc.. [1] for the period from May 1, 2026 to June 30, 2026 in its capacity as receiver and manager (the "Receiver") of the Company in respect of the assets acquired for or used in relation to the business carried on by the Company, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") issued on October 19, 2023 (the "Receivership Order"), including:

General

- Corresponding with Aird & Berlis LLP ("A&B"), the Receiver's independent counsel, regarding the receivership proceedings generally;
- Corresponding with Chaitons LLP ("Chaitons"), in its capacity as counsel to MarshallZehr Inc. ("MZ"), regarding various aspects of the receivership;
- Corresponding with MZ, the senior mortgagee, regarding the receivership proceedings generally;
- Corresponding with the representatives of the Company to, among other things, attempt to obtain the Company's books and records, including financial information pertaining to the;
- Corresponding with an affiliate of Aura Developments (the "Purchaser"), the purchaser of the real property located in Niagara Falls, Ontario (the "Real Property") and its counsel, Miller Thomson LLP ("MT"), in connection with various post-closing matters concerning the sale transaction;

APS Assignment and Deposit Return Protocol (the "DRP")

- Reviewing extensive correspondence with Tarion Warranty Corporation ("Tarion"), BLG LLP ("BLG"), counsel to Sovereign Insurance ("Sovereign"), the deposit insurer

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Court Officer in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List) The professionals involved in this mandate from the outset remain unchanged.

for the project being developed on the Real Property (the "Project"), regarding Tarion's and Sovereign's warranty coverage and homebuyer deposits;

- Corresponding with the Purchaser, MT and A&B regarding the status of the assignment of the homebuyer agreements of purchase and sale for the Project (the "APSs)

- Developing, reviewing and/or implementing four DRPs for the return of certain homebuyer deposits, and corresponding extensively with Tarion, BLG, MT, and A&B in connection with the same;

- Attending calls and corresponding by email with numerous homebuyers of the Project regarding the status of the APS assignments and the DRPs;

- Reviewing and coordinating the execution of certain Release and Termination Agreements ("RTAs") and corresponding with MT regarding the same;

- Corresponding with MZ, Chaitons, BLG, A&B, the Purchaser and MT regarding the steps required to complete an assignment of the APSs, including regaridng certain fees owing to Sovereign;

Other General Matters

- Dealing with matters concerning the priority of various lien claims filed on the Real Property;

- Reviewing correspondence from Chaitons, A&B and the lien claimants regarding the status of settlement discussions concerning the liens;

- Responding to inquiries from creditors and interested parties regarding the Company;

- Convening internal meetings; and

- Attending all other meetings, correspondence, etc. related to this matter.

Total fees per attached time summary	$ 15,400.75
HST	2,002.10
Total due	$ 17,402.85

AlixPartners Restructuring, Inc.

La Pue International Inc.

Time Summary

For the Period May 1, 2026 to June 30, 2026

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	950	10.00	9,500.00
Murtaza Tallat	750	7.25	5,437.50
Other Staff and Administration		1.80	463.25
Total Fees			15,400.75
Total Fees and Disbursements			**15,400.75**

This is Exhibit “B” referred to in the
Affidavit of Noah Goldstein sworn before
me, this 16th day of July, 2026



……

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for AlixPartners Restructuring, Inc.
Expires February 23, 2027

La Pue International Inc.
Schedule of Professionals' Time and Rates
From October 19, 2023 to June 20, 2026

Personnel	Title	Duties	Hours	Billing Rate ($ per hour)	Amount ($)
Noah Goldstein	Partner and Managing Director	Overall responsibility	157.70	700 - 950	129,230.00
Murtaza Tallat	Partner and Managing Director	All aspects of mandate	184.37	550 - 750	110,433.00
Nisan Thurairatnam	Manager	All aspects of mandate	66.58	425 - 475	30,284.00
Other staff and administrative			64.45	175 - 475	14,265.25
Total fees			473.10		284,212.25
Disbursements					1,690.98
Total Fees and Disbursements					285,903.23
Total hours					473.10
Average hourly rate					$ 600.74

*The hourly rates were increased on January 1, 2024, 2025 and 2026, consistent with historical practices.

Appendix “T”

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

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 KYLE PLUNKETT

(sworn July 15, 2026)

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

1. I am a partner at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted as counsel for AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of La Pue International Inc. (the "**Debtor**"), and continues to do so.

2. Aird & Berlis LLP has prepared the following statements of account in connection with its fees and disbursements (collectively, "**Statements of Account**"):

(a) an account dated November 30, 2023, which captures the fees rendered for the period from June 13, 2023 to November 7, 2023 in the amount of $5,948.43, inclusive of HST and disbursements;

(b) an account dated June 30, 2024, which captures the fees rendered for the period from May 10, 2024 to May 13, 2024 in the amount of $700.60, inclusive of HST and disbursements;

(c) an account dated November 30, 2024, which captures the fees rendered for the period from November 18, 2024 to November 29, 2024 in the amount of $7,528.06, inclusive of HST and disbursements;

(d) an account dated April 3, 2025, which captures the fees rendered for the period from December 3, 2024 to March 31, 2025 in the amount of $220,660.17, inclusive of HST and disbursements;

(e) an account dated June 30, 2025, which captures the fees rendered for the period from March 28, 2025 to June 27, 2025 in the amount of $62,305.40, inclusive of HST and disbursements;

(f) an account dated September 30, 2025, which captures the fees rendered for the period from June 19, 2025 to September 26, 2025 in the amount of $38,243.72, inclusive of HST and disbursements;

(g) an account dated October 31, 2025, which captures the fees rendered for the period from September 3, 2025 to October 31, 2025 in the amount of $17,384.49, inclusive of HST and disbursements;

(h) an account dated November 30, 2025, which captures the fees rendered for the period from October 9, 2025 to November 28, 2025 in the amount of $9,577.88, inclusive of HST and disbursements;

(i) an account dated January 31, 2026, which captures the fees rendered for the period from December 2, 2025 to January 31, 2026 in the amount of $13,128.91, inclusive of HST and disbursements;

(j) an account dated March 31, 2026, which captures the fees rendered for the period from February 1, 2026 to March 30, 2026 in the amount of $38,828.50, inclusive of HST and disbursements;

(k) an account dated May 31, 2026, which captures the fees rendered for the period from March 30, 2026 to May 31, 2026 in the amount of $31,279.53, inclusive of HST and disbursements; and

(l) an account dated July 14, 2026, which captures the fees rendered for the period from June 1, 2026 to July 10, 2026 in the amount of $47,687.13, inclusive of HST and disbursements.

3. Attached hereto and marked as **Exhibit "A"** to this affidavit are copies of the aforementioned Statements of Account.

4. Attached hereto and marked as **Exhibit "B"** to this affidavit is a summary with a breakdown of timekeepers who have worked on this file for the period referenced above. The average hourly rate is $678.74.

5. Assuming that this Honourable Court grants an Order as requested, without opposition, the proposed accrual of legal fees and disbursements to capture the period from and after July 10, 2026 to the discharge of the Receiver is $100,000, inclusive of HST.

6. This Affidavit is made in support of a motion to, *inter alia*, approve the attached Statements of Account of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose.

SWORN before me via videoconference with Kyle Plunkett located at the City of Toronto in the Province of Ontario before me at the City of Toronto in the Province of Ontario this 15th day of July, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



Commissioner for taking Affidavits, etc.
Alex Bernicchia-Freeman (LSO # 93556P)



KYLE PLUNKETT

Attached is Exhibit “A”

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

This 15th day of July, 2026



Commissioner for taking Affidavits, etc.
Alex Bernicchia-Freeman (LSO # 93556P)

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

November 30, 2023

Attention: Mr. Noah Goldstein

Invoice No: 1364885

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2023

Total Fees	$5,154.00
Total Disbursements	114.70
Total Taxes	679.73
Amount Due	**$5,948.43 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

November 30, 2023

Attention: Mr. Noah Goldstein

Invoice No: 1364885

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2023

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	13/06/23	650.00	0.70	455.00	Review and consider application record and provide comments on lien claims to N. Goldstein.
KBP	14/06/23	650.00	0.50	325.00	Email exchanges with client regarding updates and forbearance terms.
KBP	01/11/23	650.00	0.50	325.00	Email exchanges with Chaitons team regarding MZR security documents; email exchange with N. Goldstein.
AO	02/11/23	345.00	0.50	172.50	Review credit documents; Draft opinion
KBP	02/11/23	650.00	0.90	585.00	Initial review of MZR security.
SRM	02/11/23	440.00	0.50	220.00	Review emails regarding security opinion; Review report book; Order profile and PPSA searches; Arrange for real property searches
AO	03/11/23	345.00	0.20	69.00	Review credit documents; Draft security review opinion
KBP	03/11/23	650.00	0.70	455.00	Review and consider initial searches on debtors; email to N. Goldstein.
KS	03/11/23	395.00	0.30	118.50	Review and comments re: title registrations
SRM	03/11/23	440.00	0.70	308.00	Review and report on searches; Review certified PPSA searches; Emails regarding real estate searches and opinion

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
TB	03/11/23	340.00	1.70	578.00	Receipt of instructions from S. Morris re sub-search and encumbrance summary request - 5528 Ferry Street, Niagara Falls; conduct property identification search and sub search - 5528 Ferry Street, Niagara Falls; email to S. Morries re summary of parcel register instruments and encumbrances - 5528 Ferry Street, Niagara Falls; and response to K. Plunkett re parcel register no dealings indicator explanation response
AO	06/11/23	345.00	2.20	759.00	Draft and review security opinion; Exchange emails with K. Plunkett re same
SRM	06/11/23	440.00	0.20	88.00	Review email regarding draft security review; Review file and emails regarding additional security
AO	07/11/23	345.00	0.30	103.50	Review and revise security review opinion; Exchange emails with K. Plunkett re same; Exchange emails with K. Sharma re same
KS	07/11/23	395.00	1.50	592.50	Review and analysis re: security review; revise draft security review
TOTAL:			11.40	$5,154.00	

Name	Year of Call	Title	Hours	Rate	Value
Bennett, Travis (TB)		Law Clerk	1.70	$340.00	$578.00
Morris, Shannon R (SRM)		Law Clerk	1.40	$440.00	$616.00
Oh, Angela (AO)	2022	Associate	3.20	$345.00	$1,104.00
Plunkett, Kyle B. (KBP)	2011	Partner	3.30	$650.00	$2,145.00
Sharma, Kanika (KS)	2020	Associate	1.80	$395.00	$711.00

OUR FEE	$5,154.00
HST @ 13%	670.02

DISBURSEMENTS

Non-Taxable Disbursements

Due Diligence-Gov Fee	8.00	
Search Under P.P.S.A.	32.00	
Total Non-Taxable Disbursements		$40.00

Taxable Disbursements

Due Diligence	10.00	
Service Provider Fee	20.60	

Teraview Search	44.10
Total Taxable Disbursements	$74.70
HST @ 13%	9.71
AMOUNT DUE	**$5,948.43 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP

Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

June 30, 2024

Attention: Mr. Noah Goldstein

Invoice No: 1391633

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2024

Total Fees	$620.00
Total Taxes	80.60
Amount Due	**$700.60 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

June 30, 2024

Attention: Mr. Noah Goldstein

Invoice No: 1391633

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

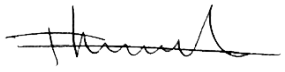
FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	05/10/2024	775.00	0.50	387.50	Review and respond to emails from Receiver regarding sale approval and request for meeting with Debtor's counsel.
KBP	05/13/2024	775.00	0.30	232.50	Attend call with MZ counsel and Debtor's counsel to discuss sale and refinancing
TOTAL:			0.80	$620.00	

Name	Year of Call	Title	Hours	Rate	Value
Plunkett, Kyle B. (KBP)	2011	Partner	0.80	$775.00	$620.00

OUR FEE	$620.00
HST @ 13%	80.60
AMOUNT DUE	**$700.60 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

November 30, 2024

Attention: Mr. Noah Goldstein

Invoice No: 1414195

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2024

Total Fees	$6,650.00
Total Disbursements	12.00
Total Taxes	866.06
Amount Due	**$7,528.06 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, Ontario
M5J 2W4 Canada

November 30, 2024

Attention: Mr. Noah Goldstein

Invoice No: 1414195

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	11/18/2024	775.00	1.20	930.00	Review materials and attend call with client to discuss proposed sale transaction and lien priorities.
BWC	11/19/2024	695.00	0.20	139.00	Call with K. Plunkett re construction lien review
AH	11/20/2024	595.00	0.10	59.50	Discussion with K. Plunkett regarding review of liens; review emails with B. Chung regarding next steps
BWC	11/20/2024	695.00	0.10	69.50	Emails with K. Plunkett, D. Muise
BWC	11/20/2024	695.00	0.30	208.50	Emails with K. Plunkett, D. Muise, L. Nguyen re review of construction liens; Call with D. Muise
DLM	11/20/2024	625.00	0.20	125.00	Email exchange and telephone call with B. Chung regarding file
KBP	11/20/2024	775.00	0.90	697.50	Review and consider updated lien summary; email exchanges with working group regarding searches.
LN	11/20/2024	310.00	1.00	310.00	Review of Parcel register 64349-0258 (LT) and preparation of construction lien summary excel chart; Pulling of new PIN, construction liens and certificates; Emails with B. Chung re: same
AH	11/21/2024	595.00	0.10	59.50	Emails with B. Chung and L. Nguyen regarding lien summary
BWC	11/21/2024	695.00	0.20	139.00	Emails with A. Ho, D. Muise re lien claim review
DLM	11/21/2024	625.00	0.20	125.00	Email exchange with L. Nguyen and A. Ho regarding construction lien chart; Review same

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
LN	11/21/2024	310.00	2.40	744.00	Further preparation of Construction Lien Summary excel sheet; Email to St. Catherines Superior Court re: court pleadings
LN	11/22/2024	310.00	0.10	31.00	Revise Construction Lien Summary excel sheet; Emails with D. Muise re: same
PLW	11/22/2024	280.00	0.20	56.00	Call and emails with L.Nguyen and Welland Court to arrange payment for copies of contents of 5 Welland Court actions
LN	11/25/2024	310.00	0.10	31.00	Receipt of court files re: Astro Excavating Inc. lien and saving of same onto iManage
LN	11/27/2024	310.00	0.50	155.00	Receipt and review of court pleadings and docs from court; Saving of same onto iManage; Email to B. Chung and D. Muise re: same
BWC	11/28/2024	695.00	0.60	417.00	Review and consider construction lien claims, prepare list of requested documentation and information to assess validity of liens; Emails with D. Muise, A. Ho
DLM	11/28/2024	625.00	1.10	687.50	Email exchange with A. Ho and B. Chung regarding information and documentation request; Preparation of same; Review liens and pleadings
AH	11/29/2024	595.00	2.80	1,666.00	Review loan documentation, application materials, and pleadings; compile list of questions regarding liens; emails with K. Plunkett regarding questions; circulate questions to KSV
TOTAL:			12.30	$6,650.00	

Name	Year of Call	Title	Hours	Rate	Value
Chung, Brian (BWC)	2014	Partner	1.40	$695.00	$973.00
Ho, Adrienne (AH)	2015	Associate	3.00	$595.00	$1,785.00
Muise, Danielle L. (DLM)	2016	Partner	1.50	$625.00	$937.50
Nguyen, Linh (LN)		Law Clerk	4.10	$310.00	$1,271.00
Plunkett, Kyle B. (KBP)	2011	Partner	2.10	$775.00	$1,627.50
Williams, Patrick L. (PLW)		Law Clerk	0.20	$280.00	$56.00

OUR FEE	$6,650.00
HST @ 13%	864.50

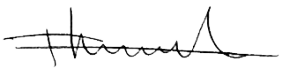
DISBURSEMENTS

Taxable Disbursements

Bar-eX Transaction Fee	12.00	
Total Taxable Disbursements		$12.00
HST @ 13%		1.56

AMOUNT DUE **$7,528.06 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

April 3, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1429836

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 3, 2025

Total Fees	$193,554.00
Total Disbursements	1,825.84
Total Taxes	25,280.33
Amount Due	**$220,660.17 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

April 3, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1429836

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 3, 2025

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	12/03/2024	595.00	0.50	297.50	Review emails from M. Tallat, N. Goldstein and K. Plunkett regarding liens; call with K. Plunkett, D. Muise and B. Chung regarding next steps
BWC	12/03/2024	695.00	0.80	556.00	Call with K. Plunkett, A. Ho, D. Muise re various lien reviews and document collection
DLM	12/03/2024	625.00	0.70	437.50	Email exchange and teleconference with K. Plunkett, A. Ho and B. Chung; Review lien priority issue
KBP	12/03/2024	775.00	1.20	930.00	Review and provide comments on question list re liens; review and provide comments on draft issues list; review case law.
AH	12/04/2024	595.00	0.70	416.50	Emails with K. Plunkett regarding next steps; research regarding liens
AH	12/04/2024	595.00	0.20	119.00	Emails with Marshallzehr's lawyer regarding loan; emails with K. Plunkett regarding next steps
KBP	12/04/2024	775.00	0.70	542.50	Review and consider lien summary and request for information list.
AH	12/05/2024	595.00	3.00	1,785.00	Emails with M. Poliak and L. Scanlon regarding next steps and loan details; reviewing additional loan documents; emails with B. Chung, D. Muise and K. Plunkett regarding next steps; call with B. Chung regarding liens; research regarding liens; reviewing MarshallZehr loan documents; email L. Nguyen regarding parcel search; reviewing lien documents

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
BWC	12/05/2024	695.00	2.20	1,529.00	Emails and discussions with K. Plunkett, A. Ho, D. Muise re lien priority determination; Review and consider client documents; Review and consider case law re lien priority rules
DLM	12/05/2024	625.00	0.50	312.50	Teleconference and email exchange with B. Chung and A. Ho regarding lien priority issues and subsequent discussions regarding same
KBP	12/05/2024	775.00	1.40	1,085.00	Review and consider initial summary to client re priorities of holdbacks; email exchanges with client; attend calls with Chaitons to discuss same.
KC	12/05/2024	375.00	0.30	112.50	Search of title; search of instruments;
SRM	12/05/2024	485.00	1.90	921.50	Emails regarding updated searches and finalize security review
AH	12/06/2024	595.00	2.20	1,309.00	Continue research on priorities; emails with K. Plunkett, B. Chung and D. Muise regarding the same and draft response
AH	12/06/2024	595.00	1.80	1,071.00	Review and revise draft security opinion; review loan documents and title searches; review lien documents; emails with K. Plunkett regarding the same
BWC	12/06/2024	695.00	1.60	1,112.00	Emails with K. Plunkett, A. Ho re lien priority analysis
DLM	12/06/2024	625.00	1.20	750.00	Email exchanges and teleconference with B. Chung. A. Ho and K. Plunkett regarding lien priority issues; Discussions with B. Chung and A. Ho regarding same; Telephone call with B. Chung
KBP	12/06/2024	775.00	1.50	1,162.50	Attend call with Chaitons to discuss priority of holdbacks; review and provide comments on email summary to receiver on distribution priorities.
AH	12/07/2024	595.00	0.20	119.00	Emails with K. Plunkett and S. Morris regarding security opinion; review updated PPSA search
KBP	12/07/2024	775.00	1.00	775.00	Review and revise security opinion for MZ; email exchanges with Receiver to discuss priorities re distribution.
SRM	12/07/2024	485.00	0.10	48.50	Review certified PPSA search and report on same
AH	12/08/2024	595.00	0.10	59.50	Review email from borrower's counsel regarding sale

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	12/08/2024	595.00	0.50	297.50	Emails with K. Plunkett and B. Chung regarding next steps; reviewing draft receiver's report
KBP	12/08/2024	775.00	2.20	1,705.00	Review and provide comments on draft report for distribution; email exchanges with Chaitons; email exchanges with client regarding court materials.
AH	12/09/2024	595.00	1.70	1,011.50	Continue to revise draft receiver's report; emails with K. Plunkett, B. Chung and D. Muise regarding draft report; reviewing lien claimant documents; emails with M. Poliak regarding report
AH	12/09/2024	595.00	0.10	59.50	Email M. Pedro regarding title
AH	12/09/2024	595.00	1.30	773.50	Draft letters to lien claimants and emails with B. Chung, D. Muise and K. Plunkett regarding the same; circulate draft to N. Goldstein and M. Tallat
AH	12/09/2024	595.00	0.10	59.50	Review email from lien claimant's lawyer regarding lift stay
BWC	12/09/2024	695.00	0.20	139.00	Review and consider lien section of draft receiver report; Emails with A. Ho, K. Plunkett
BWC	12/09/2024	695.00	0.80	556.00	Review and revise letters to lawyers for Buttcon, Astro Excavating, HC Matcon, Kada Group, TT Galbraith; Emails with K. Plunkett, A. Ho
DLM	12/09/2024	625.00	0.30	187.50	Review lien section of draft report; Email exchanges with A. Ho, B. Chung and K. Plunkett with comments regarding same and regarding draft letter to Buttcon
KBP	12/09/2024	775.00	2.00	1,550.00	Draft and finalize court materials.
MP	12/09/2024	625.00	0.80	500.00	Review of correspondence and comments from A. Ho re La Pue charges and priority; Review of title and instructions to E. Shi re pulling instruments re same

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	12/10/2024	595.00	2.30	1,368.50	Review revisions to report; emails with S. Morris regarding searches; emails with K. Plunkett and B. Chung on next steps; review KSV's revisions to report; reviewing draft vesting order and emails with M. Poliak regarding the same; reviewing and compiling appendices; emails with E. Essber regarding service list; emails with K. Plunkett regarding ancillary order and draft ancillary order; emails with M. Poliak regarding service list; email B. Chung and D. Muise regarding vesting order; review emails with F. Souza regarding materials
AH	12/10/2024	595.00	0.10	59.50	Review email from M. Pedro regarding property
AH	12/10/2024	595.00	0.20	119.00	Review additional case law regarding priorities
EE	12/10/2024	350.00	3.00	1,050.00	Created a list of appendices in Fourth Report of KSV Restructuring Inc.; reviewed the service list and made sure we have all the email address needed for service; had a call with A. Ho to discuss the file
KBP	12/10/2024	775.00	2.40	1,860.00	Review and revise draft materials; attend call with M. Poliak to discuss distribution and holdback; review and provide feedback on emails from H. Manis on redemption and opposition to AVO.
MP	12/10/2024	625.00	1.60	1,000.00	Review of title to parcels to determine security impact on MarshallZehr charge, related easements and title; Reporting email to K. Plunkett and A. Ho re same
RP	12/10/2024	390.00	0.30	117.00	Emails from and to A. Ho; Obtain PIN with deleted instruments and copy of application to delete construction lien
SRM	12/10/2024	485.00	0.20	97.00	Emails regarding Bank Act searches; Order, review and report on Bank Act searches
AH	12/11/2024	595.00	1.30	773.50	Emails with M. Poliak, K. Plunkett and KSV regarding report, orders, and appendices; reviewing and compiling appendices and finalize motion record for sale approval
AH	12/11/2024	595.00	0.10	59.50	Email S. Morris regarding searches
AH	12/11/2024	595.00	0.80	476.00	Review case law on priorities; rrepare note regarding priorities and email the same to M. Poliak
DLM	12/11/2024	625.00	0.10	62.50	Discussion with B. Chung regarding hearing strategy

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
EE	12/11/2024	350.00	3.50	1,225.00	Reviewed indexes; assisted with compiling the indexes for the Fourth Report of KSV Restructuring Inc.; redacted confidential information in indexes
KBP	12/11/2024	775.00	2.70	2,092.50	Review and finalize court materials for service re approval motion.
SRM	12/11/2024	485.00	0.50	242.50	Review email; Order, review and report on Execution search results for 6 writs
AH	12/12/2024	595.00	0.70	416.50	Compiling confidential brief and circulate the same to KSV
AH	12/12/2024	595.00	2.00	1,190.00	Drafting sale approval factum; discussion with C. Delfino regarding the same; circulate draft factum to KSV and M. Poliak
BWC	12/12/2024	695.00	0.30	208.50	Discussions with K. Plunkett re factum for December 18 hearing, strategy
KBP	12/12/2024	775.00	1.40	1,085.00	Review and provide comments on draft factum; review and provide feedback on lien claimant information.
PLW	12/12/2024	280.00	0.40	112.00	Submitted Motion record for filing online with the court
AH	12/13/2024	595.00	1.00	595.00	Emails with K. Plunkett regarding factum; review revisions to factum; revise and finalize factum for sale approval; emails with M. Poliak regarding commitment letters; emails with C. Delfino regarding factum
AH	12/13/2024	595.00	0.10	59.50	Review email from Newroads and forward to M. Poliak and K. Plunkett; review response from M. Poliak
BWC	12/13/2024	695.00	0.60	417.00	Review and consider draft factum re approval and vesting order; Emails with K. Plunkett
CD	12/13/2024	395.00	2.80	1,106.00	Draft sections of factum for review and comment; Call re same; Update factum per comments
CD	12/13/2024	395.00	2.30	908.50	Revise service list; Draft service email; Finalize factum for service; Serve same; Draft affidavit of service; Prepare for filing of same with court
KBP	12/13/2024	775.00	2.40	1,860.00	Revise and finalize the factum for approval motion; various email exchanges with client team re same; email exchange with M. Poliak regarding same.
MES	12/13/2024	775.00	0.50	387.50	Discussion with K. Plunkett re sale approval hearing and exchange emails re materials for same

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	12/14/2024	595.00	1.40	833.00	Review additional case law on priorities and email M. Poliak and K. Plunkett on the same
KBP	12/14/2024	775.00	0.70	542.50	Review and provide comments on draft notice to Unit Holders.
AH	12/16/2024	595.00	0.40	238.00	Call with K. Plunkett and M. Poliak
KBP	12/16/2024	775.00	0.70	542.50	Attend call with Chaitons regarding approval motion and lien claims.
AH	12/17/2024	595.00	0.10	59.50	Email court regarding adjournment
AH	12/17/2024	595.00	0.60	357.00	Review debtor's responding motion record
DLM	12/17/2024	625.00	0.10	62.50	Discussion with A. Ho regarding file status and motion attendance
KBP	12/17/2024	775.00	2.20	1,705.00	Attend call with Receiver and MZ counsel to discuss adjournment terms and responding record; review and consider responding record.
MES	12/17/2024	775.00	0.50	387.50	Exchange emails and discussion with K. Plunkett re respondents' opposition to motion, adjournment
PLW	12/17/2024	280.00	0.40	112.00	Submitted Factum for filing online with the court
AH	12/18/2024	595.00	0.20	119.00	Review endorsement and email service list regarding the same
AH	12/18/2024	595.00	0.30	178.50	Call with B. Chung and M. Spence regarding next steps
BWC	12/18/2024	695.00	0.30	208.50	Call with K. Plunkett, M. Spence, A. Ho re status update and next steps
MES	12/18/2024	775.00	0.70	542.50	Attend court to reschedule sale approval motion; Discussion with A&B team re strategy and emails re same
AH	12/19/2024	595.00	0.30	178.50	Emails with M. Poliak and KSV regarding notice; review draft notice to homebuyers
AH	12/23/2024	595.00	0.10	59.50	Emails with K. Plunkett regarding next steps; email KSV security opinion
MES	12/31/2024	775.00	0.20	155.00	Exchange emails re factum for January 6 motion
AH	01/02/2025	660.00	0.20	132.00	Emails with M. Poliak, K. Plunkett and M. Spence regarding hearing; review emails regarding deposits and sale agreement
KBP	01/02/2025	825.00	0.90	742.50	Review and consider aide memoire; email exchanges with client.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	01/02/2025	825.00	0.20	165.00	Exchange emails re attendance at Jan 6 motion
PLW	01/02/2025	295.00	0.40	118.00	Submitted Factum for filing online with the court
AH	01/03/2025	660.00	0.70	462.00	Emails with N. Goldstein and M. Spence regarding next steps; review emails with Soverign General's lawyer; review MarshallZehr's aide memoire
AH	01/03/2025	660.00	0.90	594.00	Revise draft approval and vesting order and ancillary order; email M. Poliak regarding orders; review updated title search and PPSA search
KBP	01/03/2025	825.00	1.00	825.00	Review and consider court materials.
MES	01/03/2025	825.00	0.30	247.50	Exchange emails re treatment of purchaser’s deposits in AVO
RP	01/03/2025	410.00	0.10	41.00	Obtain parcel register for 5528 Ferry Street, Niagara Falls and email to A. Ho
SRM	01/03/2025	510.00	0.20	102.00	Review email; Order updated verbal PPSA search and report on same
AH	01/04/2025	660.00	0.50	330.00	Review La Pue's factum; review email from M. Poliak regarding order; email M. Spence regarding case law
KBP	01/04/2025	825.00	0.70	577.50	Review and consider responding factum from Respondents.
AH	01/05/2025	660.00	1.40	924.00	Email M. Spence regarding draft order; emails with M. Poliak and KSV regarding sale documents; prepare supplemental confidential brief and email to court; update orders and serve updated orders to service list; emails with K. Plunkett and M. Spence on next steps and hearing; review email from P. Fugiel
KBP	01/05/2025	825.00	1.50	1,237.50	Review and consider responding materials, and discuss same with working group and client.
MES	01/05/2025	825.00	3.10	2,557.50	Exchange emails with Chaitons, KSV, A&B re preparation for motion; Review all materials for January 6 approval and distribution motion and draft submissions
AH	01/06/2025	660.00	0.50	330.00	Emails with K. Plunkett and M. Spence regarding orders; revise orders further to hearing and emails with KSV and M. Poliak; circulate updated orders to the court

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/06/2025	660.00	2.00	1,320.00	Attend case conference and hearing for sale approval motion
BWC	01/06/2025	745.00	1.20	894.00	Prepare for and attend at case conference before Justice Dietrich
KBP	01/06/2025	825.00	1.20	990.00	Prepare for approval motion; attend calls with working group to address final responding materials.
MES	01/06/2025	825.00	3.20	2,640.00	Continue preparing submissions for hearing; Attend 9:30 appointment re scheduling; Attend motion for sale approval; Discussion with A. Ho re revisions to form of order and exchange emails re same
AH	01/07/2025	660.00	0.10	66.00	Email K. Plunkett and M. Spence regarding next steps; email La Pue's counsel regarding client
AH	01/07/2025	660.00	0.10	66.00	Review endorsement regarding priorities hearing
AH	01/07/2025	660.00	0.10	66.00	Emails with M. Poliak regarding liens
AH	01/07/2025	660.00	0.20	132.00	Review endorsement, ancillary order and approval and vesting order
KBP	01/07/2025	825.00	0.50	412.50	Review and respond to emails from Chaitons on draft notice of assignment.
MES	01/07/2025	825.00	0.30	247.50	Review order and endorsement of Justice J. Dietrich
PLW	01/07/2025	295.00	0.40	118.00	Submitted 2 orders of January 7, 2024 for entry/filing online with the court
AH	01/08/2025	660.00	0.20	132.00	Emails with M. Poliak regarding lien documents; emails with K. Plunkett regarding case law
AH	01/08/2025	660.00	0.30	198.00	Email lien claimants regarding outstanding information requests
DLM	01/08/2025	695.00	0.10	69.50	Email exchange with B. Chung, K. Plunkett, and A. Ho regarding Buttcon
ABF	01/09/2025	375.00	1.00	375.00	Delivery of sealed court documents to Commercial List for A. Ho; correspondence re same
AH	01/09/2025	660.00	1.00	660.00	Calls with M. Poliak regarding liens; email B. Chung and D. Muise regarding liens; review materials provided by lien claimants; email KSV regarding liens; review additional case law

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/09/2025	660.00	0.10	66.00	Emails with K. Plunkett regarding assignment; email court regarding assignment motion
BWC	01/09/2025	745.00	0.30	223.50	Emails with D. Muise, A. Ho, K. Plunkett, M. Spence re construction lien issues
DLM	01/09/2025	695.00	0.30	208.50	Email exchange with A. Ho regarding mortgage priority and lien claim issues
KBP	01/09/2025	825.00	0.70	577.50	Review and consider emails from Debtor's counsel regarding refinancing requests; review and consider NOM.
AH	01/10/2025	660.00	0.60	396.00	Email M. Poliak regarding liens; review and respond to letter from Buttcon's lawyer regarding documents; emails with K. Plunkett regarding next steps; emails with Astro Excavating lawyer's office regarding documents; emails with N. Goldstein regarding lien documents;
BWC	01/10/2025	745.00	0.20	149.00	Emails to lien claimant counsel re submission of supporting material
AH	01/13/2025	660.00	0.10	66.00	Review email from court regarding motion to amend; email KSV regarding next steps
AH	01/14/2025	660.00	0.20	132.00	Emails with M. Poliak regarding next steps
AH	01/15/2025	660.00	0.80	528.00	Draft report and assignment order and emails with K. Plunkett on the same
KBP	01/15/2025	825.00	0.70	577.50	Review and provide comments on draft KSV report.
AH	01/16/2025	660.00	0.20	132.00	Email KSV and M. Poliak draft order and report regarding order amendment; emails with KSV regarding report
AH	01/16/2025	660.00	0.40	264.00	Review notice of appeal and emails with K. Plunkett regarding the same
AH	01/16/2025	660.00	0.30	198.00	Review notice to homebuyers and emails with K. Plunkett on the same; email KSV regarding notice to homebuyers
KBP	01/16/2025	825.00	1.00	825.00	Review and provide comments on draft report in support of assignment request.
MES	01/16/2025	825.00	0.40	330.00	Review notice of appeal filed by debtors and emails re same
AH	01/17/2025	660.00	0.40	264.00	Call and emails with M. Lici, M. Spence and K. Plunkett on next steps in appeal; review emails with KSV regarding appeal
AH	01/17/2025	660.00	0.10	66.00	Email Buttcon's lawyer regarding information

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/17/2025	660.00	0.10	66.00	Emails with KSV regarding notice to homebuyers
KBP	01/17/2025	825.00	1.40	1,155.00	Review and consider notice of appeal; attend call with client team discuss response; review and consider jurisprudence on responding materials; instruct team on report and notice of motion.
MES	01/17/2025	825.00	1.20	990.00	Call with KSV, Chaitons, MZ teams re strategy for appeal; Consider relief to be sought on motion; Meet with A&B team re Court of Appeal materials; Exchange emails with KSV re report to be filed
ML	01/17/2025	560.00	4.10	2,296.00	Research and draft factum in support of appeal motion
AH	01/18/2025	660.00	2.40	1,584.00	Draft report and emails with K. Plunkett and M. Spence regarding the same; review draft factum regarding appeal; emails with M. Poliak regarding next steps
KBP	01/18/2025	825.00	1.20	990.00	Review and provide comments on Responding Materials to appeal; email exchanges with Chaitons regarding same.
MES	01/18/2025	825.00	0.20	165.00	Exchange emails with M. Poliak re next steps for addressing appeal
ML	01/18/2025	560.00	3.80	2,128.00	Continue researching and drafting factum and email to K. Plunkett, M. Spence and A. Ho re same
AH	01/19/2025	660.00	0.80	528.00	Emails with N. Goldstein and M. Poliak regarding next steps; review revisions to draft report
AH	01/19/2025	660.00	0.60	396.00	Draft notice of motion
KBP	01/19/2025	825.00	1.70	1,402.50	Review and provide comments on draft Fifth Report.
MES	01/19/2025	825.00	0.20	165.00	Review emails re materials for motion in Court of Appeal
ML	01/19/2025	560.00	2.90	1,624.00	Continue drafting factum and email to K. Plunkett and M. Spence

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/20/2025	660.00	2.00	1,320.00	Circulate draft notice of motion; call and emails with Court of Appeal regarding motion; revise motion for appeal and emails with KSV and M. Poliak regarding the same; call with KSV regarding next steps; review revisions to report; compiling and finalizng appeal materials; emails with K. Plunkett and M. Spence regarding next steps on appeal; serve motion record for directions on service list; email motion to court of appeal
AH	01/20/2025	660.00	0.10	66.00	Email Newroads regarding order
AH	01/20/2025	660.00	0.20	132.00	Review emails with La Pue's counsel and M. Spence regarding appeal
KBP	01/20/2025	825.00	2.20	1,815.00	Review and provide comments on draft fifth report; attend strategy call with client to discuss same.
MES	01/20/2025	825.00	3.70	3,052.50	Revise Fifth Report, Notice of Motion re motion in Court of Appeal; Exchange emails and calls re same; Further revise Fifth Report to be finalized; Correspondence with Court of Appeal; Instruct A. Ho re same
AH	01/21/2025	660.00	0.30	198.00	Call and emails with K. Plunkett, M. Spence and M. Poliak regarding next steps
AH	01/21/2025	660.00	0.30	198.00	Call and emails with Court of Appeal regarding appeal; emails with appellant's counsel regarding appeal
AH	01/21/2025	660.00	0.50	330.00	Review factum and emails with M. Spence and M. Lici regarding the same
AH	01/21/2025	660.00	0.50	330.00	Revise report regarding AVO amendment and email to K. Plunkett and M. Spence
AH	01/21/2025	660.00	0.10	66.00	Emails with purchasers' counsel regarding appeal
KBP	01/21/2025	825.00	1.80	1,485.00	Review Appeal materials; attend call with client and Chaitons to discuss next steps re appeal and amendment to AVO; review report.
MES	01/21/2025	825.00	2.10	1,732.50	Revise factum for appeal motion; Calls with KSV and Chaitons re same; Exchange further emails re Court of Appeal filing, motion to amend purchaser’s name; Emails with MT re motion to amend
ML	01/21/2025	560.00	2.80	1,568.00	Revise factum; Email to KSV re factum; Email to Chaitons re factum; Call with A. Ho to commission AOS

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/22/2025	660.00	0.70	462.00	Emails with KSV and K. Plunkett regarding draft report regarding amendment to approval and vesting order; draft notice of motion
AH	01/22/2025	660.00	0.70	462.00	Emails with purchaser's counsel regarding appeal and order; review emails with La Pue International's lawyer regarding appeal; emails with MarshallZehr regarding appeal; review case law on appeal
KBP	01/22/2025	825.00	1.00	825.00	Review and respond to emails from client regarding appeal materials; email exchanges with Chaitons regarding Motion to amend AVO.
MES	01/22/2025	825.00	0.50	412.50	Review final materials for amendment to approval and vesting order; Exchange emails re advancing matter asap
AH	01/23/2025	660.00	1.20	792.00	Revise amendment to approval and vesting order and email K. Plunkett; emails with KSV and purchaser's counsel regarding order; draft aide memoire and emails with K. Plunkett on the same; finalize motion to amend AVO and email to the court
AH	01/23/2025	660.00	0.10	66.00	Emails with Buttcon's lawyer regarding appeal
AH	01/23/2025	660.00	0.10	66.00	Review email from H. Manis regarding motion
AH	01/23/2025	660.00	0.10	66.00	Review email from D. Dilks regarding requested documents
KBP	01/23/2025	825.00	1.20	990.00	Review and provide comments on appeal materials; email exchanges with H. Manis and M. Poliak.
MES	01/23/2025	825.00	0.40	330.00	Exchange emails re finalizing motion to amend AVO; Emails and instruct A. Ho re court of appeal motion not going ahead
AH	01/24/2025	660.00	0.20	132.00	Emails with K. Plunkett and M. Spence regarding next steps; emails with KSV and M. Poliak regarding next steps
MES	01/24/2025	825.00	0.30	247.50	Review emails re appeal filing, closing extension
AH	01/25/2025	660.00	0.10	66.00	Review H. Manis emails with registrar and forward to KSV
AH	01/27/2025	660.00	0.40	264.00	Email H. Manis regarding appeal materials; emails with court of appeal regarding appeal materials; emails with M. Poliak and KSV regarding next steps
AH	01/27/2025	660.00	0.30	198.00	Emails with Buttcon's lawyer and KSV regarding lift stay request

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/27/2025	660.00	0.50	330.00	Review La Pue cross-motion materials and emails with K. Plunkett and M. Spence regarding the same
KBP	01/27/2025	825.00	1.70	1,402.50	Review and consider responding record; various email exchanges with client regarding same; email exchanges with Chaitons; review and consider emails from Manis Law; email exchanges with MT.
MES	01/27/2025	825.00	0.50	412.50	Instruct A. Ho re communications with Court of Appeal re filing; Exchange emails re redemption request
AH	01/28/2025	660.00	0.40	264.00	Email KSV regarding Buttcon action; emails with Buttcon's lawyer regarding action; review draft statement of claim; emails with K. Plunkett on the same
KBP	01/28/2025	825.00	0.90	742.50	Attend meeting with client to discuss appeal, and motion to amend AVO; review and provide comments on draft factum.
MES	01/28/2025	825.00	0.90	742.50	Review responding motion record filed by Debtor; Attend call with KSV, M. Poliak re strategy; Email to Commercial List re in writing motion and review follow up emails; Follow up with Court of Appeal re filing appeal
AH	01/29/2025	660.00	0.10	66.00	Review emails with N. Golstein and M. Willis-O'Connor regarding next steps
MES	01/29/2025	825.00	0.60	495.00	Discussion with K. Plunkett re negotiations with debtor and email to H. Manis re same; Call to Court of Appeal seeking confirmation of filing, motion date
AH	01/30/2025	660.00	0.10	66.00	Calls and emails with Court of Appeal regarding appeal materials; emails with H. Manis and M. Poliak regarding appeal materials; email KSV regarding next steps
AH	01/30/2025	660.00	0.10	66.00	Email KSV and M. Poliak regarding Buttcon claim
KBP	01/30/2025	825.00	0.70	577.50	Review and respond to emails from MT and Chaitons regarding appeal and motion to appeal.
MES	01/30/2025	825.00	0.80	660.00	Review email from H. Manis re discussion about redemption; Review emails re purchaser name change; Review emails from Court of Appeal confirming filing and motion date, and provide direction re next steps

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	01/31/2025	660.00	0.20	132.00	Emails with purchaser's counsel regarding hearing; emails with D. Griffiths regarding next steps
AH	01/31/2025	660.00	0.60	396.00	Emails with M. Spence and M. Lici regarding appeal factum ; revise factum and circulate to KSV and M. Poliak
AH	01/31/2025	660.00	0.10	66.00	Email Buttcon's lawyer regarding breach of trust claim
KBP	01/31/2025	825.00	0.50	412.50	Email exchanges with MT and Chaitons regarding motion to amend.
MES	01/31/2025	825.00	0.80	660.00	Call with H. Manis, D. Litsos re next steps; Revise factum for Court of Appeal motion and instruct A. Ho re same
ML	01/31/2025	560.00	0.20	112.00	Review and revise factum
AH	02/01/2025	660.00	0.10	66.00	Review email from M. Poliak regarding factum
AH	02/02/2025	660.00	0.10	66.00	Email service list regarding appeal hearing
AH	02/02/2025	660.00	0.10	66.00	Email La Pue's counsel regarding cross motion
AH	02/02/2025	660.00	0.70	462.00	Review revisions to factum; revise factum further and circulate the same internally; emails with P. McKerlie regarding factum
KBP	02/02/2025	825.00	0.50	412.50	Email exchange with J. Wadden regarding amendment motion
AH	02/03/2025	660.00	0.10	66.00	Email M. Poliak and client team regarding factum
AH	02/03/2025	660.00	0.70	462.00	Review La Pue's cross motion and email M. Spence and K. Plunkett regarding the same; finalize factum and serve the same
AH	02/03/2025	660.00	0.10	66.00	Email court regarding withdrawal of motion
IS	02/03/2025	375.00	1.20	450.00	Delivery of confidential briefs to Court of Appeal
KBP	02/03/2025	825.00	1.10	907.50	Attend call with Purchaser counsel to discuss withdrawal of amendment motion; review and respond to cross motion record.
MES	02/03/2025	825.00	1.20	990.00	Exchange emails with H. Manis re funds to redeem; Exchange emails re purchaser’s position on redemption; Instruct A. Ho re finalizing factum for CA motion; Exchange emails with H. Manis re purchaser’s position; Revise email to court re withdrawing redemption motion

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	02/04/2025	660.00	0.20	132.00	Email factum to NewRoads; prepare certificate of time; email factum to the Court of Appeal
AH	02/04/2025	660.00	0.60	396.00	Emails with M. Spence and K. Plunkett regarding next steps; review email from court regarding hearing; review case law on redemption requests
KBP	02/04/2025	825.00	1.20	990.00	Review and respond to various emails from Purchasers counsel regarding motion to amend and redemption motion; attend call with client.
MES	02/04/2025	825.00	0.50	412.50	Review emails from H. Manis, court office re redemption motion; Exchange emails with K. Plunkett, A. Ho re strategy
AH	02/05/2025	660.00	0.30	198.00	Call with Court of Appeal; email M. Spence regarding hearing; emails with service list regarding hearing
AH	02/05/2025	660.00	0.10	66.00	Review email from M. Poliak; email client team regarding hearing
MES	02/05/2025	825.00	0.40	330.00	Review emails re purchaser’s position re redemption, February 21 court date
AH	02/06/2025	660.00	1.30	858.00	Call with Ontario Court of Appeal; emails with M. Spence and K. Plunkett regarding response; email Court of Appeal regarding receiver's position; emails with purchaser's counsel regarding hearing; email D. Hodgson and L. Nguyen regarding costs outline; review appellant's appeal factum; review emails between purchaser's counsel and Court of Appeal; review purchaser's factum
MES	02/06/2025	825.00	3.80	3,135.00	Exchange emails re position on hearing of cross-motion, filing of factum by purchaser, counsel slip; Instruct A. Ho re bill of costs; Prepare for court of appeal motion
AH	02/07/2025	660.00	0.20	132.00	Emails with D. Dilks regarding Court of Appeal hearing; email client team regarding hearing
AH	02/07/2025	660.00	0.10	66.00	Emails with N. Goldstein regarding lien claim documents
AH	02/07/2025	660.00	0.20	132.00	Review draft costs outline for appeal hearing
AH	02/07/2025	660.00	2.10	1,386.00	Emails with M. Spence and M. Poliak regarding deposits; attend appeal hearing; debrief call with M. Spence and K. Plunkett on the same
DSH	02/07/2025	395.00	1.60	632.00	Emails with A. Ho and M. Spence; Review dockets; Preparation of costs outline for appeal

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	02/07/2025	825.00	4.30	3,547.50	Continue preparing for court of appeal hearing; Attend court of appeal hearing; Debrief with M. Poliak; Exchange emails with KSV re same
AH	02/10/2025	660.00	0.10	66.00	Emails with La Pue's lawyer regarding cross-motion
AH	02/10/2025	660.00	0.10	66.00	Review emails from M. Poliak and K. Plunkett regarding next steps
MES	02/10/2025	825.00	0.20	165.00	Exchange emails re strategy for pending redemption motion
AH	02/11/2025	660.00	0.10	66.00	Email Buttcon's lawyer regarding documents
AH	02/11/2025	660.00	0.10	66.00	Email KSV regarding next steps; emails with M. Spence and K. Plunkett regarding next steps
KBP	02/11/2025	825.00	0.70	577.50	Review and respond to emails from Chaitons; review and respond to emails from client.
MES	02/11/2025	825.00	0.20	165.00	Exchange emails confirming redemption motion booked for February 21
AH	02/12/2025	660.00	0.10	66.00	Emails with K. Plunkett and M. Spence regarding next steps
MES	02/12/2025	825.00	0.30	247.50	Exchange emails re seeking purchaser’s position on redemption motion, position to be taken by KSV
AH	02/13/2025	660.00	0.50	330.00	Call with M. Spence, K. Plunkett and KSV on next steps; review emails from M. Spence regarding hearing and next steps
KBP	02/13/2025	825.00	0.90	742.50	Attend strategy call with client team to discuss redemption claim and appeal; email to purchaser counsel regarding redemption motion.
MES	02/13/2025	825.00	0.40	330.00	Call with KSV re response to redemption motion and email to H. Manis re information required for report
KBP	02/14/2025	825.00	0.90	742.50	Attend call with client team to discuss next steps and cross motion; email exchanges with H. Manis and Chaitons team.
MES	02/14/2025	825.00	0.10	82.50	Voicemail from counsel for La Pue
AH	02/15/2025	660.00	0.10	66.00	Emails with M. Poliak; review emails from N. Goldstein, M. Spence and purchaser's counsel
KBP	02/15/2025	825.00	0.50	412.50	Review and respond to emails from Chaitons on upcoming motion.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	02/15/2025	825.00	0.50	412.50	Exchange emails re receiver's position on redemption
MES	02/16/2025	825.00	1.00	825.00	Review case law re redemption and consider position; Email to N. Goldstein re same
KBP	02/17/2025	825.00	0.50	412.50	Review and respond to emails from Client regarding redemption claim.
MES	02/17/2025	825.00	0.20	165.00	Exchange emails with N. Goldstein and email to H. Manis re funding of redemption
AH	02/18/2025	660.00	0.30	198.00	Emails with purchaser's counsel regarding hearing; emails with N. Goldstein regarding next steps; review emails from counsel to Buttcon and MarshallZehr regarding priorities motion;emails with M. Spence and K. Plunkett regarding charges
MES	02/18/2025	825.00	1.20	990.00	Exchange emails with H. Manis, N. Goldstein, M. Poliak re redemption motion; Calls with N. Goldstein re receiver's position on redemption motion; Review draft 7th report for redemption motion
AH	02/19/2025	660.00	0.50	330.00	Call with KSV, K. Plunkett, M. Spence, purchaser and counsel regarding sale
AH	02/19/2025	660.00	0.30	198.00	Review endorsement from Court of Appeal and email KSV; emails with court regarding confidential brief; serve service list endorsement
AH	02/19/2025	660.00	0.70	462.00	Review Buttcon's responding motion materials
AH	02/19/2025	660.00	0.50	330.00	Review La Pue factum regarding cross-motion; review draft seventh report; emails with M. Spence regarding next steps
KBP	02/19/2025	825.00	1.70	1,402.50	Attend strategy call with client to discuss redemption motion; review and respond to various emails from opposing counsel and purchaser's counsel regarding redemption motion.
MES	02/19/2025	825.00	2.30	1,897.50	Exchange emails and call with N. Goldstein re position on redemption motion; Call with M. Poliak and M. Lightowler re redemption motion; Review endorsement from court of appeal; Call with purchaser, MZ, N. Goldstein, M. Poliak re strategy opposite redemption; Exchange further emails re correspondence to H. Manis

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	02/20/2025	660.00	2.10	1,386.00	Review M. Spence's changes to report; emails with M. Spence regarding report; emails with M. Tallat regarding next steps; compile and finalize supplemental report; draft factum and circulate the same; revise case law on redemption; serve responding motion and factum record on service list; review purchaser's responding record and factum; review email from La Pue's lawyer regarding commitment
AH	02/20/2025	660.00	0.10	66.00	Review update from Buttcon's lawyer regarding action and documents
KBP	02/20/2025	825.00	1.10	907.50	Review and consider supplemental materials filed by debtor; review and provide comments on draft factum.
MES	02/20/2025	825.00	3.70	3,052.50	Revise Seventh Report and exchange emails with KSV, A&B teams; Revise factum for redemption motion and exchange emails re same; Review factum filed by La Pue; Review materials filed by Purchaser for redemption motion
AH	02/21/2025	660.00	1.00	660.00	Attend hearing on redemption
AH	02/21/2025	660.00	1.00	660.00	Call with M. Poliak and K. Plunkett regarding next steps and provide update internally on the same; continue to review Buttcon materials
AH	02/21/2025	660.00	0.10	66.00	Review endorsement from hearing; email KSV regarding the same
AH	02/21/2025	660.00	0.10	66.00	Email Triland's lawyer regarding loan documents
KBP	02/21/2025	825.00	0.70	577.50	Attend call with M. Poliak to discuss lien priority motion and required responding materials.
MES	02/21/2025	825.00	2.30	1,897.50	Prepare for and attend court re redemption motion; Call with M. Poliak re lien issues; Review endorsement of Justice Dietrich
PLW	02/21/2025	295.00	0.40	118.00	Submitted Responding Motion Record and Factum for filing online with the court
KBP	02/23/2025	825.00	0.50	412.50	Review and respond to emails from M. Poliak on lien priorities motion.
AH	02/24/2025	660.00	0.30	198.00	Follow up with lien claimants' counsel regarding documents; emails with KSV regarding next steps; discussion with K. Plunkett on next steps

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	02/24/2025	660.00	0.20	132.00	Follow-up with G. Gruggiero and leave voicemail regarding documents; emaisl with g. Gruggiero
AH	02/24/2025	660.00	0.10	66.00	Emails with La Pue's counsel regarding endorsement
AH	02/25/2025	660.00	0.30	198.00	Emails with G. Ruggiero; emails with M. Poliak regarding financing; review email from Buttcon's lawyer; review email from N. Goldstein regarding next steps
KBP	02/25/2025	825.00	1.00	825.00	Review and consider emails from opposing counsel regarding closing; review and provide comments on draft priority motion materials.
MES	02/25/2025	825.00	0.60	495.00	Exchange emails re timing of closing
AH	02/26/2025	660.00	0.20	132.00	Emails with K. Plunkett on next steps; review emails from N. Goldstein on next steps; review email from La Pue's lawyer
KBP	02/26/2025	825.00	1.00	825.00	Negotiate APA closing documents; review and respond to emails from lien claimants.
MES	02/26/2025	825.00	0.20	165.00	Review further emails re closing transaction
AH	02/27/2025	660.00	0.10	66.00	Emails with G. Ruggiero regarding financing documents
AH	02/27/2025	660.00	0.30	198.00	Review email from Buttcon's lawyer; discuss with K. Plunkett; email N. Goldstein and M. Tallat regarding next steps; emails with M. Poliak regarding next steps; review email from P. Fugiel; review email from purchaser's counsel
KBP	02/27/2025	825.00	1.00	825.00	Review and negotiate transaction documents; email exchanges with client team regarding upcoming motion regarding priority.
AH	02/28/2025	660.00	0.50	330.00	Call with M. Spence and M. Poliak regarding next steps
AH	02/28/2025	660.00	0.10	66.00	Email N. Goldstein and M. Tallat regarding next steps
MES	02/28/2025	825.00	0.80	660.00	Exchange emails re timing of closing; Call with M. Poliak, A. Ho re construction lien issues
AH	03/04/2025	660.00	0.10	66.00	Email M. Poliak regarding next steps
AH	03/04/2025	660.00	0.10	66.00	Emails with N. Goldstein regarding next steps
KBP	03/04/2025	825.00	0.50	412.50	Email exchange with Chaitons regarding closing; email exchanges with client regarding same.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	03/05/2025	660.00	0.20	132.00	Emails with N. Goldstein regarding next steps; emails and call with M. Poliak regarding next steps
AH	03/05/2025	660.00	0.10	66.00	Email service list regarding relief concerning lien claimants
MES	03/05/2025	825.00	0.20	165.00	Review emails re March 7 case conference re lien issues
AH	03/06/2025	660.00	0.50	330.00	Draft aide memoire and emails with M. Spence regarding the same
AH	03/06/2025	660.00	0.30	198.00	Review aide memoire of MarshallZehr; emails with M. Poliak
MES	03/06/2025	825.00	0.90	742.50	Review Aide Memoire of Applicants for March 7 appearance; Revise Aide Memoire of Receiver for March 7 appearance; Review emails re same
AH	03/07/2025	660.00	1.00	660.00	Attend case conference; call with M. Spence and M. Poliak
AH	03/07/2025	660.00	0.10	66.00	Review endorsement from case conference
KBP	03/07/2025	825.00	1.00	825.00	Review and respond to emails from client team regarding closing; email exchanges with Chaitons.
MES	03/07/2025	825.00	2.10	1,732.50	Review materials in advance of court hearing; Attend court for case conference re lien issues; Debrief with M. Poliak, A. Ho; Exchange emails re finalizing closing
AH	03/09/2025	660.00	0.10	66.00	Email M. Poliak regarding endorsement
AH	03/10/2025	660.00	0.30	198.00	Call with M. Poliak, KSV, K. Plunkett and M. Spence on next steps
AH	03/11/2025	660.00	0.10	66.00	Email endorsement from case conference to service list
AH	03/11/2025	660.00	0.10	66.00	Email Kada's counsel regarding outstanding documents
KBP	03/11/2025	825.00	0.90	742.50	Review initial information received from third parties.
AH	03/12/2025	660.00	0.20	132.00	Email M. Poliak regarding next steps; review emails from K. Plunkett regarding deposits
KBP	03/12/2025	825.00	0.70	577.50	Email exchanges with client regarding closing mechanics, and draft response from debtor.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	03/12/2025	825.00	0.50	412.50	Discussion with K. Plunkett re emails from debtor; Draft response and circulate to KSV; Send email response to debtor
AH	03/13/2025	660.00	0.10	66.00	Email M. Poliak regarding lien claimants; email KSV regarding lien claimants; review email from lien claimant's lawyer
MES	03/13/2025	825.00	0.10	82.50	Review response from debtor
AH	03/17/2025	660.00	0.20	132.00	Emails and call with Kada's lawyer regarding documents
AH	03/17/2025	660.00	0.10	66.00	Emails with K. Plunkett regarding lien claimants
KBP	03/17/2025	825.00	0.90	742.50	Review and consider emails from lien claimants; review and respond to emails from M. Poliak regarding closing documents.
MES	03/17/2025	825.00	0.30	247.50	Review emails re outstanding documents from lien claimants
MES	03/19/2025	825.00	0.20	165.00	Review final receiver’s certificate re sale closing
KBP	03/20/2025	825.00	0.90	742.50	Review and provide initial comments on updated Lien claim packages.
PLW	03/20/2025	295.00	0.40	118.00	Submitted Receivers’ Certificate for filing online with the court
AH	03/21/2025	660.00	0.30	198.00	Call and emails with B. Chung, K. Plunkett and M. Spence on next steps
AH	03/21/2025	660.00	0.10	66.00	Email Kada's lawyer regarding documents
BWC	03/21/2025	745.00	0.30	223.50	Call with K. Plunkett, M. Spence, A. Ho re preparation of draft receiver report, lien review
KBP	03/21/2025	825.00	0.70	577.50	Review and consider updated lien claim information; attend calls with KSV to discuss same.
MES	03/21/2025	825.00	0.80	660.00	Meeting re advancing lien claim report; Review emails re request from claimant against insurer and emails re same
AH	03/22/2025	660.00	0.30	198.00	Review commitment letter and email K. Plunkett regarding the same; email M. Pedro regarding commitment letter
AH	03/22/2025	660.00	2.20	1,452.00	Review documents provided by lien claimants; email K. Plunkett, M. Spence and B. Chung regarding documents; email M. Tallat regarding invoices; emails with D. Muise regarding liens; draft report

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
DLM	03/22/2025	695.00	0.20	139.00	Email exchange with A. Ho regarding Kada and HC Matcon liens
AH	03/23/2025	660.00	1.80	1,188.00	Call and emails with M. Talla regarding invoices; call with K. Plunkett and M. Poliak; call and emails with D. Muise, K. Plunkett and B. Chung regarding next steps; continue to review lien documents
BWC	03/23/2025	745.00	2.20	1,639.00	Call and emails with A. Ho re lien holdback and distribution issues; Calls and emails with A. Ho, K. Plunkett, D. Muise
DLM	03/23/2025	695.00	1.20	834.00	Teleconference with A. Ho, B. Chung, and K. Plunkett regarding lien and holdback issues
KBP	03/23/2025	825.00	2.00	1,650.00	Review and provide comments on lien summary chart; attend calls with M. Poliak; attend call with working group to discuss holdback claims.
MES	03/23/2025	825.00	0.30	247.50	Review emails re lien claimants
AH	03/24/2025	660.00	0.50	330.00	Call with B. Chung regarding liens; email K. Plunkett regarding liens
AH	03/24/2025	660.00	0.10	66.00	Review emails from M. Spence and T. Asselin regarding insurance
BK	03/24/2025	250.00	0.10	25.00	Email from M. Pedro re: assistance with title review
BWC	03/24/2025	745.00	1.00	745.00	Call with A. Ho re holdback analysis
MES	03/24/2025	825.00	0.30	247.50	Draft letter to T. Asselin re stay of proceedings
MP	03/24/2025	725.00	0.30	217.50	Initial review of parcel matters; Correspondence with A. Ho re same; Instructions to B. Kurian re same
AH	03/25/2025	660.00	1.00	660.00	Call with K. Plunkett and B. Chung; call with KSV, MarshallZehr, H. Chaitons, K. Plunkett and M. Poliak
BK	03/25/2025	250.00	3.50	875.00	Review of documents; Review of PINs provided; Pull copies of additional documents, plans and PINs; Obtain copies of prior PINs; Plot lands; Lengthy email to M. Pedro re: search results
BWC	03/25/2025	745.00	1.20	894.00	Calls and emails with A. Ho, K. Plunkett re holdback analysis; Call with K. Plunkett, H. Chaiton, C. Hayes, A. Ho, M. Tallat, S. Atkinson, M. Snedden, M. Poliak

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	03/25/2025	825.00	1.40	1,155.00	Attend call with client team to discuss Lien Claims, and early assessment; attend all hands call with MZ to discuss upcoming motion and post-closing steps.
KBP	03/26/2025	825.00	0.50	412.50	Review and provide comments on draft notice to home buyers
MP	03/26/2025	725.00	0.40	290.00	Review of comments from K. Burian re title matters
AH	03/27/2025	660.00	1.50	990.00	Draft report and circulate to K. Plunkett, M. Spence and B. Chung; review case law and email K. Plunkett, M. Spence and B. Chung regarding the same; review documents from Kada
BK	03/27/2025	250.00	0.10	25.00	Emails from M. Pedro re: title search matter and confirmation of information
KBP	03/27/2025	825.00	0.70	577.50	Review and consider lien summary and discuss same with working group re follow up questions.
MP	03/27/2025	725.00	0.90	652.50	Review of title re MarshallZehr charge; reporting email to A. Ho re same; further instructions to B. Kurian re same
BWC	03/28/2025	745.00	3.50	2,607.50	Review, consider and revise draft receiver report; Various emails and calls with K. Plunkett, A. Ho, M. Spence; Calls with N. Goldstein, M. Tallat, K. Plunkett, M. Spence, A. Ho; Call with M. Tallat, A. Ho re holdback analysis
KBP	03/28/2025	825.00	2.00	1,650.00	Review and provide comments on draft report; attend calls with client to discuss report and lien claim assessment; review assessment summary.
MES	03/28/2025	825.00	2.30	1,897.50	Revise Eighth Report; Incorporate comments from N. Goldstein; Call with KSV, A&B re same
MP	03/28/2025	725.00	0.30	217.50	Review of additional mortgage instruments; correspondence with B. Kurian and A. Ho re same
BWC	03/30/2025	745.00	1.50	1,117.50	Calls and emails with K. Plunkett, A. Ho, N. Goldstein, M Spence, M. Tallat re holdback reserve and draft receiver report; Review and consider various drafts of receiver report
KBP	03/30/2025	825.00	2.10	1,732.50	Review and provide comments on draft 6th report; attend call with client team to discuss report.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	03/30/2025	825.00	2.10	1,732.50	Call with KSV, A&B re Eighth Report; Further revise Eighth Report and circulate to KSV, Chaitons
BWC	03/31/2025	745.00	0.50	372.50	Review and consider further revised receiver report; Emails with K. Plunkett, A. Ho, M. Spence
KBP	03/31/2025	825.00	1.90	1,567.50	Review and provide comments on draft Report; review and consider bonding issues; attend call with client to discuss same.
MES	03/31/2025	825.00	1.20	990.00	Exchange emails and further revise Eighth Report; Review emails re request from Sovereign and call with Chaitons, KSV re same
TOTAL:			276.20	$193,554.00	

Name	Year of Call	Title	Hours	Rate	Value
Bernicchia-Freeman, Alex (ABF)		Student	1.00	$375.00	$375.00
Carty, Kim (KC)		Law Clerk	0.30	$375.00	$112.50
Chung, Brian (BWC)	2014	Partner	18.70	$726.82	$13,591.50
Delfino, Cristian (CD)	2023	Associate	5.10	$395.00	$2,014.50
Essber, Essber (EE)		Student	6.50	$350.00	$2,275.00
Ho, Adrienne (AH)	2015	Associate	78.00	$639.67	$49,894.00
Hodgson, Daniella S. (DSH)		Law Clerk	1.60	$395.00	$632.00
Kurian, Bindu (BK)		Law Clerk	3.70	$250.00	$925.00
Lici, Matilda (ML)	2020	Associate	13.80	$560.00	$7,728.00
Morris, Shannon R (SRM)		Law Clerk	2.90	$486.72	$1,411.50
Muise, Danielle L. (DLM)	2016	Partner	4.70	$651.81	$3,063.50
Peacocke, Robin (RP)		Law Clerk	0.40	$395.00	$158.00
Pedro, Mario (MP)	2016	Partner	4.30	$669.19	$2,877.50
Plunkett, Kyle B. (KBP)	2011	Partner	74.50	$809.90	$60,337.50
Spence, Miranda E. (MES)	2011	Partner	57.10	$823.34	$47,012.50
Spiliakos, Isabella (IS)		Student	1.20	$375.00	$450.00
Williams, Patrick L. (PLW)		Law Clerk	2.40	$290.00	$696.00

OUR FEE $193,554.00

HST @ 13% 25,162.02

DISBURSEMENTS

Non-Taxable Disbursements

Application Fee	55.00
Due Diligence-Gov Fee	145.69
Filing Fee	339.00
Miscellaneous HST Exempt	13.07
Notice of Motion/Application	339.00

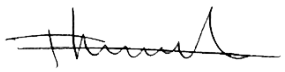
Search Under P.P.S.A.	24.00	
Total Non-Taxable Disbursements		$915.76

Taxable Disbursements

Bar-eX Transaction Fee	27.23	
Binding and Tabs	37.25	
Courier/Delivery	51.20	
Due Diligence	186.90	
Photocopies/Scanning	230.75	
Service Provider Fee	15.45	
Teraview Search	361.30	
Total Taxable Disbursements		$910.08
HST @ 13%		118.31

AMOUNT DUE **$220,660.17 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

June 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1441879

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2025

Total Fees	$54,988.00
Total Disbursements	149.52
Total Taxes	7,167.88
Amount Due	**$62,305.40 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

June 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1441879

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2025

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	03/28/2025	660.00	1.00	660.00	Call with KSV regarding lien claims; call and emails with M. Tallat and B. Chung regarding lien claims; emails internally regarding liens; continue to review lien documents; circulate draft report; email lien claimants regarding claim
BK	03/28/2025	250.00	1.00	250.00	Review of email from M. Pedro re: follow-up questions; Obtain copies of prior charges; Review of legal descriptions; Email to M. Pedro re: same
AH	03/29/2025	660.00	1.00	660.00	Review lien claimant documents and email KSV regarding the same
AH	03/30/2025	660.00	2.00	1,320.00	Call with M. Talla regarding liens; call with N. Goldstein, M. Talla, M. Spence, B. Chung and M. Spence regarding next steps; revise report and emails internally regarding the same
AH	03/31/2025	660.00	0.30	198.00	Call with N. Goldstein, M. Spence, and M. Poliak regarding deposits
AH	03/31/2025	660.00	0.40	264.00	Finalize brief, compile exhibits and serve confidential brief
AH	04/01/2025	660.00	0.70	462.00	Email service list regarding case conference; review purchase agreement and emails and call with K. Plunkett and M. Spence regarding the same; prepare draft note to client regarding next steps

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	04/01/2025	825.00	1.50	1,237.50	Attend call with Chaitons and team to discus updates on Sovereign claim and proposed distributions; review and revise materials for motion; review and provide comments on aide memoire.
MES	04/01/2025	825.00	0.50	412.50	Review analysis of Sovereign issue and provide input
PLW	04/01/2025	295.00	0.40	118.00	Submitted Case Conference Brief for filing online with the court
AH	04/02/2025	660.00	0.40	264.00	Review trust agreement and email M. Spence and K. Plunkett regarding the same; emails with N. Goldstein, Plunkett and M. Tallat regarding premiums; email R. Vacca regarding premiums; review email from M. Willis-O'Connor
AH	04/02/2025	660.00	0.10	66.00	Call with K. Plunkett regarding next steps; email M. Spence, K. Plunkett and B. Chung regarding next steps
KBP	04/02/2025	825.00	1.00	825.00	Review and discuss responding materials from Lien Claimants; review and consider emails from MT on premiums; attend call with client to discuss next steps.
MES	04/02/2025	825.00	0.20	165.00	Revise email to KSV re next steps in responding to Sovereign request for payment
AH	04/03/2025	660.00	1.00	660.00	Call with K. Plunkett and M. Poliak regarding next steps; call with M. Spence, K. Plunkett, and B. Chung regarding next steps; call with M. Tallat, M. Spence, and M. Poliak regarding next steps; review draft aide memoire and email M. Spence regarding the same; review Buttcon's aide memoire and email M. Spence regarding the same; review email from M. Talla regarding purchasers
AH	04/03/2025	660.00	0.20	132.00	Call with R. Vacca and M. Spence regarding deposits; emails with K. Plunkett and M. Spence regarding the same
AH	04/03/2025	660.00	0.30	198.00	Review letter from Astro Excavating lawyer and emails with Astro Excavating lawyer regarding holdback; email M. Talla regarding next steps
AH	04/03/2025	660.00	0.20	132.00	Review email from Kada's lawyer and summary; email M. Tallat regarding holdback claim
AH	04/03/2025	660.00	0.10	66.00	Review response from HC Matcon's lawyer regarding holdback

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
BWC	04/03/2025	745.00	1.50	1,117.50	Emails and call with M. Spence, A. Ho, K. Plunkett; Review and consider draft aide memoire; Review and consider receiver report in preparation for case conference; Review and consider letter from M. Ruberto re Astro holdback; Review and consider Buttcon aide memoire
KBP	04/03/2025	825.00	2.20	1,815.00	Attend call with Chaitons to discuss bond premiums; attend call with client and working group to discuss Lien Claimants case brief; attend all hands call to discuss next steps and case conference; attend call with client team to discuss holdback and distribution.
MES	04/03/2025	825.00	3.60	2,970.00	Call with Chaitons, A&B re Sovereign, pending case conference; Review Aide Memoire of Buttcon and discuss with A&B team, draft response re same; Call with R. Vacca, A. Ho re treatment of homebuyer deposits; Exchange emails re response to Sovereign; Call with Chaitons, KSV, A&B re case conference; Prepare submissions for case conference
ABF	04/04/2025	375.00	1.00	375.00	Reviewing Agreements of Purchase and Sale for K. Plunkett; drafting summary chart re same; correspondence re same
AH	04/04/2025	660.00	0.10	66.00	Email M. Spence and K. Plunkett regarding deposits
BWC	04/04/2025	745.00	0.70	521.50	Prepare for and attend at case conference before Justice Steele
KBP	04/04/2025	825.00	1.40	1,155.00	Attend call with Chaitons to discuss next steps and lien assessment process; review and consider emails from MT; review and respond to emails from escrow agent.
MES	04/04/2025	825.00	2.10	1,732.50	Attend 9:30 appointment re lien issues; Debrief with M. Tallat; Call with Chaitons, KSV re outstanding issues
ABF	04/05/2025	375.00	4.60	1,725.00	Reviewing Agreements of Purchase and Sale for K. Plunkett; drafting summary chart re same; correspondence re same
ABF	04/06/2025	375.00	3.30	1,237.50	Reviewing 412 Agreements of Purchase and Sale for K. Plunkett; drafting summary chart re buyer information and critical dates re same
MES	04/06/2025	825.00	0.30	247.50	Exchange emails with K. Plunkett re response relating to Sovereign request for payment

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	04/07/2025	375.00	8.20	3,075.00	Reviewing 412 Agreements of Purchase and Sale for K. Plunkett; drafting summary chart re buyer information and critical dates re same; correspondence re same
AH	04/07/2025	660.00	0.10	66.00	Email N. Goldstein regarding insurance claim
KBP	04/07/2025	825.00	0.70	577.50	Review and consider updates on Sovereign premiums; review and consider emails from Lien Claimants.
MES	04/07/2025	825.00	0.80	660.00	Email to lien claimant lawyers re call to discuss holdback; Internal discussion and exchange emails re establishing value of deposit trusts; Exchange emails with M. Tallat re same
AH	04/08/2025	660.00	0.30	198.00	Call with Buttcon and Astro's counsel, M. Spence and M. Tallat regarding liens
AH	04/08/2025	660.00	0.10	66.00	Emails with K. Plunkett regarding premiums
BWC	04/08/2025	745.00	0.20	149.00	Emails with A. Ho, M. Spence, K. Plunkett
KBP	04/08/2025	825.00	0.70	577.50	Review and consider additional documents from lien claimants.
MES	04/08/2025	825.00	1.50	1,237.50	Call with lien claimants' counsel, M. Tallat re negotiating holdback; Consider issue of Sovereign claim for payment; Further call with M. Tallat re same
AH	04/09/2025	660.00	0.10	66.00	Review email from R. Vacca regarding deposit funds
KBP	04/09/2025	825.00	1.20	990.00	Prepare and discuss case conference and lien process; review and consider email to MT regarding premiums; attend various calls with client to discuss priority motion.
MES	04/09/2025	825.00	1.60	1,320.00	Exchange emails re Wilkins claim; Call with Chaitons, KSV re approach to lien claims; Exchange emails with R. Vacca re total amount held as deposits; Email to lien claimants re distribution and exchange emails with M. Tallat re same
AH	04/10/2025	660.00	0.50	330.00	Call with KSV, K. Plunkett and M. Spence regarding next steps
AH	04/10/2025	660.00	0.10	66.00	Email purchaser's counsel regarding homebuyer
KBP	04/10/2025	825.00	1.20	990.00	Attend call with client to discuss construction lien assessment process and next steps, including insurance premiums.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	04/10/2025	825.00	0.50	412.50	Call with KSV, K. Plunkett, A. Ho re distribution issues
AH	04/11/2025	660.00	0.10	66.00	Email K. Plunkett regarding engagement letter
AH	04/11/2025	660.00	0.10	66.00	Review letter from Buttcon's lawyer regarding lien claim
AH	04/11/2025	660.00	0.10	66.00	Review emails from F. Souza and M. Spence regarding lien claims
AH	04/11/2025	660.00	0.10	66.00	Review draft aide memoire for case conference
KBP	04/11/2025	825.00	0.70	577.50	Review and provide comments on cost consultant engagement letter.
MES	04/11/2025	825.00	1.20	990.00	Discussion with K. Plunkett re case conference; Email to Buttcon re position on case conference; Draft Aide Memoire for April 15 case conference and exchange emails re same
KBP	04/12/2025	825.00	0.90	742.50	Attend calls with client; review and provide comments on Aide Memoire.
AH	04/13/2025	660.00	0.20	132.00	Review M. Poliak's comments on draft aide memoire and email K. Plunkett and M. Spence on the same; revise aide memoire for case conference; serve aide memoire
KBP	04/13/2025	825.00	0.50	412.50	Review and provide comments on updated draft Aide Memoire
AH	04/14/2025	660.00	0.10	66.00	Emails and call with M. Tallat regarding lien documents
AH	04/14/2025	660.00	0.10	66.00	Review Buttcon aide memoire for case conference
BWC	04/14/2025	745.00	0.30	223.50	Review and consider various aide memoire in advance of case conference
AH	04/15/2025	660.00	0.10	66.00	Review endorsement from case conference and serve the same on service list
AH	04/15/2025	660.00	0.10	66.00	Emails with K. Plunkett regarding homebuyer agreements
BWC	04/15/2025	745.00	1.00	745.00	Call with A. Ho re case conference; Attend at case conference with M. Spence before Justice Steele; Call with M. Tallat, M. Spence
KBP	04/15/2025	825.00	0.90	742.50	Review and provide comments on draft email to MT regarding Sovereign; email exchanges with client team regarding distribution and lien claimants.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	04/15/2025	825.00	0.90	742.50	Review Aide Memoire of Buttcon; Attend court for case conference addressing lien claims; Debrief with M. Tallat, K. Plunkett
PLW	04/15/2025	295.00	0.40	118.00	Submitted Aide Memoire for filing online with the court
AH	04/16/2025	660.00	0.10	66.00	Email purchaser's counsel regarding premiums
AH	04/16/2025	660.00	0.10	66.00	Email M. Willis O'Connor regarding emails with purchaser's counsel
KBP	04/18/2025	825.00	0.50	412.50	Email exchange with client regarding closing documents and deposit premiums.
AH	04/22/2025	660.00	0.10	66.00	Call with P. Doucet regarding documents
AH	04/22/2025	660.00	0.10	66.00	Review email from F. Souza regarding consent set down order
MES	04/22/2025	825.00	0.20	165.00	Discussion with K. Plunkett re distribution to Marshall Zehr
KBP	04/23/2025	825.00	0.50	412.50	Email exchange with client and Chaitons regarding interim distributions;
MES	04/23/2025	825.00	0.20	165.00	Review emails re making distribution to Marshall Zehr
MES	04/24/2025	825.00	0.20	165.00	Exchange emails re setting down construction claims
AH	04/25/2025	660.00	0.10	66.00	Email P. Doucet regarding survey drawings; email Buttcon's lawyer regarding survey drawings
AH	04/29/2025	660.00	0.10	66.00	Email M. Carli regarding bonding facility
AH	05/01/2025	660.00	0.10	66.00	Email Buttcon's lawyer regarding drawings; emails with M. Talla regarding documents; review email from P. Doucet regarding drawings
AH	05/05/2025	660.00	0.10	66.00	Email counsel to various lien claimants for drawings
AH	05/06/2025	660.00	0.50	330.00	Review pleadings in personal injury claim and emails with K. Plunkett and M. Spence regarding the same
AH	05/07/2025	660.00	0.10	66.00	Emails with lien claimant regarding documents
AH	05/08/2025	660.00	0.10	66.00	Emails with M. Tallat regarding policy; email M. Spence draft letter to insurer
MES	05/08/2025	825.00	0.20	165.00	Revise letter to insurer re potential claim

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	05/09/2025	660.00	0.10	66.00	Emails with Buttcon's lawyer regarding documents
AH	05/09/2025	660.00	0.10	66.00	Email ABEX letter regarding claim
MES	05/09/2025	825.00	0.20	165.00	Review letter to insurer re potential claim
AH	05/12/2025	660.00	0.10	66.00	Email ABEX claims deparatment regarding claim
MES	05/14/2025	825.00	0.10	82.50	Review letter from insurer re acknowledgement of claim
AH	05/15/2025	660.00	0.10	66.00	Emails with lien claimant's counsels regarding drawings; forward drawings to P. Doucet
MES	05/15/2025	825.00	0.20	165.00	Review update re certification for condos
MES	05/16/2025	825.00	0.10	82.50	Email re claim that will be addressed by insurance
AH	05/21/2025	660.00	0.10	66.00	Email M. Tallat and N. Goldstein regarding homebuyer agreements
AH	05/22/2025	660.00	0.10	66.00	Emails with purchaser's counsel regarding homebuyer agreements
MES	05/23/2025	825.00	0.20	165.00	Review emails re status of transfer of homebuyer agreements
AH	05/27/2025	660.00	0.10	66.00	Emails with K. Plunkett regarding homebuyer agreements
KBP	05/27/2025	825.00	0.70	577.50	Email exchanges with MT regarding HRCA license and existing home buyer agreements.
MES	05/27/2025	825.00	0.30	247.50	Exchange emails re completing transaction with purchaser
AH	05/28/2025	660.00	0.10	66.00	Emails with C. Wilson and M. Poliak regarding homebuyer agreements; emails with K. Plunkett on the same
AH	05/30/2025	660.00	0.10	66.00	Emails with Chaitons regarding assumption agreement
KBP	05/30/2025	825.00	2.40	1,980.00	Review and provide comments on draft APS for accepted LOI.
AH	06/02/2025	660.00	0.40	264.00	Review purchase agreement and email K. Plunkett regarding homebuyer agreements
AH	06/02/2025	660.00	0.30	198.00	Review draft assignment and assumption agreement and email purchaser's counsel regarding the same
MES	06/03/2025	825.00	0.10	82.50	Email to insurer’s counsel re receivership order re claim against La Pue

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	06/04/2025	825.00	1.00	825.00	Review and consider assumption documents; email exchange with client regarding home buyer notice and APS terminations.
MES	06/04/2025	825.00	0.20	165.00	Review emails re construction review and discuss with A. Ho
AH	06/05/2025	660.00	0.50	330.00	Prepare draft notice to homebuyers and send to K. Plunkett; circulate draft notice to client team; email purchaser's counsel regarding notice
KBP	06/05/2025	825.00	0.50	412.50	Review and respond to emails from Purchaser's counsel regarding assumption of APSs.
AH	06/06/2025	660.00	0.10	66.00	Review email from purchaser's counsel and email M. Poliak and M. Willis-O'Connor
AH	06/06/2025	660.00	0.10	66.00	Review email from A. Beney regarding drawings; email P. Doucet additional documents
KBP	06/06/2025	825.00	0.70	577.50	Email exchange with MT and Chaitons regarding Home Buyer notices of termination and assignment APSs.
AH	06/09/2025	660.00	0.10	66.00	Review letter from adjuster
KBP	06/09/2025	825.00	0.70	577.50	Review and consider letter from third party claim and insurance policy.
KBP	06/10/2025	825.00	0.90	742.50	Attend call with Chaitons to discuss assignment of APS and termination requests from Home Buyers.
AH	06/11/2025	660.00	0.40	264.00	Review draft report from expert
AH	06/12/2025	660.00	0.10	66.00	Emails with M. Tallat regarding notice
AH	06/13/2025	660.00	0.50	330.00	Review purchase agreements and email K. Plunkett regarding the same; emails with N. Goldstein and M. Tallat regarding draft notice to homebuyers
KBP	06/13/2025	825.00	0.40	330.00	Review and provide comments on draft notice to home buyers.
AH	06/16/2025	660.00	0.30	198.00	Review revisions to notice and emails with M. Tallat regarding the same
AH	06/17/2025	660.00	0.50	330.00	Call with M. Tallat regarding next steps
AH	06/17/2025	660.00	0.30	198.00	Emails with purchaser's counsel regarding notice; email M. Tallat regarding notice; email R. Vacca regarding next steps; emails with M. Pedro and T. Crowley regarding notice

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	06/17/2025	825.00	0.50	412.50	Review and respond to emails from client regarding comments from Purchaser on Home Buyer notice.
MP	06/17/2025	725.00	0.60	435.00	Initial review of correspondence re APS and termination provisions; Correspondence with A. Ho re same
TAC	06/18/2025	840.00	1.20	1,008.00	Calls and e-mails with K Plunkett; review Tarion schedule and addendum regarding purchaser's termination period
KBP	06/19/2025	825.00	1.00	825.00	Review and consider termination provisions of Home Buyer APS regarding occupation date.
KBP	06/20/2025	825.00	0.50	412.50	Review and respond to client team regarding Home Buyer assignment of APS and termination process.
KBP	06/24/2025	825.00	0.50	412.50	Review and provide comments on notice of termination.
KBP	06/26/2025	825.00	0.40	330.00	Review and consider report from Construction Lien Consultant.
KBP	06/27/2025	825.00	0.70	577.50	Review and provide comments on draft Notice; email exchange with client regarding terminations.
MES	06/27/2025	825.00	0.20	165.00	Review correspondence re construction lien issues
TOTAL:			80.80	$54,988.00	

Name	Year of Call	Title	Hours	Rate	Value
Bernicchia-Freeman, Alex (ABF)		Student	17.10	$375.00	$6,412.50
Chung, Brian (BWC)	2014	Partner	3.70	$745.00	$2,756.50
Crowley, Trevor A.W. (TAC)	2007	Partner	1.20	$840.00	$1,008.00
Ho, Adrienne (AH)	2015	Associate	16.00	$660.00	$10,560.00
Kurian, Bindu (BK)		Law Clerk	1.00	$250.00	$250.00
Pedro, Mario (MP)	2016	Partner	0.60	$725.00	$435.00
Plunkett, Kyle B. (KBP)	2011	Partner	24.80	$825.00	$20,460.00
Spence, Miranda E. (MES)	2011	Partner	15.60	$825.00	$12,870.00
Williams, Patrick L. (PLW)		Law Clerk	0.80	$295.00	$236.00

OUR FEE $54,988.00

HST @ 13% 7,148.44

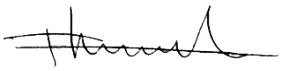
DISBURSEMENTS

Taxable Disbursements

Photocopies/Scanning 73.00

Postage	76.52
Total Taxable Disbursements	$149.52
HST @ 13%	19.44
AMOUNT DUE	**$62,305.40 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.
Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

September 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1455388

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 30, 2025

Total Fees	$33,844.00
Total Taxes	4,399.72
Amount Due	**$38,243.72 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

September 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1455388

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 30, 2025

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	06/19/2025	660.00	0.20	132.00	Email purchaser's counsel regarding updated notice; review analysis from T. Crowley; emails with K. Plunkett and M. Tallat regarding the same
AH	06/19/2025	660.00	0.10	66.00	Email lien claimants regarding additional documents
AH	06/20/2025	660.00	0.50	330.00	Call with P. Doucet regarding next steps
AH	06/25/2025	660.00	0.30	198.00	Review report from consultant
AH	06/26/2025	660.00	0.20	132.00	Draft direction regarding deposits and send to K. Plunkett
AH	06/27/2025	660.00	0.10	66.00	Review email from K. Plunkett regarding notice; circulate notice to KSV
AH	07/02/2025	660.00	0.10	66.00	Email R. Vacca regarding next steps; email M. Tallat regarding termination notices
AH	07/03/2025	660.00	0.10	66.00	Call with K. Plunkett, M. Tallat and R. Vacca regarding next steps
KBP	07/03/2025	825.00	1.00	825.00	Attend call with Deposit Agent and client to discuss terminations of APSs, and next steps; review and provide comments on updated draft Lien Report.
KBP	07/03/2025	825.00	0.50	412.50	Attend call with working group to discuss accepting service and notice to Deposit Agent.
AH	07/07/2025	660.00	0.10	66.00	Email purchaser regarding terminations; email notice to M. Tallat
KBP	07/07/2025	825.00	0.90	742.50	Attend call with client; attend call with MT.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	07/07/2025	825.00	0.40	330.00	Discussion with K. Plunkett, A. Ho re request to accept service, email to Fernando re same
AH	07/08/2025	660.00	0.10	66.00	Email R. Vacca and J. MacLellan direction; email KSV regarding purchaser terminations; email E. Laxton regarding purchaser terminations; email K. Plunkett regarding outstanding issues; review email from J. MacLellan regarding terminations
AH	07/08/2025	660.00	0.10	66.00	Call and emails with P. Doucet regarding lien claims; email client team update on report
KBP	07/08/2025	825.00	0.50	412.50	Email exchanges with MT regarding notice and deposit protocol.
TAC	07/08/2025	840.00	0.40	336.00	E-mails with A Ho; review Tarion schedule
AH	07/10/2025	660.00	0.20	132.00	Call with E. Laxton and K. Plunkett regarding next steps on deposits
KBP	07/10/2025	825.00	0.70	577.50	Attend call with MT regarding terminations of APSs and deposit return protocol.
AH	07/11/2025	660.00	0.10	66.00	Email N. Goldstein and M. Tallat regarding deposits; email K. Plunkett regarding next steps; respond to J. MacLellan regarding deposit return
KBP	07/11/2025	825.00	0.50	412.50	Review and consider emails from Surety and Purchaser regarding APS termination notices; email exchanges with client regarding same.
AH	07/14/2025	660.00	0.30	198.00	Call with M. Talla, N. Goldstein, and K. Plunkett regarding next steps
AH	07/14/2025	660.00	0.50	330.00	Call with P. Doucet regarding report
KBP	07/14/2025	825.00	1.00	825.00	Attend call with client to discuss Lien Report; review and respond to emails from surety counsel and deposit agent.
MES	07/14/2025	825.00	0.20	165.00	Email to lien claimant re acceptance of service
AH	07/15/2025	660.00	0.50	330.00	Attend call with surety and purchaser's counsel, escrow agent, and M. Talla regarding next steps
MES	07/15/2025	825.00	0.70	577.50	Call with all hands re requests to refund deposits; Debrief call with M. Tallat
AH	07/17/2025	660.00	0.10	66.00	Call and emails with M. Tallat regarding report
AH	07/18/2025	660.00	0.40	264.00	Call with P. Doucet and M. Tallat regarding report
KBP	07/20/2025	825.00	0.50	412.50	Review and consider draft Deposit Rtn Protocol.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	07/21/2025	825.00	0.50	412.50	Review and consider updated Report; email exchanges with Surety and Escrow Agent regarding deposit return protocol.
AH	07/22/2025	660.00	0.10	66.00	Emails with M. Tallat regarding report; email P. Doucet regarding report
AH	07/24/2025	660.00	0.10	66.00	Call and emails with P. Doucet; emails with M. Tallat on next steps
KBP	07/28/2025	825.00	0.70	577.50	Attend call with client to discuss Report from Consultant on Lien Holdbacks; review updated Report.
AH	07/29/2025	660.00	0.10	66.00	Email E. Laxton regarding terminations
KBP	07/30/2025	825.00	1.00	825.00	Review and provide comments on updated report; email exchanges with Escrow Agent.
AH	07/31/2025	660.00	0.50	330.00	Review draft report and email N. Goldstein and M. Tallat regarding the same
KBP	07/31/2025	825.00	1.00	825.00	Review and provide comments on draft Report; attend call with client.
AH	08/06/2025	660.00	0.30	198.00	Call and emails with P. Doucet regarding report
KBP	08/06/2025	825.00	1.00	825.00	Review and provide input on updated draft Consultant Report; attend call with client team to discuss protocol re deposits and construction consultant.
AH	08/07/2025	660.00	0.10	66.00	Emails with E. Laxton regarding purchasers; email J. MacLellan regarding deposit return protocol
KBP	08/07/2025	825.00	1.00	825.00	Attend call with Deposit Escrow regarding protocol and payment of fees; review and consider updated protocol from Surety.
KBP	08/12/2025	825.00	1.00	825.00	Provide feedback on updated Glynn Report; provide comments on updated DRP.
AH	08/13/2025	660.00	0.20	132.00	Review and respond to purchaser counsel's email; emails with E. Laxton regarding deposit return protocol; review draft release and email K. Plunkett regarding the same
AH	08/13/2025	660.00	0.10	66.00	Review email from A. Beney and email P. Doucet documents
KBP	08/13/2025	825.00	0.40	330.00	Review updated draft DRP.
AH	08/14/2025	660.00	0.20	132.00	Call with E. Laxton regarding deposit return protocol
DAK	08/14/2025	375.00	1.20	450.00	Looked for construction receipts for expert report

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	08/17/2025	660.00	0.10	66.00	Email E. Laxton, J. MacLellan and R. Vacca regarding deposit return protocol; email A. Slavens regarding deposit return protocol
KBP	08/18/2025	825.00	0.70	577.50	Review and provide comments on draft updated Report.
JAW	08/19/2025	375.00	2.30	862.50	Doc review and indexing tabs
JAW	08/19/2025	375.00	0.50	187.50	Calls with A. Ho regarding instructions for doc review
JOM	08/19/2025	375.00	3.00	1,125.00	Reviewed and compiled information about various documents for the expert to review
KBP	08/19/2025	825.00	1.00	825.00	Attend call with Glynn group to discuss Report and initial findings; attend call with client team to discuss DRP and terminations.
AH	08/25/2025	660.00	0.50	330.00	Review draft consultant's report and email client team regarding the same
KBP	08/25/2025	825.00	0.90	742.50	Email exchanges re DRP; review and provide comments on draft report
KBP	08/26/2025	825.00	1.40	1,155.00	Review and provide additional comments on updated Report; email exchange with N. Goldstein.
AH	08/27/2025	660.00	0.20	132.00	Emails with K. Plunkett; call with P. Doucet regarding next steps
AH	08/27/2025	660.00	0.20	132.00	Draft inquiries to lien claimants and email K. Plunkett regarding the same; email lien claimants regarding additional documents
KBP	08/27/2025	825.00	1.00	825.00	Attend call with Glynn to discuss updated draft Report and findings; review and provide email summary to client regarding same.
KBP	08/28/2025	825.00	0.50	412.50	Finalize email to Lien Claimants re CWOs; email to Torys.
KBP	09/05/2025	825.00	0.50	412.50	Review and consider emails from subtrades on COs;
KBP	09/09/2025	825.00	0.70	577.50	Provide comments on updated draft DRP; attend call with client regarding extension request; review draft.
KBP	09/10/2025	825.00	0.50	412.50	Email exchange regarding DRP and terminations.
KBP	09/11/2025	825.00	0.50	412.50	Review and negotiate extension terms re APS; attend calls with client regarding notice to homebuyer.
KBP	09/15/2025	825.00	0.40	330.00	Review and consider draft updated DRP

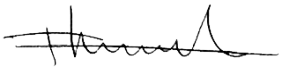
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	09/16/2025	825.00	0.50	412.50	Negotiate extension agreement re APS.
KBP	09/17/2025	825.00	1.20	990.00	Review and respond to emails from opposing counsel regarding DRP; review and provide comments on draft notice of homebuyers.
AH	09/18/2025	660.00	0.10	66.00	Call with M. Poliak regarding next steps; email client team regarding next steps; call with P. Doucet
KBP	09/18/2025	825.00	0.50	412.50	Review and provide updates comments on DRP.
KBP	09/21/2025	825.00	0.90	742.50	Review and provide comments on DRP; attend call with working group regarding Glynn report and next steps re Buttcon materials.
MES	09/22/2025	825.00	0.20	165.00	Exchange emails re September 26 court date
BWC	09/23/2025	745.00	1.40	1,043.00	Review and consider draft lien notices; Emails with A. Ho, M. Spence, K. Plunkett re cost consultant report and draft receiver report; Call with K. Plunkett, A. Ho re case conference, draft report, aide memoire
LUC	09/23/2025	375.00	2.90	1,087.50	Updating Aide Memoir and drafting notice to the lien claimants
MES	09/23/2025	825.00	0.90	742.50	Revise KSV’s Report for case conference
BWC	09/25/2025	745.00	1.50	1,117.50	Review and consider draft Receiver's report and aide memoire; Emails with K. Plunkett, M. Spence, A. Ho; Discussions with A. Ho re cost consultant report; Review and consider Buttcon aide memoire
MES	09/25/2025	825.00	0.60	495.00	Exchange emails with F. Sousa, KSV re request to keep report confidential; Discussions with B. Chung, K. Plunkett, A. Ho re position to take at case conference
PLW	09/25/2025	295.00	0.40	118.00	Submitted Aide Memoir and Case Conference Brief for filing online with the court
AH	09/26/2025	660.00	0.30	198.00	Attend case conference
BWC	09/26/2025	745.00	1.30	968.50	Discussions with K. Plunkett; Prepare for and attend at case conference before Justice Dietrich
MES	09/26/2025	825.00	0.10	82.50	Review update re outcome of case conference
TOTAL:			48.50	$33,844.00	

Name	Year of Call	Title	Hours	Rate	Value
Chao, Luke (LUC)		Student	2.90	$375.00	$1,087.50
Chung, Brian (BWC)	2014	Partner	4.20	$745.00	$3,129.00
Crowley, Trevor A.W. (TAC)	2007	Partner	0.40	$840.00	$336.00
Ho, Adrienne (AH)	2015	Associate	7.10	$660.00	$4,686.00
Kim, Daniel (DAK)		Student	1.20	$375.00	$450.00
Mamelak, Jordan (JOM)		Student	3.00	$375.00	$1,125.00
Plunkett, Kyle B. (KBP)	2011	Partner	23.40	$825.00	$19,305.00
Spence, Miranda E. (MES)	2011	Partner	3.10	$825.00	$2,557.50
Waltman, Jacob (JAW)		Student	2.80	$375.00	$1,050.00
Williams, Patrick L. (PLW)		Law Clerk	0.40	$295.00	$118.00

OUR FEE $33,844.00
HST @ 13% 4,399.72

AMOUNT DUE **$38,243.72 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

October 31, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1459745

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending October 31, 2025

Total Fees	$15,384.50
Total Taxes	1,999.99
Amount Due	**$17,384.49 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

October 31, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1459745

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending October 31, 2025

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	09/03/2025	660.00	0.10	66.00	Email A. Slavens regarding deposit protocol; email P. Doucet regarding change orders; emails with F. Bassong regarding change orders
AH	09/05/2025	660.00	0.10	66.00	Email P. Doucet regarding next steps; email lien claimant's lawyer regarding documents
AH	09/05/2025	660.00	0.10	66.00	Review email from lien claimant; email P. Doucet regarding additional documents
AH	09/08/2025	660.00	0.20	132.00	Emails with A. Slavens regarding deposit protocol; review revisions to deposit protocol
AH	09/09/2025	660.00	0.20	132.00	Review purchase agreement and email K. Plunkett regarding extension; respond to lien claimant's counsel inquiry
AH	09/12/2025	660.00	0.20	132.00	Emails with M. Concordia regarding extension; emails with Buttcon's lawyer regarding documents; emails with K. Plunkett regarding homebuyer inquiry
AH	09/15/2025	660.00	0.10	66.00	Emails with M. Tallat regarding response to homebuyer; email homebuyer
AH	09/15/2025	660.00	0.10	66.00	Revise deposit return protocol and email K. Plunkett regarding the same
AH	09/17/2025	660.00	0.10	66.00	Draft home buyers notice and circulate to M. Tallat and K. Plunkett; circulate deposit protocol to counsel
AH	09/21/2025	660.00	0.10	66.00	Email surety and purchaser's counsel regarding deposit protocol

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	09/22/2025	660.00	0.10	66.00	Emails with client team regarding next steps; email M. Poliak regarding report; email court regarding case conference
KBP	09/22/2025	825.00	1.00	825.00	Review and provide comments on report; review case conference materials.
AH	09/23/2025	660.00	0.50	330.00	Draft report; emails with B. Chung and K. Plunkett regarding report and next steps; emails with L. Chao regarding lien notice; emails with M. Tallat regarding funds; call with B. Chung and K. Plunkett on next steps
KBP	09/23/2025	825.00	1.40	1,155.00	Attend call with client team to discuss DRP and report and approval; email exchanges with opposing counsel regarding same.
KBP	09/23/2025	825.00	0.90	742.50	Negotiate materials and email exchanges with purchaser counsel on DRP; email exchange with Torys.
AH	09/24/2025	660.00	0.10	66.00	Review revisions to draft report
KBP	09/24/2025	825.00	1.20	990.00	Finalize report; review and respond to emails from lien claimants; email exchanges on DRP.
AH	09/25/2025	660.00	0.20	132.00	Revise report; email client team revised report; emails with K. Plunkett regarding report and aide memoire
AH	09/25/2025	660.00	0.60	396.00	Emails with client team regarding draft notice and funds; revise aide memoire and circulate to client team; email lien claimants regarding notice; review Buttcon's aide memoire; calls with B. Chung and M. Spence regarding next steps
KBP	09/25/2025	825.00	1.40	1,155.00	Review and provide comments on draft Aide Memoire; finalize report; attend call with client to discuss next steps.
KBP	09/26/2025	825.00	1.20	990.00	Prepare and attend case conference; attend follow up calls with client regarding next steps.
AH	09/28/2025	660.00	0.10	66.00	Serve case conference endorsement; review emails from M. Tallat and E. Laxton regarding deposit protocol
AH	09/29/2025	660.00	0.10	66.00	Email A. Slavens regarding deposit return protocol
KBP	10/01/2025	825.00	0.50	412.50	Attend call with Torys to finalize DRP.
AH	10/03/2025	660.00	0.10	66.00	Emails regarding deposit protocol; email M. Poliak regarding next steps
KBP	10/03/2025	825.00	0.50	412.50	Email exchange with MT on DRP

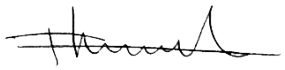
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	10/07/2025	660.00	0.10	66.00	Email M. Tallat regarding deposit return protocol
KBP	10/09/2025	825.00	0.50	412.50	Review Notices of Objection from Lien Claimants; email exchange with Chaitons.
KBP	10/11/2025	825.00	0.40	330.00	Finalize DRP terms
BWC	10/20/2025	745.00	0.40	298.00	Review and consider notice of objection from M. Ruberto; Emails with A. Ho, M. Spence, K. Plunkett
KBP	10/21/2025	825.00	0.50	412.50	Review Notices of Objections filed by Lien Claimants; email exchange with M. Poliak regarding same.
AH	10/22/2025	660.00	0.10	66.00	Call with M. Spence, K. Plunkett and B. Chung on next steps
BWC	10/22/2025	745.00	0.70	521.50	Review and consider Buttcon notice of objection re holdback determination; Emails and call with M. Spence, K. Plunkett, A. Ho
KBP	10/22/2025	825.00	0.70	577.50	Attend call to discuss Lien Claims; email exchange with Chaitons regarding same.
MES	10/22/2025	825.00	0.50	412.50	Call with K. Plunkett, B. Chung, A. Ho re construction lien dispute
KBP	10/28/2025	825.00	0.70	577.50	Review and consider emails from MT regarding purchaser enquiries; email exchanges with client regarding Notice of Objections from lien claimants;
BWC	10/29/2025	745.00	0.20	149.00	Call with K. Plunkett, M. Spence, A. Ho re case conference brief, and upcoming case conference
KBP	10/29/2025	825.00	1.00	825.00	Attend call with client team regarding case conference; review and provide comments on draft aide memoire.
KBP	10/29/2025	825.00	1.20	990.00	Attend call with Chaitons regarding Glynn Report findings and Notice of Objections; review and consider adjournment terms and potential settlement terms.
MES	10/29/2025	825.00	0.30	247.50	Discussion with K. Plunkett, B. Chung, A. Ho re preparation for October 31 case conference
KBP	10/30/2025	825.00	0.70	577.50	Email exchange with lien counsel and MZ counsel regarding Case Conference and request for adjournment.
KSC	10/30/2025	375.00	0.20	75.00	Commissioning affidavit of service for assigning lawyer A. Ho

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
PLW	10/31/2025	295.00	0.40	118.00	Submitted Aide Memoire for filing online with the court
TOTAL:			19.80	$15,384.50	

Name	Year of Call	Title	Hours	Rate	Value
Carter, Keira (KSC)		Student	0.20	$375.00	$75.00
Chung, Brian (BWC)	2014	Partner	1.30	$745.00	$968.50
Ho, Adrienne (AH)	2015	Associate	3.30	$660.00	$2,178.00
Plunkett, Kyle B. (KBP)	2011	Partner	13.80	$825.00	$11,385.00
Spence, Miranda E. (MES)	2011	Partner	0.80	$825.00	$660.00
Williams, Patrick L. (PLW)		Law Clerk	0.40	$295.00	$118.00

OUR FEE	$15,384.50
HST @ 13%	1,999.99
AMOUNT DUE	**$17,384.49 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

November 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1466310

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2025

Total Fees	$8,476.00
Total Taxes	1,101.88
Amount Due	**$9,577.88 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

November 30, 2025

Attention: Mr. Noah Goldstein

Invoice No: 1466310

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2025

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	10/09/2025	660.00	0.10	66.00	Email stakeholders regarding deposit return protocol; review notices from lien claimants and emails internally regarding the same
AH	10/10/2025	660.00	0.10	66.00	Emails with A. Slavens regarding deposit protocol
AH	10/17/2025	660.00	0.10	66.00	Email K. Plunkett and M. Tallat regarding protocol
AH	10/19/2025	660.00	0.10	66.00	Emails with M. Tallat regarding deposit protocol
AH	10/20/2025	660.00	0.10	66.00	Email purchaser's counsel regarding protocol
AH	10/20/2025	660.00	0.10	66.00	Emails with E. Laxton regarding terminations
AH	10/21/2025	660.00	0.10	66.00	Review letter from Buttcon and emails with K. Plunkett regarding next steps; email E. Laxton regarding terminations
AH	10/24/2025	660.00	0.10	66.00	Email R. Vacca regarding purchase agreement
AH	10/29/2025	660.00	0.20	132.00	Prepare aide memoire and emails internally on the same; serve aide memoire; email service list regarding attendance
AH	10/30/2025	660.00	0.10	66.00	Emails with service list and court regarding case conference
AH	10/31/2025	660.00	0.50	330.00	Attend case conference; call with E. Laxton regarding next steps
KBP	11/01/2025	825.00	1.50	1,237.50	Attend call with MT regarding DRP and release of claims; review and provide comments to client team; attend call with client regarding same.

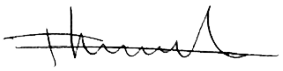
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	11/03/2025	660.00	0.10	66.00	Emails with E. Laxton regarding protocol
KBP	11/03/2025	825.00	0.70	577.50	Email exchanges with MT to execute DRP documents and payments; review and respond to emails from client regarding same.
AH	11/04/2025	660.00	0.10	66.00	Email homebuyer regarding agreement; email E. Laxton regarding deposit protocol return
KBP	11/04/2025	825.00	0.90	742.50	Review and provide comments on updated DRP for mutual terminations; email exchanges with MT.
AH	11/05/2025	660.00	0.10	66.00	Emails with K. Moloney regarding purchase agreement
KBP	11/05/2025	825.00	0.50	412.50	Email exchange with MT regarding DRP; email exchanges with client regarding requested carvouts to release.
KM	11/05/2025	425.00	0.70	297.50	Review Agreement of Purchase and Sale re 5528 Ferry St Niagara Falls, ON
AH	11/06/2025	660.00	0.20	132.00	Revise protocol and email K. Plunkett regarding the same; emails with purchaser's counsel regarding deposit protocol
KBP	11/06/2025	825.00	1.00	825.00	Email exchange with MT regarding DRP and hold outs; email exchange with client regarding finalize DRP.
AH	11/12/2025	660.00	0.20	132.00	Revise deposit protocol and email K. Plunkett regarding the same
AH	11/13/2025	660.00	0.10	66.00	Email client team regarding deposit protocol; email surety and purchaser counsel regarding deposit protocol
KBP	11/14/2025	825.00	0.50	412.50	Email exchanges with Torys and MT regarding DRP.
AH	11/16/2025	660.00	0.10	66.00	Email insurer regarding claim
KBP	11/17/2025	825.00	0.50	412.50	Review and consider updates on DRP and extension request from Purchaser re assignment.
KBP	11/20/2025	825.00	0.50	412.50	Email exchange with Chaitons on updates on settlement; email exchanges with MT regarding extension.
AH	11/25/2025	660.00	0.10	66.00	Email stakeholders regarding deposit return protocol; email S. Ratnajothy regarding next steps
AH	11/28/2025	660.00	0.30	198.00	Call with insurer's counsel regarding action

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
BWC	11/28/2025	745.00	1.10	819.50	Call with A. Ho, S. Ratnajothy re action by G. Wilkins, insurance, and stay motion; Review and consider pleadings, correspondence, motion record for stay; Call and emails with A. Ho
KBP	11/28/2025	825.00	0.50	412.50	Email exchange with MT regarding DRP and extension.
TOTAL:			11.30	$8,476.00	

Name	Year of Call	Title	Hours	Rate	Value
Chung, Brian (BWC)	2014	Partner	1.10	$745.00	$819.50
Ho, Adrienne (AH)	2015	Associate	2.90	$660.00	$1,914.00
Moloney, Kieran (KM)	2025	Associate	0.70	$425.00	$297.50
Plunkett, Kyle B. (KBP)	2011	Partner	6.60	$825.00	$5,445.00

OUR FEE	$8,476.00
HST @ 13%	1,101.88
AMOUNT DUE	**$9,577.88 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

January 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1473753

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending January 31, 2026

Total Fees	$11,618.50
Total Taxes	1,510.41
Amount Due	**$13,128.91 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

January 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1473753

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending January 31, 2026

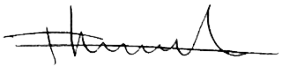
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	12/02/2025	660.00	0.10	66.00	Emails with client team and K. Plunkett regarding release
KBP	12/02/2025	825.00	0.50	412.50	Email exchange with MT regarding updates on assignment.
KBP	12/11/2025	825.00	0.70	577.50	Review and revise draft extension agreement.
KBP	12/12/2025	825.00	0.50	412.50	Finalize and complete second extension agreement.
KBP	12/19/2025	825.00	1.00	825.00	Attend update call with MT to discuss DRP for mutual terminations and finalize terms; email exchange with client.
KBP	12/29/2025	825.00	0.40	330.00	Negotiate DRP for mutual terminations.
KBP	12/30/2025	825.00	0.50	412.50	Negotiate third extension to APS assignment.
KBP	12/31/2025	825.00	0.50	412.50	Negotiate and finalize APS extension; review updated comments on DRP re mutual terminations.
KBP	01/05/2026	860.00	0.50	430.00	Negotiate DRP terms for mutual termination.
KBP	01/06/2026	860.00	0.70	602.00	Negotiate and finalize DRP for consents.
MES	01/06/2026	860.00	0.20	172.00	Exchange emails with M. Tallat, M. Poliak re lien claimants' position
KBP	01/09/2026	860.00	0.40	344.00	Email exchange with Homebuyer regarding return of deposits; email exchange with Torys.
KBP	01/11/2026	860.00	0.50	430.00	Email to MT regarding extension and request for updates.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	01/13/2026	860.00	0.70	602.00	Attend call with Torys to discuss DRP for mutual terminations.
KBP	01/14/2026	860.00	0.70	602.00	Negotiate extension with Purchaser; email exchanges with homebuyer.
KBP	01/16/2026	860.00	0.40	344.00	Review draft extension agreement.
KBP	01/22/2026	860.00	0.40	344.00	Email exchange with MT regarding DRP and assignment.
KBP	01/23/2026	860.00	0.50	430.00	Attend call with MT regarding assignment status and DRP.
KBP	01/25/2026	860.00	0.40	344.00	Review and respond to emails from MT on assignment agreement.
KBP	01/26/2026	860.00	0.70	602.00	Negotiate DRP for phase 2; review and respond to emails from MT regarding assignment.
KBP	01/28/2026	860.00	0.90	774.00	Negotiate DRP for consents; review assignment documents.
KBP	01/29/2026	860.00	1.00	860.00	Review and provide comments on draft assignment and assumption agreement re homebuyer APSs.
KBP	01/30/2026	860.00	1.00	860.00	Attend call with MT regarding assignment and next steps regarding APSs;
KBP	01/31/2026	860.00	0.50	430.00	Email exchange with Homebuyer; email exchange with MT.
TOTAL:			13.70	$11,618.50	

Name	Year of Call	Title	Hours	Rate	Value
Ho, Adrienne (AH)	2015	Associate	0.10	$660.00	$66.00
Plunkett, Kyle B. (KBP)	2011	Partner	13.40	$849.29	$11,380.50
Spence, Miranda E. (MES)	2011	Partner	0.20	$860.00	$172.00

OUR FEE	$11,618.50
HST @ 13%	1,510.41
AMOUNT DUE	**$13,128.91 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

March 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1482832

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending March 31, 2026

Total Fees	$34,361.50
Total Taxes	4,467.00
Amount Due	**$38,828.50 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

March 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1482832

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending March 31, 2026

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	02/01/2026	860.00	0.50	430.00	Email exchanges with MT regarding assignment and DRP.
KBP	02/03/2026	860.00	0.70	602.00	Attend call with client to discuss updates and Notice to Homebuyers; email exchange with MT.
KBP	02/05/2026	860.00	0.50	430.00	Negotiate extension and assumption agreement; email exchanges with client.
KBP	02/09/2026	860.00	0.50	430.00	Email exchanges with MT regarding assignment.
KBP	02/13/2026	860.00	0.50	430.00	Email to MT regarding assignment and follow up questions on homebuyer units.
ABF	02/15/2026	450.00	1.00	450.00	Reviewing APS for K. Plunkett
KBP	02/16/2026	860.00	0.40	344.00	Review and respond to emails from client regarding assignment and APS details.
KBP	02/17/2026	860.00	0.50	430.00	Negotiate and update assignment agreement.
MES	02/17/2026	860.00	0.20	172.00	Exchange emails and voicemail to F. Souza re construction lien dispute
MES	02/18/2026	860.00	0.20	172.00	Exchange emails with F. Sousa re status of lien claim dispute
KBP	02/19/2026	860.00	0.70	602.00	Review and provide comments on updated assignment; email exchanges with MT on DRP
MES	02/19/2026	860.00	0.20	172.00	Call with F. Sousa re advancing lien claim issues
KBP	02/20/2026	860.00	0.70	602.00	Negotiate letter notice to unassigned purchasers; discuss same with client.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	02/20/2026	860.00	0.10	86.00	Exchange emails re meeting with counsel for lien claimants
KBP	02/23/2026	860.00	0.70	602.00	Attend update call with MT.
KBP	02/24/2026	860.00	1.00	860.00	Attend call with client to discuss assignment and draft communication to homebuyers; attend call with MT to discuss mechanics to assignment and transfer of deposits.
KBP	02/26/2026	860.00	0.70	602.00	Negotiate assignment closing with Purchaser; email exchanges with client regarding deposits and interest.
MES	02/27/2026	860.00	0.40	344.00	Attend call with counsel for lien claimants, Marshall Zehr re resolution discussions
KBP	02/28/2026	860.00	0.50	430.00	Attend to negotiating assignment terms.; email exchanges with MT.
KBP	03/02/2026	860.00	0.50	430.00	Email exchanges with MT.
KBP	03/03/2026	860.00	0.50	430.00	Review and respond to emails from MT on assignment of deposits and discuss assignment;
MES	03/05/2026	860.00	0.20	172.00	Review emails re assignment of homebuyers APSs and deposits
ABF	03/06/2026	450.00	0.40	180.00	Reviewing two APS for K. Plunkett
KBP	03/06/2026	860.00	0.70	602.00	Review and provide comments on draft email; email exchanges with client regarding Surety premiums.
MES	03/06/2026	860.00	0.70	602.00	Review emails re transfer of purchaser deposits; Discuss with K. Plunkett; Draft response to BLG
MES	03/07/2026	860.00	0.30	258.00	Revise email to Sovereign counsel re comments from KSV
MES	03/08/2026	860.00	0.20	172.00	Review further emails from Sovereign counsel
ABF	03/09/2026	450.00	2.30	1,035.00	Attending to various matters re bond premiums and receiver liability for K. Plunkett
ABF	03/09/2026	450.00	2.10	945.00	Reviewing D. Kim's research memo and performing follow-up research re receiver liability for K. Plunkett; drafting memo re same
DAK	03/09/2026	395.00	5.30	2,093.50	Research liability re Post-filing premiums
KBP	03/09/2026	860.00	0.90	774.00	Negotiate assignment terms and email to Torys regarding release of Bond; email exchanges with client regarding APS schedule A.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	03/09/2026	860.00	0.50	430.00	Discussion with A. Bernicchia-Freeman, K. Plunkett re analysis required to address bond premium issue, status of lien claims
ABF	03/10/2026	450.00	2.20	990.00	Reviewing file correspondence re bond premiums and related matters for K. Plunkett
ABF	03/10/2026	450.00	0.50	225.00	Taking notes during call with KSV and Chaitons re bond premiums and related matters for K. Plunkett
ABF	03/10/2026	450.00	0.40	180.00	Reviewing and revising KSV bond program chart for K. Plunkett
KBP	03/10/2026	860.00	1.70	1,462.00	Attend call with client to discuss assignment; attend call with MT regarding surety conditions; email to A. Slavens.
MES	03/10/2026	860.00	0.40	344.00	Discussion with K. Plunkett re questions relating to insured action; Review emails from N. Goldstein, J. MacLellan, K. Plunkett re insurance premiums
KBP	03/11/2026	860.00	1.00	860.00	Negotiate assignment terms of APSs with MT; email exchanges with client and BLG regarding same.
MES	03/11/2026	860.00	0.30	258.00	Exchange emails re all hands call to advance outstanding issues and discuss with K. Plunkett
KBP	03/12/2026	860.00	1.00	860.00	Review and respond to various emails from MT and Chaitons on updates regarding assignment and Surety premiums.
MES	03/12/2026	860.00	1.80	1,548.00	Attend all hands call re addressing insurance premiums; Call with N. Goldstein re options; Revise and finalize email to Chaitons re options
ABF	03/13/2026	450.00	2.90	1,305.00	Attending to matters re APS for K. Plunkett and correspondence with MT and Chaitons re same
KBP	03/13/2026	860.00	0.70	602.00	Attend call with Chaitons to discuss termination motion and settling assignment terms; email exchanges with KSV.
MES	03/13/2026	860.00	0.80	688.00	Call with M. Poliak and H. Chaiton re addressing insurance premiums; Discuss with K. Plunkett and email to KSV re same
KBP	03/17/2026	860.00	0.50	430.00	Negotiate assignment terms and email exchanges with Chaitons.
MES	03/17/2026	860.00	0.50	430.00	Exchange emails with parties to Wilkins action advising Receiver will not be participating in examinations; Review emails with J. MacLellan, N. Goldstein re insurance premiums

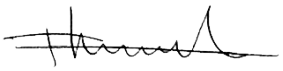
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	03/19/2026	860.00	0.70	602.00	Negotiate assignment of premiums and APSs.
MES	03/19/2026	860.00	0.30	258.00	Review emails re completing steps required to transfer purchase agreements, interest reserve
ABF	03/20/2026	450.00	2.00	900.00	Reviewing DRP consent packages and related documents for K. Plunkett and emails with MT re same
KBP	03/20/2026	860.00	0.50	430.00	Negotiate Schedule B DRP and acknowledgments.
KBP	03/23/2026	860.00	0.70	602.00	Attend strategy call with client team; review and send email to BLG; review and provide comments on draft email to Chaitons and MT.
MES	03/23/2026	860.00	1.00	860.00	Call with N. Goldstein, M. Tallat, K. Plunkett re resolving insurance issues; Emails to BLG, Chaitons, Miller Thomson re same
KBP	03/24/2026	860.00	0.90	774.00	Review and respond to emails form BLG on Sovereign Bond; attend call with client to discuss assignment terms.
KBP	03/25/2026	860.00	0.70	602.00	Negotiate with Surety and Purchaser regarding assignment and cancellation of Sovereign Bond; email exchanges with client.
KBP	03/26/2026	860.00	0.70	602.00	Negotiate assignment terms and surety replacement.
MES	03/26/2026	860.00	0.20	172.00	Exchange emails re Sovereign issue
KBP	03/27/2026	860.00	0.70	602.00	Attend all hands call to discuss assignment of APSs and cancellation of Sovereign bond.
MES	03/27/2026	860.00	1.00	860.00	Attend call with all parties re Sovereign insurance issue; Email to A. Slavens re same
KBP	03/30/2026	860.00	0.70	602.00	Review and respond to emails from Chaitons; email exchanges with client; review and consider emails from BLG regarding cancellation of Sovereign Bond.
TOTAL:			49.40	$34,361.50	

Name	Year of Call	Title	Hours	Rate	Value
Bernicchia-Freeman, Alex (ABF)	2025	Associate	13.80	$450.00	$6,210.00
Kim, Daniel (DAK)		Student	5.30	$395.00	$2,093.50
Plunkett, Kyle B. (KBP)	2011	Partner	21.00	$860.00	$18,060.00
Spence, Miranda E. (MES)	2011	Partner	9.30	$860.00	$7,998.00

OUR FEE	$34,361.50
HST @ 13%	4,467.00

AMOUNT DUE **$38,828.50 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

May 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1491247

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2026

Total Fees	$27,681.00
Total Taxes	3,598.53
Amount Due	**$31,279.53 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

May 31, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1491247

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2026

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	03/30/2026	860.00	0.10	86.00	Review email from J. MacLennan re Sovereign bonds
KBP	04/02/2026	860.00	0.50	430.00	Email exchanges with client MT regarding Schedule B releases, and deposit assignment.
MES	04/02/2026	860.00	0.20	172.00	Review emails from J. MacLellan re Sovereign's position, request for court time
KBP	04/04/2026	860.00	0.50	430.00	Email exchange with MT regarding Schedule B properties and release; email to client regarding same.
KBP	04/06/2026	860.00	0.40	344.00	Email exchange with client regarding Schedule B releases.
MES	04/06/2026	860.00	0.20	172.00	Review emails re release of Schedule B purchaser funds
ABF	04/07/2026	450.00	0.20	90.00	Attending to matters re execution of acknowledgments for K. Plunkett
KBP	04/07/2026	860.00	0.50	430.00	Attend meeting with client to discuss next steps and potential court motion for advice and direction.
MES	04/07/2026	860.00	0.30	258.00	Discussion with K. Plunkett re Schedule B purchasers; Review emails re deposits
ABF	04/08/2026	450.00	0.40	180.00	Reviewing additional batch of releases for K. Plunkett
ABF	04/08/2026	450.00	1.40	630.00	Attending to matters re releases for K. Plunkett and emails with KSV and MT re same
ABF	04/08/2026	450.00	0.50	225.00	Attending to matters re deposit return protocols for K. Plunkett

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	04/08/2026	860.00	0.90	774.00	Email exchange with client regarding assignment; email exchange with MT regarding assignment.
ABF	04/09/2026	450.00	4.10	1,845.00	Reviewing and organizing documents pertaining to October 7, 2025 DRP Schedule A purchasers for K. Plunkett, emails to MT re same, sourcing APS amendments re same, and attending to related matters re same
ABF	04/09/2026	450.00	0.40	180.00	Attending to matters re Receiver's Certificate for K. Plunkett
KBP	04/09/2026	860.00	0.50	430.00	Negotiate assignment terms and cancellation of Sovereign Bond.
MES	04/09/2026	860.00	0.20	172.00	Review emails confirming release of Schedule B purchasers
ABF	04/10/2026	450.00	0.30	135.00	Attending to matters re purchaser releases for K. Plunkett and emails with KSV re same
KBP	04/10/2026	860.00	0.50	430.00	Email to S. Slavens regarding Tarion approval and DRP updates; email exchanges with client regarding same.
KBP	04/11/2026	860.00	0.40	344.00	Review and respond to emails from MT regarding Schedule A purchasers.
KBP	04/13/2026	860.00	0.50	430.00	Review and respond to emails from MT on Schedule B DRP.
MES	04/14/2026	860.00	0.10	86.00	Email to parties re Wilkins v Niagara Falls re receiver’s involvement
KBP	04/20/2026	860.00	0.50	430.00	Review and respond to emails from Torys and MT regarding DRP.
KBP	04/22/2026	860.00	0.70	602.00	Email exchanges with Tarion; email exchanges with MT;
KBP	04/23/2026	860.00	0.40	344.00	Email exchange with client regarding updates.
ABF	04/28/2026	450.00	0.30	135.00	Attending to matters re DRP revisions for K. Plunkett
KBP	04/28/2026	860.00	0.70	602.00	Negotiate DRP and assignment terms with BLG, Torys and MT.
ABF	04/29/2026	450.00	0.40	180.00	Attending to matters re DRP for K. Plunkett
KBP	04/29/2026	860.00	0.90	774.00	Negotiate DRP.
KBP	04/30/2026	860.00	1.00	860.00	Negotiate assignment and release of DRP schedule B.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	05/01/2026	450.00	2.60	1,170.00	Reviewing and revising DRP re Termination on Consent and attending to related matters for K. Plunkett and emails to MT and Torys re same
KBP	05/01/2026	860.00	1.00	860.00	Settle final DRP for consents; attend call with Torys; review and finalize documents for releases.
KBP	05/04/2026	860.00	0.10	86.00	Receive and review email from A. Sodagar re: construction lien issues and holdback release entries on invoices
KBP	05/04/2026	860.00	0.10	86.00	Receive email re: La Pue Deposit Return Protocol consent terminations and review contents
KBP	05/05/2026	860.00	1.00	860.00	Negotiate and finalize DRP for consents and assignment.
MES	05/07/2026	860.00	0.20	172.00	Discussion with K. Plunkett re finalizing matters
KBP	05/08/2026	860.00	1.00	860.00	Negotiate and settle final DRP steps; email exchanges with MT regarding assignment.
KBP	05/09/2026	860.00	0.50	430.00	Review and consider settlement terms from MZ and Holdback claimants; email exchange with client regarding same.
KBP	05/11/2026	860.00	1.20	1,032.00	Attend call with MT; attend call with client; review release form.
KBP	05/13/2026	860.00	0.70	602.00	Negotiate assignment of APS and finalize DRP terms.
KBP	05/14/2026	860.00	1.40	1,204.00	Attend call with MT to discuss o/s issues for assignment; attend call with client team to discuss outstanding issues and proposed residual amounts; review and respond to emails from MT.
ABF	05/15/2026	450.00	0.20	90.00	Attending to matters re assignment agreement in respect of purchaser enquiry for K. Plunkett
KBP	05/15/2026	860.00	0.90	774.00	Attend call with client regarding DRP and assignment; review and consider emails from MT regarding release and assignment.
KBP	05/19/2026	860.00	1.50	1,290.00	Email exchanges with client regarding assignment and holdback; email exchange with Chaitons regarding same; review and consider changes to release.
KBP	05/20/2026	860.00	0.70	602.00	Negotiate holdback lien settlement; negotiate assignment terms.

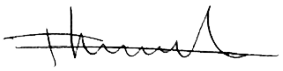
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
KBP	05/22/2026	860.00	0.70	602.00	Review and respond to emails from Aura regarding release of Glynn; review and assignment terms and proposed settlement; review and respond to email from Chaitons.
ABF	05/24/2026	450.00	0.20	90.00	Attending to matters re Glynn termination mandate and release for K. Plunkett
KBP	05/24/2026	860.00	0.50	430.00	Prepare release and termination letter.
ABF	05/25/2026	450.00	1.80	810.00	Drafting Glynn termination and release letter for K. Plunkett, attending to related matters, and emails to KSV re same
KBP	05/25/2026	860.00	0.70	602.00	Attend call with client to discuss Glynn mandate; review and respond to emails from MT regarding assignment terms; review and provide comments on draft DRP, as updated.
KBP	05/27/2026	860.00	1.00	860.00	Email exchanges with MT and BLG regarding finalizing assignment; email exchanges with client; review and consider updated settlement terms.
ABF	05/29/2026	450.00	0.60	270.00	Attending to matters re Glynn Group re termination and release letter for K. Plunkett
ABF	05/29/2026	450.00	0.50	225.00	Attending to matters re Sovereign release for K. Plunkett
ABF	05/29/2026	450.00	0.30	135.00	Emails with KSV and Glynn Group termination and release letter for K. Plunkett
ABF	05/29/2026	450.00	0.20	90.00	Call with Glynn Group re termination and attending to related matters
KBP	05/29/2026	860.00	0.50	430.00	Review and settle termination of engagement for Glynn Group
ABF	05/30/2026	450.00	0.10	45.00	Attending to matters re Glynn Group termination and release for K. Plunkett
KBP	05/31/2026	860.00	0.90	774.00	Review and revise draft Deposit Release; revise DRP for terminations.
TOTAL:			39.10	$27,681.00	

Name	Year of Call	Title	Hours	Rate	Value
Bernicchia-Freeman, Alex (ABF)	2025	Associate	14.50	$450.00	$6,525.00
Plunkett, Kyle B. (KBP)	2011	Partner	23.30	$860.00	$20,038.00
Spence, Miranda E. (MES)	2011	Partner	1.30	$860.00	$1,118.00

OUR FEE	$27,681.00
HST @ 13%	3,598.53

AMOUNT DUE **$31,279.53 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

July 14, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1496889

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending July 10, 2026

Total Fees	$42,201.00
Total Taxes	5,486.13
Amount Due	**$47,687.13 CAD**

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

AIRD BERLIS

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, Ontario M5J 2T9 Canada

T 416 863 1500
F 416 863 1515
airdberlis.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
P.O. Box 20
Toronto, ON
M5J 2W4 Canada

July 14, 2026

Attention: Mr. Noah Goldstein

Invoice No: 1496889

Re: Receiver of La Pue International Inc.

Client No: 041611
Matter No: 309431

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending July 10, 2026

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	06/01/2026	450.00	0.10	45.00	Following up with Glynn Group re termination and release letter for K. Plunkett
ABF	06/01/2026	450.00	0.20	90.00	Reviewing executed Termination and Release and emails to various parties re confirmation of same for K. Plunkett
ABF	06/01/2026	450.00	1.50	675.00	Revising DRP and attending to related matters for K. Plunkett
KBP	06/01/2026	860.00	0.50	430.00	Exchange drafts regarding Assignment and Release.
MES	06/01/2026	860.00	0.20	172.00	Review emails re settlement with lien claimants
KBP	06/02/2026	860.00	0.70	602.00	Negotiating assignment and DRP terms.
ABF	06/04/2026	450.00	0.50	225.00	Attending to matters re DTA release for K. Plunkett
KBP	06/04/2026	860.00	0.70	602.00	Review and respond to emails from Sovereign Counsel and SM regarding settling assignment.
ABF	06/09/2026	450.00	1.00	450.00	Attending to matters re DTA release for K. Plunkett and emails with KSV re same
ABF	06/09/2026	450.00	2.30	1,035.00	Revising June 16 DRP and attending to related matters for K. Plunkett
KBP	06/09/2026	860.00	0.70	602.00	Review and negotiate DRP and assignment.
MES	06/09/2026	860.00	0.20	172.00	Address securing court time
ABF	06/10/2026	450.00	0.10	45.00	Reviewing and compiling DTA Release signature pages

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	06/10/2026	450.00	1.20	540.00	Emails with court and Chaitons re booking DRP approval and discharge motion attending to related matters for M. Spence
KBP	06/10/2026	860.00	0.50	430.00	Review and consider emails form counsel regarding assignment APSs and deposits
MES	06/10/2026	860.00	0.20	172.00	Exchange emails re scheduling distribution motion
KBP	06/11/2026	860.00	0.50	430.00	Review and negotiate Bond release and assignment of deposits.
PLW	06/11/2026	310.00	0.40	124.00	Submitted Commercial List Request Form for filing online with the court
ABF	06/12/2026	450.00	0.30	135.00	Attending to matters re homebuyer contact for K. Plunkett and emails to OC re same
KBP	06/12/2026	860.00	0.70	602.00	Review and respond to emails from counsel regarding assignment of deposits and Bond exchange; email exchange with client.
ABF	06/16/2026	450.00	0.50	225.00	Taking notes during call re Unit 403-T with S. Joshi and attending to related matters for K. Plunkett
ABF	06/16/2026	450.00	2.10	945.00	Drafting stay notice letter for K. Plunkett and email with KSV re same
ABF	06/16/2026	450.00	1.70	765.00	Revising APS Assignment Agreement and attending to related matters for K. Plunkett
KBP	06/16/2026	860.00	0.50	430.00	Attend call with Unit holder counsel to discuss assignment of Unit APS; email to client regarding same.
KBP	06/16/2026	860.00	1.00	860.00	Review and revise draft assignment and assumption agreement.
ABF	06/17/2026	450.00	0.10	45.00	Revising Assignment Agreement for K. Plunkett
ABF	06/17/2026	450.00	0.70	315.00	Reviewing and revising Assignment Notice for K. Plunkett
ABF	06/17/2026	450.00	0.40	180.00	Attending to matters Assignment Notice and emails with KSV re same
KBP	06/17/2026	860.00	0.50	430.00	Negotiate and finalize assignment.
MES	06/17/2026	860.00	0.20	172.00	Exchange emails with F. Souza re distribution motion date
KBP	06/18/2026	860.00	0.50	430.00	Negotiate assignment and release; email to client regarding same.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	06/19/2026	450.00	0.60	270.00	Attending to matters re New Roads stay notice letter and emails with KSV and OC re same
ABF	06/19/2026	450.00	0.20	90.00	Attending to matters re Notice of Assignment and emails with KSV and MT re same
KBP	06/19/2026	860.00	0.50	430.00	Negotiate assignment and release documents.
ABF	06/21/2026	450.00	0.10	45.00	Reviewing email re confirmation of scheduling form submission
ABF	06/22/2026	450.00	0.50	225.00	Reviewing additional purchaser files for inclusion in consent DRP and reviewing emails from MT re same for K. Plunkett
ABF	06/22/2026	450.00	0.50	225.00	Emails with KSV and MT re DRP consent and additional purchaser acknowledgements
ABF	06/22/2026	450.00	0.80	360.00	Reviewing and revising DRP re consent and attending to related matters for K. Plunkett
ABF	06/22/2026	450.00	0.60	270.00	Reviewing and revising DTA Release and attending to related matters for K. Plunkett
ABF	06/22/2026	450.00	0.80	360.00	Reviewing and revising Assignment Agreement and attending to related matters for K. Plunkett
KBP	06/22/2026	860.00	0.70	602.00	Attend call with MT to discuss final DRPs and assignment agreement.
ABF	06/24/2026	450.00	0.60	270.00	Revising Assignment Agreement and attending to related matters for K. Plunkett
KBP	06/24/2026	860.00	0.70	602.00	Review and finalize DRPs.
ABF	06/25/2026	450.00	0.20	90.00	Revising email re DRP revisions for MT
KBP	06/25/2026	860.00	0.70	602.00	Negotiate DRPs and releases with counsel.
ABF	06/26/2026	450.00	0.60	270.00	Call with MT re new DRP and Assignment Agreement and attending to related matters for K. Plunkett
ABF	06/26/2026	450.00	0.50	225.00	Revising third DRP and attending to related matters for K. Plunkett
KBP	06/26/2026	860.00	1.00	860.00	Prepare and attend call with MT to discuss DRP; review and provide comments on DRP to MT.
ABF	06/27/2026	450.00	0.30	135.00	Call with KSV re DRP, Assignment Agreement and motion

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	06/27/2026	450.00	0.20	90.00	Attending to matters re third DRP for K. Plunkett
ABF	06/27/2026	450.00	0.10	45.00	Attending to matters re motion materials for K. Plunkett
KBP	06/27/2026	860.00	1.00	860.00	Prepare and attend call with client team regarding status of DRP and Assignment; review and consider emails from Chaitons on lien settlement.
ABF	06/29/2026	450.00	1.10	495.00	Reviewing materials in preparation to draft July 15 DRP Approval and Discharge motion materials for K. Plunkett
MES	06/29/2026	860.00	0.30	258.00	Exchange emails with F. Souza re language for distribution motion addressing lien claim settlement
ABF	06/30/2026	450.00	0.30	135.00	Attending to matters re Third and Fourth DRP for K. Plunkett
ABF	06/30/2026	450.00	3.10	1,395.00	Drafting Fourth DRP for remaining APSs and attending to related matters for K. Plunkett
ABF	06/30/2026	450.00	1.00	450.00	Reviewing materials in preparation to draft July 15 DRP Approval and Discharge motion materials for K. Plunkett
ABF	06/30/2026	450.00	1.00	450.00	Drafting Lien Holdback Settlement Order for K. Plunkett
KBP	06/30/2026	860.00	1.00	860.00	Negotiate releases; review and revise DRPs; email exchanges with client; attend call with MT.
ABF	07/01/2026	450.00	0.40	180.00	Drafting Lien Holdback Settlement Order for K. Plunkett
ABF	07/01/2026	450.00	3.90	1,755.00	Drafting APS Termination and DRP Approval Order for K. Plunkett
ABF	07/01/2026	450.00	2.50	1,125.00	Drafting Final Distribution and Discharge Order for K. Plunkett
ABF	07/01/2026	450.00	1.20	540.00	Drafting Notice of Motion for K. Plunkett

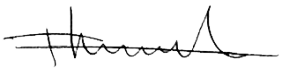
MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
ABF	07/02/2026	450.00	0.20	90.00	Attending to matters re motion materials for K. Plunkett
ABF	07/02/2026	450.00	1.10	495.00	Attending to matters re rescheduling hearing for K. Plunkett
KBP	07/02/2026	860.00	0.70	602.00	Review and respond to emails from MT on DRPs.
MES	07/02/2026	860.00	0.30	258.00	Exchange emails with A. Bernicchia Freeman, K. Plunkett re Marshallzehr Group Inc v La Pue International Inc hearing date; Email to F. Souza re same
PLW	07/02/2026	310.00	0.40	124.00	Submitted CL Request Form for filing online with the court
KBP	07/03/2026	860.00	0.50	430.00	Attend call with MT regarding DRP and assignment.
ABF	07/06/2026	450.00	1.10	495.00	Reviewing revised Second and Third DRPs and attending to related matters for K. Plunkett
ABF	07/06/2026	450.00	0.90	405.00	Revising Second DRP and emails with MT re same
ABF	07/06/2026	450.00	1.20	540.00	Revising Fourth DRP for K. Plunkett and circulating same with MT and KSV
KBP	07/06/2026	860.00	1.00	860.00	Review and provide comments on draft 4th DRP.
ABF	07/07/2026	450.00	0.20	90.00	Emails with KSV re revisions to Third DRP and Fourth DRP
ABF	07/08/2026	450.00	2.30	1,035.00	Reviewing MT, BLG and SM correspondence re DTA Release and attending to related matters for K. Plunkett
KBP	07/08/2026	860.00	0.50	430.00	Review and respond to emails from MT regarding DRPs.
MES	07/08/2026	860.00	0.50	430.00	Discussion with K. Plunkett re resolution of purchaser issues; Exchange emails re DTA release terms
ABF	07/09/2026	450.00	0.10	45.00	Emails with MT re DRPs
ABF	07/09/2026	450.00	1.70	765.00	Revising Final Distribution and Discharge Order, emails to Chaitons and KSV re same and attending to related matters for K. Plunkett
ABF	07/09/2026	450.00	4.90	2,205.00	Drafting Tenth Report for K. Plunkett
KBP	07/09/2026	860.00	0.90	774.00	Review and revise DRPs; email exchanges with client regarding same and DTA release.

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
MES	07/09/2026	860.00	0.20	172.00	Review order implementing lien holdback settlement terms for distribution motion
ABF	07/10/2026	450.00	0.60	270.00	Revising APS Termination and DRP Approval Order, emails re same with AP and attending to related matters for K. Plunkett
ABF	07/10/2026	450.00	0.10	45.00	Emails with MT re APS Termination and DRP Approval Order
ABF	07/10/2026	450.00	9.10	4,095.00	Drafting Tenth Report for K. Plunkett
KBP	07/10/2026	860.00	0.70	602.00	Review and provide additional comments on draft DRPs.
TOTAL:			76.90	$42,201.00	

Name	Year of Call	Title	Hours	Rate	Value
Bernicchia-Freeman, Alex (ABF)	2025	Associate	57.30	$450.00	$25,785.00
Plunkett, Kyle B. (KBP)	2011	Partner	16.70	$860.00	$14,362.00
Spence, Miranda E. (MES)	2011	Partner	2.10	$860.00	$1,806.00
Williams, Patrick L. (PLW)		Law Clerk	0.80	$310.00	$248.00

OUR FEE	$42,201.00
HST @ 13%	5,486.13
AMOUNT DUE	**$47,687.13 CAD**

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Kyle B. Plunkett

E.&O.E.

Payment by EFT / Wire Transfer:			Payment by Cheque:
Beneficiary Bank: TD Canada Trust TD Centre 55 King Street West Toronto, ON M5K 1A2	Beneficiary: Bank No.: Transit No.: Account: Swift Code:	Aird & Berlis LLP 004 10202 5221521 TDOMCATTTOR	Payable To: Aird & Berlis LLP Brookfield Place, Suite 1800 181 Bay Street Toronto, ON M5J 2T9

Email notification for EFT and WIRE payments: accounting@airdberlis.com **Bill.Com Payment Network ID: c114483219512158**

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt. Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001 | PST Registration #PST-1485-2365

* For legal services provided to clients residing in Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.

Attached is Exhibit “B”

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

This 15th day of July, 2026



Commissioner for taking Affidavits, etc.
Alex Bernicchia-Freeman (LSO # 93556P)

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

LAWYERS	CALL TO BAR	HOURLY RATE $	TOTAL TIME	VALUE $
Crowley, Trevor A.W.	19 (called to the Bar in 2007)	$840.00	1.6	$1,344.00
Plunkett, Kyle B.	15 (called to the Bar in 2011)	$827.74	223.7	$185,165.50
Spence, Miranda E.	15 (called to the Bar in 2011)	$828.98	89.5	$74,194.00
Chung, Brian	12 (called to the Bar in 2014)	$731.51	30.4	$22,238.00
Ho, Adrienne	11 (called to the Bar in 2015)	$643.87	110.4	$71,083.00
Muise, Danielle L.	10 (called to the Bar in 2016)	$645.32	6.2	$4,001.00
Pedro, Mario	10 (called to the Bar in 2016)	$676.02	4.9	$3,312.50
Sharma, Kanika	6 (called to the Bar in 2020)	$395.00	1.8	$711.00
Lici, Matilda	6 (called to the Bar in 2020)	$560.00	13.8	$7,728.00
Oh, Angela	4 (called to the Bar in 2022)	$345.00	3.2	$1,104.00
Delfino, Cristian	3 (called to the Bar in 2023)	$395.00	5.1	$2,014.50
Moloney, Kieran	1 (called to the Bar in 2025)	$425.00	0.7	$297.50
Bernicchia-Freeman, Alex	1 (called to the Bar in 2025)	$450.00	85.6	$38,520.00
Essber, Essber	Student	$350.00	6.5	$2,275.00
Bernicchia-Freeman, Alex	Student	$375.00	18.1	$6,787.50
Spiliakos, Isabella	Student	$375.00	1.2	$450.00
Kim, Daniel	Student	$391.31	6.5	$2,543.50
Mamelak, Jordan	Student	$375.00	3.0	$1,125.00
Waltman, Jacob	Student	$375.00	2.8	$1,050.00
Chao, Luke	Student	$375.00	2.9	$1,087.50
Carter, Keira	Student	$375.00	0.2	$75.00
Morris, Shannon R	Law Clerk	$471.51	4.3	$2,027.50
Bennett, Travis	Law Clerk	$340.00	1.7	$578.00
Nguyen, Linh	Law Clerk	$310.00	4.1	$1,271.00
Williams, Patrick L.	Law Clerk	$294.40	5.0	$1,472.00
Carty, Kim	Law Clerk	$375.00	0.3	$112.50
Peacocke, Robin	Law Clerk	$395.00	0.4	$158.00
Hodgson, Daniella S.	Law Clerk	$395.00	1.6	$632.00
Kurian, Bindu	Law Clerk	$250.00	4.7	$1,175.00
Total Fees			**640.2**	**$434,532.50**

****Standard hourly rates listed. However, in certain circumstances adjustments to the account may have been made.***

MARSHALLZEHR GROUP INC.
Applicant

and

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

AFFIDAVIT OF KYLE PLUNKETT

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

Kyle Plunkett (LSO # 61044N)
Tel: 416-865-3406
Email: kplunkett@airdberlis.com

Miranda Spence (LSO # 60621M)
Tel: 416-865-3414
Email: mspence@airdberlis.com

Alex Bernicchia-Freeman (LSO # 93556P)
Tel: 416-865-7735
Email: afreeman@airdberlis.com

Lawyers for AlixPartners Restructuring, Inc., in its capacity as Court-appointed receiver of La Pue International Inc.

Appendix “U”

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

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

AFFIDAVIT OF MALEEHA ANWAR
(sworn July 16, 2026)

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

1. I am an associate with the law firm of Chaitons LLP ("**Chaitons**"), lawyers for KSV Restructuring Inc., in its capacity as court-appointed receiver (the "**Receiver**"), of all the assets, undertakings and properties of each of the Respondents, and as such have knowledge of the matters to which I hereinafter depose.

2. Attached hereto and marked as **Exhibit "A"** are copies of the accounts issued by Chaitons to the Receiver for the time period commencing November 24, 2023 and ending March 31, 2026, totalling $212,999.84 (comprised of fees of $186,602.50, disbursements of $2,028.88 and HST of $24,368.46) with respect to this proceeding.

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

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from November 24, 2023 to March 31, 2026.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 16th day of July, 2026)
)
_____ _____)
A Commissioner, etc.

_____
MALEEHA ANWAR

THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF MALEEHA ANWAR
SWORN BEFORE ME THIS 16TH DAY OF
JULY, 2026



A Commissioner Etc.

Chaitons LLP

INVOICE NUMBER: 295742 **January 31, 2024**

KSV RESTRUCTURING INC.
150 KING STREET WEST, SUITE 2308
TORONTO, ONTARIO, M5H1J9

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including January 31, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$14,575.50	
SUB-TOTAL		$14,575.50
DISBURSEMENTS		
NON TAXABLE	$363.45	
SUBJECT TO HST	$58.35	
SUB-TOTAL		$421.80
HST at 13.00%		$1,902.40
GRAND TOTAL		**$16,899.70**

Amount payable on the current invoice	$16,899.70
Plus outstanding invoices on this matter	$0.00
Amount Due	**$16,899.70**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Nov 24, 23	Call with Receiver re: listing agreement and sale process; revise same;
Nov 27, 23	Call with Receiver;
Dec 6, 23	Call with L. Bailey regarding a redemption;
Dec 8, 23	Call and email correspondence with L. Bailey and N. Goldstein;
Dec 8, 23	To review of and response to e-mail communication regarding status of file;
Dec 13, 23	Call with Receiver regarding draft report; revise draft report; draft notice of motion and order; finalize motion record and serve; email correspondence with J. MacLellan; email correspondence with Pawel;
Dec 14, 23	Drafting factum for sale process approval motion.
Dec 17, 23	Revising factum.
Dec 18, 23	Review and provide comments on factum; finalize factum; call with clients;
Dec 18, 23	Revising factum.
Dec 19, 23	Calls and email correspondence with clients, counsel for the Debtor and the Receiver; prepare for hearing; review responding record;
Dec 19, 23	Receipt and review of affidavit of P Fugiel; Drafting participant information form.
Dec 20, 23	Prepared for and attended at the sale process approval hearing; email correspondence with client regarding same;
Dec 20, 23	Appearing for and attending at hearing for sale process approval; E-mail to court with word version of order; Receipt and review of e-mail correspondence between M Poliak and N Goldstein.
Dec 21, 23	Email correspondence with the Receiver;
Dec 28, 23	Review and revise draft Listing Agreement;

Jan 9, 24	Telephone call with M. Poliak;
Jan 9, 24	Email correspondence and call with H. Chaiton regarding termination of receivership; email correspondence with clients regarding same;
Jan 10, 24	Email correspondence with the receiver;
Jan 10, 24	Receipt, review and responding to e-mail correspondence from L Christodoulou.
Jan 18, 24	Email correspondence regarding APS; email correspondence with A. Butcher;
Jan 18, 24	To receive instructions and review correspondence and documents re preparation of template Agreement of Purchase and Sale;
Jan 19, 24	To continue to review correspondence and documents in preparation for draft Agreement of Purchase and Sale; to exchange correspondence;
Jan 23, 24	To review/revise initial draft of purchase agreement;
Jan 23, 24	E-mail correspondence to M Poliak; E-mail correspondence to J Dutrizac.
Jan 23, 24	To complete review of court documents and title documents; to consider issues and review status of development; to prepare template Agreement of Purchase and Sale for sale of property by receiver;
Jan 24, 24	Email correspondence regarding Sovereign General Insurance;
Jan 29, 24	Email correspondence regarding properties owned by La Pue;
Jan 31, 24	Review correspondence from counsel for certain mortgagees; review searches for properties owned by the Debtor; email correspondence with clients regarding same; call with N. Thurairatnam;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$14,575.50**
HST at 13.00%	1,894.82

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$58.35	
		$58.35

Non-Taxable:

File Motion Record(s) Non-taxable	$339.00	
Teraview Charges Non-taxable	$24.45	
		$363.45

TOTAL DISBURSEMENTS	**$421.80**
HST at 13.00%	7.59
GRAND TOTAL	**$16,899.70**

CHAITONS LLP

per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	0.20	$179.00
ROBERT MILLER	$800.00	0.40	$320.00
MAYA POLIAK	$675.00	2.60	$1,755.00
MAYA POLIAK	$630.00	11.80	$7,434.00
ALEXANDRA KRANCEVIC	$435.00	0.20	$87.00
LAURA CULLETON	$375.00	0.20	$75.00
LAURA CULLETON	$325.00	5.10	$1,657.50
MARK WILLIS-O'CONNOR	$590.00	5.20	$3,068.00
Total:		25.70	$14,575.50

Chaitons LLP

INVOICE NUMBER: 296269 **February 29, 2024**

KSV RESTRUCTURING INC.
150 KING STREET WEST, SUITE 2308
TORONTO, ONTARIO, M5H 1J9

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 29, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$1,012.50	
SUB-TOTAL		$1,012.50
HST at 13.00%		$131.63
GRAND TOTAL		**$1,144.13**

Amount payable on the current invoice	$1,144.13
Plus outstanding invoices on this matter	$16,899.70
Amount Due	**$18,043.83**
Trust Balance	

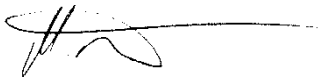
E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Feb 1, 24	MP	Call with M. Tufman;
Feb 5, 24	MP	Review draft APS;
Feb 9, 24	MP	Review loan offer; call with Receiver regarding same;
Feb 14, 24	MP	Calls with Receiver and MZ;

TOTAL PROFESSIONAL FEES	**$1,012.50**
HST at 13.00%	131.63
GRAND TOTAL	**$1,144.13**

CHAITONS LLP

per: 

Maya Poliak

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
MAYA POLIAK	$675.00	1.50	$1,012.50
Total:		1.50	$1,012.50

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Chaitons LLP

INVOICE NUMBER: 297068 **April 15, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including April 30, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$10,192.50	
SUB-TOTAL		$10,192.50
DISBURSEMENTS		
NON TAXABLE	$12.80	
SUBJECT TO HST	$50.84	
SUB-TOTAL		$63.64
HST at 13.00%		$1,331.63
GRAND TOTAL		**$11,587.77**

Amount payable on the current invoice	$11,587.77
Plus outstanding invoices on this matter	$18,043.83
Amount Due	**$29,631.60**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Mar 5, 24	MP	Call with the Receiver regarding correspondence from the City; draft reply;
Mar 6, 24	MP	Revise correspondence to the City; email correspondence with clients regarding same;
Mar 9, 24	MP	Email correspondence with J. MacLellan;
Mar 11, 24	MP	Email correspondence and call with the Receiver regarding notice from the City;
Mar 11, 24	LSC	To receipt and review of correspondence regarding enforcement proceedings; to conducting various parcel searches; to various correspondence with M. Poliak regarding same;
Mar 21, 24	MP	Call with J. Mullen regarding 5978 Allendale; draft email to counsel for first mortgagee on same property;
Mar 27, 24	MP	Email correspondence regarding agreements of purchase and sale and scheduling of a motion;
Mar 28, 24	MP	Email correspondence with client and M. Russell regarding APS; review draft agreement from potential purchaser;
Mar 28, 24	LAC	Receipt and review of notice of appearance from W Andrade; Reviewing parcel register.
Mar 28, 24	MWO	To receive instructions; to telephone call and review correspondence; to consider issues and revise draft Agreement of Purchase and Sale; to telephone call and correspondence from client; to further revise draft Agreement of Purchase and Sale and deliver execution copy to client;
Mar 31, 24	MP	Review and provide comments on draft report;
Apr 3, 24	MP	Draft Notice of Motion; finalize motion record and arrange for service; correspondence regarding retrieval of APSs; review undertaking; email correspondence with M. Russell;
Apr 3, 24	DIM	To preparing an undertaking;

Apr 4, 24	MWO	To receive instructions and review correspondence; to revise draft Agreement of Purchase and Sale and deliver clean and blacklined copies to client;
Apr 4, 24	LAI	To; commute to Sullivan Mahoney LLP's St. Catharines office to pickup APSs and return same to office; prep for and scanning of same;
Apr 8, 24	LAI	To; correspondence with M. Poliak re. scanning and sharing of pre-existing contracts; to sending out of same;

TOTAL PROFESSIONAL FEES	**$10,192.50**
HST at 13.00%	1,325.03

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$29.75	
Courier and Taxi Charges Taxable	$21.09	
		$50.84

Non-Taxable:

Teraview Charges Non-taxable	$12.80	
		$12.80

TOTAL DISBURSEMENTS	**$63.64**
HST at 13.00%	6.61
GRAND TOTAL	**$11,587.77**

CHAITONS LLP

per: _____
Maya Poliak

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
MAYA POLIAK	$675.00	9.50	$6,412.50
LIAM SCANLON	$325.00	0.20	$65.00
LAURA CULLETON	$375.00	0.20	$75.00
MARK WILLIS-O'CONNOR	$590.00	3.50	$2,065.00
DAVID IM	$250.00	0.60	$150.00
LUCA IMBROGNO	$250.00	5.70	$1,425.00
Total:		19.70	$10,192.50

Chaitons LLP

INVOICE NUMBER: 297600 **April 30, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including April 30, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$5,065.00	
SUB-TOTAL		$5,065.00
DISBURSEMENTS		
NON TAXABLE	$351.80	
SUBJECT TO HST	$351.75	
SUB-TOTAL		$703.55
HST at 13.00%		$704.18
GRAND TOTAL		**$6,472.73**

Amount payable on the current invoice	$6,472.73
Plus outstanding invoices on this matter	$29,631.60
Amount Due	**$36,104.33**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Apr 2, 24	Email correspondence regarding scanning;
Apr 2, 24	Email correspondence regarding agreements of purchase and sale;
Apr 4, 24	Email correspondence with A. Ottaway; email correspondence regarding the agreements of purchase and sale;
Apr 5, 24	Email correspondence with the Receiver regarding APS scanning; internal office correspondence regarding same;
Apr 5, 24	Receipt and review of e-mail correspondence from A Thadickal.
Apr 9, 24	Email correspondence regarding motion;
Apr 10, 24	Email correspondence with clients regarding motion returnable April 11, 2024; attend at a case conference;
Apr 11, 24	Prepared for and attended at the hearing; email correspondence with client;
Apr 12, 24	Email correspondence regarding a purchaser;
Apr 15, 24	Email correspondence with the Court; call with P. Kuca;
Apr 15, 24	To correspondence re. APSs; to sending out same;
Apr 19, 24	Call and email correspondence with J. Shamess;
Apr 20, 24	Call and email correspondence with J. Shamess;
Apr 23, 24	Email correspondence regarding extension of DD condition;

Apr 25, 24	Correspondence regarding extension request;
Apr 30, 24	Email correspondence with clients and purchaser's counsel;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$5,065.00**
HST at 13.00%	658.45

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$26.75	
Courier and Taxi Charges Taxable	$325.00	
		$351.75

Non-Taxable:

File Motion Record(s) Non-taxable	$339.00	
Teraview Charges Non-taxable	$12.80	
		$351.80

TOTAL DISBURSEMENTS	**$703.55**
HST at 13.00%	45.73

GRAND TOTAL **$6,472.73**

CHAITONS LLP



per: _____
Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
MAYA POLIAK	$675.00	7.30	$4,927.50
LAURA CULLETON	$375.00	0.10	$37.50
LUCA IMBROGNO	$250.00	0.40	$100.00
Total:		7.80	$5,065.00

Chaitons LLP

INVOICE NUMBER: 298404 **May 31, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including May 31, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$6,034.50	
SUB-TOTAL		$6,034.50
DISBURSEMENTS		
NON TAXABLE	$8.00	
SUBJECT TO HST	$20.55	
SUB-TOTAL		$28.55
HST at 13.00%		$787.16
GRAND TOTAL		**$6,850.21**

Amount payable on the current invoice	$6,850.21
Plus outstanding invoices on this matter	$36,104.33
Amount Due	**$42,954.54**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

May 2, 24	Email correspondence with the Court and client regarding scheduling;
May 7, 24	Email correspondence with client and purchaser's counsel regarding deposit;
May 9, 24	Draft demand re second deposit; email correspondence regarding same;
May 10, 24	Email correspondence with K. Plunket and N. Goldstein;
May 13, 24	Email correspondence and calls regarding Second Deposit;
May 14, 24	Calls regarding APS;
May 16, 24	Email correspondence regarding deposit; email correspondence regarding agreement of purchase and sale;
May 23, 24	Calls and email correspondence regarding the APS and shoring;
May 27, 24	Call with counsel for HC Matcon; email correspondence with N. Goldstein regarding same;
May 28, 24	Various emails with I. Robinson and telephone calls with N. Goldstein and with M. Poliak;
May 28, 24	Email correspondence with the Receiver regarding purchaser's deposit; email correspondence with the Receiver and H. Chaiton regarding correspondence from J. Robinson;
May 29, 24	Telephone conference call with M. Poliak, J. Robinson and Z. Fida, lawyers for a purchaser;
May 29, 24	Call with J. Robinson, Z. Fida and H. Chaiton; reporting email to client; email correspondence with a purchaser;
May 30, 24	Email correspondence with the Receiver regarding HC Matcon and certain agreements of purchase and sale;
May 31, 24	Various emails and telephone calls with respect to non-payment of 2nd deposit and next steps;

May 31, 24	Email correspondence and call regarding APS and second deposit;
May 31, 24	E-mail correspondence with M Tallat; E-mail correspondence with M Poliak.
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES			**$6,034.50**
HST at 13.00%			784.49
DISBURSEMENTS:			
Subject to HST:			
	Internet Search Fee Taxable	$20.55	
			$20.55
Non-Taxable:			
	Government Disbursement Internet Search Non-tax.	$8.00	
			$8.00
TOTAL DISBURSEMENTS			**$28.55**
HST at 13.00%			2.67
GRAND TOTAL			**$6,850.21**

CHAITONS LLP

per: _____
Harvey Chaiton

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	2.10	$1,879.50
MAYA POLIAK	$675.00	6.10	$4,117.50
LAURA CULLETON	$375.00	0.10	$37.50
Total:		8.30	$6,034.50

Chaitons LLP

INVOICE NUMBER: 298945 **June 30, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including June 30, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$25,272.50	
SUB-TOTAL		$25,272.50
DISBURSEMENTS		
NON TAXABLE	$187.65	
SUBJECT TO HST	$127.61	
SUB-TOTAL		$315.26
HST at 13.00%		$3,302.01
GRAND TOTAL		**$28,889.77**

Amount payable on the current invoice	$28,889.77
Plus outstanding invoices on this matter	$42,954.54
Amount Due	**$71,844.31**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Jun 3, 24	Calls regarding approval of the Sale Agreement;
Jun 4, 24	To receive instructions and review correspondence; to coordinate obtaining tax certificate;
Jun 6, 24	Call regarding Allendale Avenue; email correspondence regarding same; email correspondence regarding tax certificate; email correspondence regarding Vickery; review amended APS;
Jun 6, 24	To various correspondence with M. Poliak and C. Wilson regarding tax certificate;
Jun 6, 24	To receive and respond to correspondence and coordinate delivery of obtained tax certificate;
Jun 12, 24	Calls and email correspondence with Receiver regarding HC Matcon holdback;
Jun 12, 24	Telephone call with D Michaels; E-mail correspondence to M Poliak regarding same; Receipt and review of parcel search for property.
Jun 13, 24	Call with counsel for Formoja; review security; email correspondence with client regarding same;
Jun 13, 24	Receipt and review of e-mail correspondence from M Poliak.
Jun 14, 24	Draft Third Report; email correspondence with counsel for mortgagees on 6092 Allendale;
Jun 15, 24	Various emails;
Jun 15, 24	Draft letter to purchaser; draft vesting order;
Jun 17, 24	Finalize motion materials; prepare order and notice of motion; letter to purchaser; email correspondence with various parties;
Jun 17, 24	To various correspondence with M. Poliak regarding approval and vesting orders;
Jun 18, 24	Various emails and telephone call with M. Poliak;

Jun 18, 24	To reviewing and revising approval and vesting order; to various correspondence with M. Poliak regarding same; to reviewing title;
Jun 19, 24	Various emails and telephone call with M. Poliak re sale approval motion;
Jun 19, 24	Call with counsel for Sovereign; email correspondence with lien claimants; email correspondence with H. Manis; draft confidentiality agreement; amend vesting order; email correspondence with purchaser's lawyers; draft factum; call with H. Chaiton;
Jun 19, 24	Receipt and review of e-mail correspondence from construction lien claimants regarding disclosure of the purchase details and confidentiality agreements.
Jun 20, 24	Finalize factum and order;
Jun 21, 24	Prepare for and attend on sale approval motion; report to N. Goldstein and MarshallZehr; emails with lawyers for purchaser on closing date;
Jun 24, 24	To confirm instructions re closing; to review Asset Purchase Agreement coordinate scope of closing documents; to exchange correspondence re next steps;
Jun 25, 24	Call with C. Wilson regarding closing; email correspondence with surety;
Jun 25, 24	To review documents and correspondence; to review Asset Purchase Agreement and coordinate preparation of closing documents; to exchange correspondence with purchaser's solicitor re additional information and outstanding matters;
Jun 26, 24	Internal email correspondence regarding closing;
Jun 26, 24	To review Asset Purchase Agreement, Approval and Vesting Order, Assignment Agreement, Notice of Assignment and other documents and correspondence; to review draft closing documents and advise re tax issues; to exchange correspondence with client and purchaser's solicitor; to receive and review copies of condominium unit Agreements of Purchase and Sale;
Jun 27, 24	Internal correspondence regarding closing;

Jun 27, 24	To review and revise additional draft closing documents; to exchange correspondence re condominium Agreements of Purchase and Sale and related issues for closing; to follow up with purchaser's solicitor;
Jun 28, 24	Telephone call with N. Goldstein; various emails;
Jun 28, 24	To exchange correspondence re closing matters and purchaser's request for an extension;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$25,272.50**
HST at 13.00%	3,285.43

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$120.75	
Postage Charges Taxable	$6.86	
		$127.61

Non-Taxable:

Tax Certificate(s) Non-taxable	$122.40	
Teraview Charges Non-taxable	$65.25	
		$187.65

TOTAL DISBURSEMENTS	**$315.26**
HST at 13.00%	16.59
GRAND TOTAL	**$28,889.77**

CHAITONS LLP



per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	3.90	$3,490.50
MAYA POLIAK	$675.00	19.20	$12,960.00
LIAM SCANLON	$325.00	1.40	$455.00
LAURA CULLETON	$375.00	0.60	$225.00
MARK WILLIS-O'CONNOR	$590.00	13.80	$8,142.00
Total:		38.90	$25,272.50

Chaitons LLP

INVOICE NUMBER: 300267 **August 31, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$23,801.00	
SUB-TOTAL		$23,801.00
HST at 13.00%		$3,094.13
GRAND TOTAL		**$26,895.13**

Amount payable on the current invoice	$26,895.13
Plus outstanding invoices on this matter	$0.00
Amount Due	**$26,895.13**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Jul 2, 24	HGC	Various emails and telephone call with M. Poliak;
Jul 2, 24	RAM	To e-mails from and to M. Willis-O'Connor re termination of transaction;
Jul 2, 24	MP	Email correspondence regarding closing;
Jul 2, 24	MWO	To exchange correspondence re request for purchaser's financing documents and information; to coordinate delivery of executed closing documents and tender process; to exchange correspondence re termination letter and next steps;
Jul 3, 24	HGC	Internal conference; review letter from Fiera; telephone conference call with M. Poliak and MarshallZehr re whether or not to terminate APS and retain deposit; various emails;
Jul 3, 24	RAM	To e-mails from and to M. Willis O'Connor re termination of purchase agreement and follow up call with H. Chaiton and M. Poliak;
Jul 3, 24	MP	Calls and email correspondence regarding APS;
Jul 3, 24	MWO	To exchange correspondence re termination and extension options; to attend meeting to discuss; to review Asset Purchase Agreement and begin drafting termination letter;
Jul 4, 24	HGC	Telephone conference call with MarshallZehr team with respect to purchaser's failure to close and decision to treat APS as terminated and retain deposit; review draft termination letter and provide comments;
Jul 4, 24	MP	Calls with M. Willis-O'Connor and H. Chaiton regarding termination;
Jul 4, 24	MWO	To prepare for and attend meeting re termination of Asset Purchase Agreement and related issues re forfeiture of deposit and re-sale of property; to prepare draft termination letter; to revise and finalize and confirm instruction; to deliver letter and report to client;
Jul 8, 24	MP	Email correspondence with H. Manis;

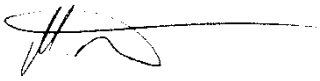
Jul 8, 24	MWO	To receive and respond to inquiries re response to termination letter; to telephone call and correspondence from purchaser's solicitor re termination of Asset Purchase Agreement and offer for reinstatement and amendment; to exchange correspondence with client;
Jul 9, 24	RAM	To e-mails from and to M. Willis O'Connor re reinstatement agreement and follow up call;
Jul 9, 24	MP	Call with Receiver and MZ regarding next steps; email correspondence with P. Mand regarding reviving Lakeshore deal; email correspondence and calls regarding reviving APS;
Jul 9, 24	MWO	To prepare for and attend meeting; to exchange correspondence with client and purchaser's solicitor; to confirm instructions and deliver response purchaser's solicitor re terms for reinstatement and amendment of Asset Purchase Agreement; to telephone calls and correspondence;
Jul 10, 24	MWO	To follow up with purchaser's solicitor; to respond to client's inquiry;
Jul 11, 24	RAM	To review/revise Reinstatement Agreement;
Jul 11, 24	MP	Call with KSV regarding development charges; email correspondence and calls regarding reviving the APS; call with C. Hayes regarding same; review draft;
Jul 11, 24	MWO	To exchange correspondence with client and purchaser's solicitor; to coordinate receipt of second deposit; to prepare draft Reinstatement and Amending Agreement; to deliver copy to client for review and approval;
Jul 12, 24	MWO	To follow up with purchaser's solicitor and exchange correspondence re execution of Reinstatement and Amending Agreement;
Jul 15, 24	MWO	To coordinate execution of Reinstatement and Amending Agreement and Assignment Agreement; to circulate fully-executed copies and coordinate delivery of second deposit to vendor in trust;
Jul 16, 24	MWO	To exchange correspondence and coordinate delivery of second deposit to client; to receive and respond to inquiry re first deposit;
Jul 17, 24	MP	Email correspondence regarding development agreement;

Jul 22, 24	MWO	To follow up with purchaser's solicitor re payment of third deposit; to exchange correspondence with client;
Jul 23, 24	MWO	To exchange correspondence with purchaser's solicitor re purchaser's default in payment of third deposit; to prepare draft response and confirm instructions; to deliver response and report to client;
Jul 25, 24	MP	Email correspondence regarding termination;
Jul 29, 24	MP	Email correspondence with H. Chaiton regarding distributions;
Jul 29, 24	MWO	To respond to client's inquiries and confirm instructions; to prepare and deliver termination letter to purchaser's solicitor;
Aug 1, 24	MWO	To receive instructions and review draft Revitalization Grant Agreement and correspondence; to prepare suggested revisions and comments; to send clean and blacklined copies to client and advise;
Aug 2, 24	MWO	To receive and review comments from client; to consider issues and prepare revisions to draft Revitalization Grant Agreement; to deliver clean and blacklined copies to client; to receive and respond to follow-up request;
Aug 7, 24	MP	Email correspondence on various issues;
Aug 8, 24	MP	Review correspondence from former realtor;
Aug 12, 24	MWO	To receive and review correspondence re approval of draft Revitalization Grant Agreement; to receive and respond to inquiries;
Aug 13, 24	MP	Email correspondence regarding Lakeshore Agreement; email correspondence regarding the Allendale Property;
Aug 13, 24	MWO	To exchange correspondence with client and City of Niagara Falls planning staff re finalization of Revitalization Grant Agreement; to review City Council meeting materials; to attend City Council meeting and report to client re approval of Revitalization Grant Agreement; to receive and respond to inquiry re purchaser's default;
Aug 19, 24	MWO	To receive and review correspondence from City of Niagara Falls planner; to revise and finalize Revitalization Grant Agreement for execution; to exchange correspondence with client;

Aug 20, 24	MWO	To follow up and coordinate execution of Revitalization Gran Agreement; to deliver executed copy to City of Niagara Falls planner and advise;
Aug 23, 24	MWO	To receive and review correspondence and Commitment Letter from purchaser's new solicitor;
Aug 26, 24	MWO	To exchange correspondence with client and confirm instructions; to prepare and deliver response to purchaser's solicitor's letter and report to client;
Aug 27, 24	MWO	To receive and respond to client inquiry and exchange correspondence;

TOTAL PROFESSIONAL FEES	**$23,801.00**
HST at 13.00%	3,094.13
GRAND TOTAL	**$26,895.13**

CHAITONS LLP

per: 

Maya Poliak

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	1.60	$1,432.00
ROBERT MILLER	$800.00	1.10	$880.00
MAYA POLIAK	$675.00	6.40	$4,320.00
MARK WILLIS-O'CONNOR	$590.00	29.10	$17,169.00
Total:		38.20	$23,801.00

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Chaitons LLP

INVOICE NUMBER: 301147 **September 30, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including September 30, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$10,775.00	
SUB-TOTAL		$10,775.00
HST at 13.00%		$1,400.75
GRAND TOTAL		**$12,175.75**

Amount payable on the current invoice	$12,175.75
Plus outstanding invoices on this matter	$26,895.13
Amount Due	**$39,070.88**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Sep 17, 24	To receive instructions and review correspondence; to prepare draft Reinstatement and Amending Agreement and send clean and blacklined copies for review;
Sep 19, 24	Telephone calls with M. Poliak and N. Goldstein re whether reinstatement agreement needs court approval;
Sep 19, 24	Review reinstatement agreement; call with M. Willis-O'Connor regarding same; call with H. Chaiton; email correspondence with N. Goldstein;
Sep 19, 24	To telephone calls and correspondence re revisions to draft Second Reinstatement and Amending Agreement re court approval issues; to complete revisions and exchange further correspondence;
Sep 20, 24	Review reinstatement agreement;
Sep 20, 24	To telephone call and correspondence; to prepare additional revisions to draft Reinstatement and Amending Agreement and deliver for review;
Sep 23, 24	Discussions with M. Poliak and N. Goldstein;
Sep 23, 24	Email correspondence regarding reinstatement agreement;
Sep 23, 24	To telephone calls and correspondence re further revisions to draft Second Reinstatement and Approval Agreement; to complete revisions re Court order condition and related matters;
Sep 24, 24	To review/revise Reinstatement Agreement;
Sep 24, 24	Call with MZ regarding Pawel's offer and reinstatement agreement;
Sep 24, 24	To further review draft Second Reinstatement and Amending Agreement; to exchange correspondence re additional issues to address;
Sep 25, 24	To complete further revisions to draft Second Reinstatement and Amending Agreement and send for review;
Sep 26, 24	Review draft reinstatement agreement;

Sep 26, 24	To receive and respond to correspondence from client; to deliver clean and blacklined copies of revised Second Reinstatement and Amending Agreement; to confirm instructions and deliver Second Reinstatement and Amending Agreement to purchaser's solicitor; to telephone call and correspondence with purchaser's solicitor;
Sep 27, 24	Email correspondence with J. MacLellan;
Sep 27, 24	To telephone call and correspondence from purchaser's solicitor; to receive and review requested revisions to draft Second Reinstatement and Amending Agreement; to provide comments and report to client;
Sep 30, 24	Email correspondence and calls with M. Willis-O'Connor, H. Chaiton and the Receiver regarding offers for the property;
Sep 30, 24	To exchange correspondence; to review and revise draft Second Reinstatement and Amending Agreement; to deliver clean and blacklined copies for review; to telephone call to discuss issues for further revisions to the draft Second Reinstatement and Amending Agreement; to prepare same and deliver to client with additional comments re licensing requirements for assignee of existing agreements of purchase and sale;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$10,775.00**
HST at 13.00%	1,400.75

GRAND TOTAL	**$12,175.75**

HST No R124110933 INVOICE NUMBER: 301147

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

CHAITONS LLP



per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	1.00	$895.00
ROBERT MILLER	$800.00	0.40	$320.00
MAYA POLIAK	$675.00	2.80	$1,890.00
MARK WILLIS-O'CONNOR	$590.00	13.00	$7,670.00
Total:		17.20	$10,775.00

Chaitons LLP

INVOICE NUMBER: 301999 **October 31, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including October 31, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$7,844.00	
SUB-TOTAL		$7,844.00
DISBURSEMENTS		
NON TAXABLE	$12.80	
SUBJECT TO HST	$26.75	
SUB-TOTAL		$39.55
HST at 13.00%		$1,023.20
GRAND TOTAL		**$8,906.75**

Amount payable on the current invoice	$8,906.75
Plus outstanding invoices on this matter	$39,070.88
Amount Due	**$47,977.63**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Oct 1, 24	Telephone call with N. Goldstein with respect to assignment of APS;
Oct 1, 24	To exchange correspondence re HCRA licensing issue and related matters;
Oct 3, 24	To receive and review correspondence from purchaser's solicitor; to report to client and exchange correspondence re HCRA issue;
Oct 3, 24	To receive and review comments from client re additional revisions to Second Reinstatement and Amending Agreement; to begin preparation of same;
Oct 4, 24	Various emails;
Oct 4, 24	Email correspondence regarding HC Matcon lien;
Oct 4, 24	To receive instructions and exchange correspondence with client; to prepare further revisions re Home Construction Regulatory Authority issues and additional revisions; to receive and respond to client inquiry; to deliver clean and blacklined copies to client; to confirm instructions and deliver copies to purchaser's solicitor and report to client;
Oct 7, 24	Email correspondence with a lien claimant;
Oct 7, 24	To exchange correspondence with purchaser's solicitor re settled form of Second Reinstatement and Amending Agreement; to exchange correspondence re execution of same;
Oct 8, 24	Email correspondence regarding sale approval with the Court, the Receiver and various interested parties;
Oct 8, 24	To exchange correspondence with client; to coordinate execution of Second Reinstatement and Amending Agreement and report to client; to request confirmation of receipt of Third Deposit;
Oct 9, 24	Call with C. Hayes; call with M. Willis-O'Connor regarding transaction; email correspondence regarding court dates; email correspondence regarding third deposit;

Oct 9, 24	To receive and respond to inquiry; to follow up with purchaser's solicitor re payment of Third Deposit; to review correspondence and update critical dates re closing;
Oct 10, 24	Email correspondence regarding APS; email correspondence with lien claimants;
Oct 15, 24	To receive correspondence from client; to follow up with purchaser's solicitor re third deposit and review response;
Oct 16, 24	Review draft statement of claim from HC Matcon;
Oct 17, 24	To exchange correspondence with assignee's solicitor re third deposit and related issues;
Oct 18, 24	Calls with Miller Thomson; call with Receiver regarding same;
Oct 18, 24	To prepare for and attend meeting with assignee's solicitor; to exchange correspondence;
Oct 23, 24	Email correspondence regarding termination of agreement; email regarding liens;
Oct 23, 24	To reviewing title; to various correspondence with M. Poliak regarding same;
Oct 24, 24	To confirm instructions and prepare draft termination letter; to confirm instructions and deliver copy to purchaser's solicitor; to report to client;
Oct 28, 24	Email correspondence with Pawel, lien claimants counsel, the Court and the purchasers;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$7,844.00**
HST at 13.00%	1,019.72

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$26.75	
		$26.75

Non-Taxable:

Teraview Charges Non-taxable	$12.80	
		$12.80

TOTAL DISBURSEMENTS	**$39.55**
HST at 13.00%	3.48
GRAND TOTAL	**$8,906.75**

CHAITONS LLP

per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	0.70	$626.50
MAYA POLIAK	$675.00	5.40	$3,645.00
LIAM SCANLON	$325.00	0.10	$32.50
MARK WILLIS-O'CONNOR	$590.00	6.00	$3,540.00
Total:		12.20	$7,844.00

Chaitons LLP

INVOICE NUMBER: 302758 **November 30, 2024**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including November 30, 2024:

PROFESSIONAL FEES		
SUBJECT TO HST	$9,766.00	
SUB-TOTAL		$9,766.00
HST at 13.00%		$1,269.58
GRAND TOTAL		**$11,035.58**

Amount payable on the current invoice	$11,035.58
Plus outstanding invoices on this matter	$47,977.63
Amount Due	**$59,013.21**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Nov 3, 24	Correspondence regarding HC Matcon;
Nov 7, 24	Correspondence with J. Wadden; call with J. Wadden;
Nov 8, 24	Email correspondence regarding sale transaction;
Nov 8, 24	To receive and review correspondence with purchaser's solicitor; to obtain and deliver copies of all purchase agreements, amendments, assignments, reinstatements and terminations;
Nov 12, 24	Call with C. Hayes regarding reviving the transaction; email correspondence regarding same; review amending agreement; email correspondence with the Receiver and C. Hayes; call with M. Willis-O'Connor; email to H. Mannis;
Nov 12, 24	To receive instructions and review correspondence; to prepare draft Third Reinstatement and Amending Agreement; to deliver copy to client and exchange correspondence re delivery to purchaser's solicitor;
Nov 13, 24	Email correspondence with H. Manis; email correspondence with J. Wadden;
Nov 13, 24	To exchange correspondence re delivery of draft Third Reinstatement and Amending Agreement and next steps;
Nov 14, 24	Email correspondence regarding the reinstatement agreement;
Nov 15, 24	Email correspondence with H. Manis regarding offer; email correspondence with the Receiver regarding the reinstatement and Debtor's offer;
Nov 15, 24	To exchange correspondence re purchaser's revisions to draft Third Reinstatement and Amending Agreement;
Nov 18, 24	Email correspondence regarding purchase;
Nov 18, 24	Review revised amendment agreement; email correspondence regarding same;

Nov 18, 24	To receive and review correspondence; to advise re revisions to draft Third Reinstatement and Amending Agreement;
Nov 19, 24	Email correspondence with the Court and K. Plunket;
Nov 20, 24	Email correspondence with MZ;
Nov 22, 24	Email correspondence with counsel for the Debtor and the Receiver; email correspondence with the Court and C. Hayes;
Nov 25, 24	Email correspondence with H. Manis and Pawel;
Nov 27, 24	Email correspondence regarding the new transaction;
Nov 28, 24	Call with H. Chaiton; email correspondence with the Court, various counsel, MZ and the Receiver;
Nov 28, 24	To exchange correspondence and confirm amended closing date; to follow up re executed Third Reinstatement and Amending Agreement;
Nov 29, 24	Telephone calls with N. Goldstein re MZ Commitment Letter; telephone calls with M. Poliak; telephone conference call with M. Poliak and M. Snedden with respect to Special Conditions; telephone conference call with MZ team re Special Conditions and timing for court approval;
Nov 29, 24	Review CL issued by MZ; calls with H. Chaiton and MZ; email correspondence with the Receiver; call with M. Willis-O'Connor;
Nov 29, 24	To receive and review correspondence and draft Amending Agreement from purchaser's solicitor; to meetings with purchaser's solicitor and client;
Nov 30, 24	Telephone call with M. Poliak; emails with C. Hayes;
Nov 30, 24	Calls with H. Chaiton; email correspondence with J. Wadden;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$9,766.00**
HST at 13.00%	1,269.58

HST No R124110933

INVOICE NUMBER: 302758

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

GRAND TOTAL **$11,035.58**

CHAITONS LLP



per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$895.00	1.60	$1,432.00
MAYA POLIAK	$675.00	9.20	$6,210.00
MARK WILLIS-O'CONNOR	$590.00	3.60	$2,124.00
Total:		14.40	$9,766.00

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Chaitons LLP

INVOICE NUMBER: 304098 **January 31, 2025**

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, ONTARIO, M5J2W4

Re: LA PUE INTERNATIONAL INC.
Our file: 007310-86046

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including January 31, 2025:

PROFESSIONAL FEES		
SUBJECT TO HST	$28,050.00	
SUB-TOTAL		$28,050.00
DISBURSEMENTS		
NON TAXABLE	$158.60	
SUBJECT TO HST	$121.50	
SUB-TOTAL		$280.10
HST at 13.00%		$3,662.30
GRAND TOTAL		**$31,992.40**

Amount payable on the current invoice	$31,992.40
Plus outstanding invoices on this matter	$59,013.21
Amount Due	**$91,005.61**
Trust Balance	

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Dec 2, 24	Telephone call with KSV; various emails;
Dec 2, 24	Calls with H. Chaiton and J. Wadden; email correspondence with MZ regarding same;
Dec 3, 24	Email correspondence with MZ;
Dec 4, 24	Email correspondence regarding liens;
Dec 4, 24	To reviewing various advance matters; to various correspondence with M. Poliak regarding same;
Dec 5, 24	Email correspondence regarding liens; call with K. Plunkett;
Dec 5, 24	To various correspondence with M. Poliak and A. Ho regarding loan inquiries; to reviewing precedent file and title;
Dec 9, 24	Review and provide comments on report; draft Notice of Motion;
Dec 9, 24	To receive and respond to inquiries re sale transaction and HCRA licensing matters;
Dec 10, 24	Telephone call with M. Poliak re lien priority;
Dec 10, 24	Call with H. Chaiton; calls with K. Plunkett; review revised draft report; draft Notice of Motion and Order; email correspondence regarding service list;
Dec 10, 24	To coordinate execution of Third Reinstatement and Amending Agreement; to exchange correspondence and respond to inquiries;
Dec 10, 24	To communications with M. Willis-O'Connor and to obtaining updated parcel abstract PIN;
Dec 11, 24	Telephone call with M. Poliak followed by conference call with M. Poliak and MarshallZehr re lien priority; telephone call with R. Miller;
Dec 11, 24	Review motion materials; assist with assembling exhibits; email correspondence regarding same;
Dec 11, 24	To exchange correspondence re documents requests and related issues;

Dec 12, 24	Email correspondence with purchaser's counsel; call with MarshallZehr;
Dec 12, 24	To receive and respond to inquiries from purchaser's client; to review file re outstanding issues;
Dec 13, 24	Review and provide comments on draft factum;draft notice to home buyers;
Dec 13, 24	To review and respond to inquiries from purchaser's solicitor re assumption of contracts and related matters;
Dec 15, 24	Telephone conference call with M. Poliak and B. Reynolds with respect to lien priority issue; telephone call with M. Poliak;
Dec 16, 24	Telephone calls with M. Poliak;
Dec 16, 24	Review case law on the issue of equitable subrogation;
Dec 17, 24	Telephone conference call with M. Poliak and EY team; telephone call with M. Poliak and H. Manis re redemption of MZ mortgage and validity of wrap up interest;
Dec 17, 24	To receive and respond to inquiries re vendor's condition, closing and related matters;
Dec 18, 24	Telephone calls and emails with H. Manis;
Dec 19, 24	Provide comments on communication to purchasers;
Jan 3, 25	Draft Aide Memoire regarding MarshallZehr's lien motion;
Jan 7, 25	To various correspondence with M. Poliak regarding various enforcement matters; to reviewing title;
Jan 7, 25	To receive and review court order; to exchange correspondence and advise re closing and appeal period timeframes; to review closing documents list;
Jan 8, 25	To various correspondence and calls with J. Wu and M. Poliak regarding enforcement matters;
Jan 8, 25	To telephone call and correspondence re closing issues and next steps;
Jan 9, 25	To various correspondence with J. Postma, M. Poliak and J. Wu regarding enforcement matters;

Jan 9, 25	To receive and review correspondence and notice of assignment from purchaser's solicitor; to follow up re court motion to amend Approval and Vesting Order and related issues;
Jan 10, 25	To preparing the notice of motion;
Jan 11, 25	Review and revise draft Notice of Motion;
Jan 12, 25	Review draft notice of motion and affidavit re lien priority dispute; telephone call with M. Poliak;
Jan 12, 25	Call with H. Chaiton regarding draft materials on priority motion;
Jan 13, 25	To exchange correspondence and advise re closing matters;
Jan 14, 25	Email correspondence re: motion materials for priority motion; call with C. Hayes; review and finalize motion record;
Jan 15, 25	Email correspondence with Aird & Berlis regarding court attendance to amend name;
Jan 17, 25	Calls and email correspondence regarding Notice of Appeal; provide comments on notice to home buyers;
Jan 17, 25	To review and advise re closing matters and preparation of closing documents;
Jan 20, 25	To review and advise re information required for Statement of Adjustments and flow of funds; to review correspondence re appeal; to exchange correspondence re extension of closing pending resolution of appeal and related issues;
Jan 21, 25	To exchange correspondence re closing documents and extended closing date and related matters;
Jan 22, 25	To confirm instructions and prepare and deliver notice to purchaser's solicitor re extension of closing date due to appeal and advise re closing documents; to receive and respond to inquiries;
Jan 24, 25	To receive and respond to correspondence re extension of closing date and related issues relating to appeal and purchaser's further assignment;

Jan 28, 25	To receive instructions; to review correspondence re motion to amend Approval and Vesting Order re purchaser; to telephone call and correspondence to purchaser's solicitor; to report to client;
Jan 29, 25	Email correspondence regarding appeal and motion to amend the AVO;
Jan 29, 25	To telephone call and correspondence with purchaser's solicitor re assignment of Asset Purchase Agreement and related issues; to exchange correspondence with client and advise;
Jan 30, 25	To follow up with purchaser's solicitor and exchange correspondence; to report to client and respond to inquiry;
Jan 31, 25	Email correspondence regarding Buttcon's trust claim;
	To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	**$28,050.00**
HST at 13.00%	3,646.50

DISBURSEMENTS:

Subject to HST:

Teraview Charges Taxable	$121.50	
		$121.50

Non-Taxable:

Tax Certificate(s) Non-taxable	$127.50	
Teraview Charges Non-taxable	$31.10	
		$158.60

TOTAL DISBURSEMENTS	**$280.10**
HST at 13.00%	15.80

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

GRAND TOTAL **$31,992.40**

CHAITONS LLP



per: _____
Harvey Chaiton

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
HARVEY G. CHAITON	$950.00	1.20	$1,140.00
HARVEY G. CHAITON	$895.00	3.70	$3,311.50
MAYA POLIAK	$700.00	6.70	$4,690.00
MAYA POLIAK	$675.00	16.20	$10,935.00
LIAM SCANLON	$375.00	0.90	$337.50
LIAM SCANLON	$325.00	1.00	$325.00
MARK WILLIS-O'CONNOR	$625.00	8.20	$5,125.00
MARK WILLIS-O'CONNOR	$590.00	2.90	$1,711.00
DAVID IM	$350.00	1.20	$420.00
CAMELIA SINGH	$275.00	0.20	$55.00
Total:		42.20	$28,050.00

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5.0% per annum commencing one month after delivery of this account.

Chaitons LLP

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, M5J2W4

Invoice Date:	February 28, 2025
Invoice Number:	400134
Our File:	007310-0086046

Re: LA PUE INTERNATIONAL INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 28, 2025

PROFESSIONAL FEES		
SUBJECT TO HST	4,132.50	
SUB-TOTAL		$4,132.50
Net Total		$4,132.50
HST at 13.00%		$537.23
GRAND TOTAL		**$4,669.73**

Amount payable on the current invoice	$4,669.73
Plus outstanding invoices on this matter	$91,005.61
Amount Due	**$95,675.34**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES

Date	Description
02/03/2025	To exchange correspondence with client and purchaser's solicitor re closing;
02/03/2025	Email correspondence and calls regarding appeal and next steps;
02/07/2025	To receive and respond to inquiries re deposits and related matters;
02/15/2025	email from S. Atkinson re receivership notice in respect of certain properties owned by Pawel; review court order; telephone call with M. Poliak; emails with H. Manis;
02/19/2025	Calls and email correspondence regarding closing; review responding materials of lien claimants; call with H. Chaiton regarding same;
02/25/2025	Email correspondence with M. Drudi regarding lien claim; review additional materials; email correspondence with Receiver's counsel; email correspondence regarding closing;
02/26/2025	Review Court Order and correspondence; exchange correspondence re closing date and related matters;
	To all matters of a general nature not more particularly referred to herein;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Harvey G. Chaiton	950.00	0.50	475.00
Mark Willis-o'connor	625.00	0.70	437.50
Maya Poliak	700.00	4.60	3,220.00
Total		**5.80**	**$4,132.50**
HST at 13.00%			$537.23
GRAND TOTAL			**$4,669.73**

CHAITONS LLP



per: _____
Harvey Chaiton

5000 Yonge Street, 10th Floor, Toronto, ON M2N 7E9 | P :416-222-8888
chaitons.com

Chaitons LLP

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, M5J2W4

Invoice Date: March 31, 2025
Invoice Number: 401317
Our File: 007310-0086046

Re: LA PUE INTERNATIONAL INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2025

PROFESSIONAL FEES		
SUBJECT TO HST	25,861.00	
SUB-TOTAL		$25,861.00
DISBURSEMENTS		
SUBJECT TO HST	89.73	
Costs (Non-Taxable)	86.70	
SUB-TOTAL		$176.43
Net Total		$26,037.43
HST at 13.00%		$3,373.59
GRAND TOTAL		**$29,411.02**

Amount payable on the current invoice	$29,411.02
Plus outstanding invoices on this matter	$95,675.34
Amount Due	**$125,086.36**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES

Date	Description
03/04/2025	Receive and review correspondence from purchaser's solicitor; review Agreement of Purchase and Sale and Reinstatement and Amending Agreements; review Approval and Vesting Order; review and revise draft closing documents; confirm instructions and coordinate delivery to purchaser's solicitor and report to client;
03/04/2025	Correspondence to and from M. Willis-O'Connor regarding closing date and preparation of draft documents; preparation of the draft closing documents and statement of adjustments and forwarding to M. Willis-O'Connor for review; preparation of the statement of adjustments and forwarding to N Goldstein for review; preparation of the draft application for vesting order; correspondence to and from N. Goldstein attaching copy of the tax certificate and advising on obtaining a verbal update; correspondence and telephone call with A. Scaringi of the City of Niagara Falls to obtain a verbal update on the taxes; further correspondence to N. Goldstein attaching the revised statement of taxes and revised statement of adjustments; to correspondence to and from M. Poliak regarding the vesting order; correspondence to and from M. Tallat regarding the statement of adjustments and property taxes; to correspondence to M. Carli attaching the draft closing documents and adjustments; correspondence to and from P. Rosu-Myles regarding the messaging of the application for vesting order;
03/05/2025	Receive and respond to correspondence re closing issues and anticipated extension of closing date; receive and review request from purchaser's solicitor re construction certificate;
03/05/2025	Correspondence to and from P. Rosu-Myles regarding the application for vesting order and revising same; correspondence to and from A. Scaringi at the City of Niagara Falls obtaining a further tax account statement;
03/06/2025	Receive and review comments on draft closing documents; coordinate finalization of draft closing documents and follow up re HST Indemnity; confirm instructions and respond to purchaser's solicitors inquiries; review and revise draft Assignment and Assumption of Contract; exchange correspondence re extension to closing date;
03/06/2025	Email correspondence and calls regarding closing;
03/06/2025	Conversation with M. Willis-O'Connor regarding the certificate for all work commissioned by the receiver; preparation of the assignment and assumption of contracts relating to the revitalization grant agreement; receipt of correspondence from M. Carli regarding comments to closing documents, revising same and forwarding to M. Carli; correspondence regarding extension of closing to March 12, 2025;
03/07/2025	Exchange correspondence with client and purchaser's solicitor re construction certificate, contractor information and assumption of Revitalization Grant Agreement; follow up re HST certificate and other outstanding matters;
03/07/2025	Review of correspondence regarding extension of closing to March 12, 2025; correspondence to M. Carli to follow up on HST certificate;
03/12/2025	Review and revise additional closing documents; settle outstanding issues for certain documents and follow up re HST Certificate; receive and review correspondence re beneficial ownership; consider issues re vesting of beneficial ownership and next steps;
03/12/2025	Correspondence to N. Goldstein attaching receiver documents and advising that same will be sent via DocuSign for execution; correspondence to M. Poliak attaching the law

Date	Description
	statement and advising that same will be sent via DocuSign for execution; correspondence from M. Carli requesting extension of closing to March 14, 2025; to correspondence with A. Scaringi of the City of Niagara Falls to confirm the total amount on the tax statement included the Feb and April installments; to forwarding the updated tax statement to N. Goldstein and advising that for the purpose of the realty tax adjustment we removed the April installment in our calculations; to correspondence to M. Carli attaching the updated tax statement; to correspondence to and from P. Rosu-Myles regarding the tax statement and advising it included the Feb and April installments and that the adjustments did not include the April installment; to further correspondence to and from N. Goldstein in connection with the realty tax adjustment and payment of outstanding realty taxes; correspondence from P. Rosu-Myles attaching draft HST certificate and asking for the DRA; preparation of the multi-party DRA and solicitor's undertaking to pay the realty taxes; correspondence to and from N. Goldstein regarding request to extend closing to March 14, 2025; review of the HST Certificate with M. Willis-O'Connor; correspondence to N. Goldstein attaching the draft beneficial owner agreement and to correspondence asking if the beneficial ownership requires court approval and forwarding to M. Poliak for response; revising the receiver's certificate; to conversation with M. Willis-O'Connor regarding the beneficial ownership issue;
03/13/2025	Call with M. Willis-O'Connor and C. Wilson regarding the transaction and closing;
03/13/2025	Review and revise additional closing documents; review Approval and Vesting Order and related documents; prepare for and attend meetings with purchaser's solicitor and lender's solicitor re beneficial ownership and related issues; coordinate next steps for closing;
03/13/2025	Correspondence to M. Willis-O'Connor attaching revised multi-party DRA and adjustments; call with M. Poliak and M. Willis-O'Connor and with lender's solicitor to discuss the beneficial ownership matter; correspondence to P. Rosu-Myles attaching the purchaser's undertaking re rebates, solicitor's undertaking re taxes and multi-party DRA and to receipt of comment on the DRA; further correspondence to and from P. Rosu-Myles regarding the application for vesting order, revised HST certificate and to discuss same with M. Willis-O'Connor;
03/14/2025	Exchange correspondence re purchaser's solicitor and lender's solicitor; settle outstanding HST Certificate and coordinate extension of closing date on terms; coordinate delivery of executed closing documents to purchaser's solicitor;
03/14/2025	Correspondence and telephone call with M. Willis-O'Connor regarding the statement in the application for vesting order dealing with the restrictions and revising same; correspondence to N. Goldstein & M. Tallat attaching the revised statement of adjustments; correspondence to P. Rosu-Myles to advise on revision to the application for vesting order; revising the HST certificate and sending clean and black line to P. Rosu-Myles; correspondence from M. Concordia regarding revisions to the HST certificate; to correspondence to M. Carli attaching the executed receiver documents and asking for the executed purchaser's documents and closing funds and advising that the assignment and assumption of agreements of purchase and sale is a post closing matter; correspondence to M. Concordia asking for confirmation of revised HST certificate and attaching statement of adjustments; correspondence from P. Rosu-Myles advising that our revised HST certificate will be executed and delivered; correspondence P. Rosu-Myles to ask on status of closing documents; correspondence from M. Carli asking for an extension of closing to March 18, 2025;

Date	Description
03/17/2025	Exchange correspondence re outstanding closing issues; review and advise re assignment of Revitalization Grant Agreement and exchange correspondence with municipality; telephone calls re realty tax payment issue and related matters; review summary of payouts and related documents;
03/17/2025	Correspondence to and from N. Goldstein regarding notification to the City of Niagara Falls with respect to the revitalization grant agreement and correspondence to D. Foley in connection with same; correspondence from P. Rosu-Myles attaching revised HST certificate with HST number, revised multi-party DRA and asking for further re-direction of funds;
03/18/2025	Receipt and review of e-mail correspondence from Court of Appeal regarding dismissal for delay; E-mail correspondence to M Poliak and L Christodoulou regarding same.
03/18/2025	Telephone calls and correspondence re beneficial ownership issues and outstanding closing matters; exchange correspondence re Consideration and Acknowledgement Agreement and revisions to other closing documents re balance due on closing; receive executed closing documents from purchaser's solicitor;
03/18/2025	Correspondence and telephone call with M. Willis-O'Connor regarding further direction re funds; to correspondence to P. Rosu-Myles advising that a further direction re funds will not be provided and attaching the executed multi-party DRA; correspondence from P. Rosu-Myles attaching multi-party DRA, purchaser's closing documents and to review of same; telephone call with M. Willis-O'Connor, M. Poliak and lender's solicitor regarding balance due, consideration and acknowledgment agreement and beneficial title matters; correspondence from M. Carli requesting an extension to closing to March 19, 2025;
03/19/2025	Telephone call and correspondence from purchaser's solicitor; address beneficial ownership issue and next steps; review and revise outstanding closing documents; coordinate flow of funds and receipt of balance due on closing; complete closing and advise;
03/19/2025	Email correspondence and calls regarding closing;
03/19/2025	Correspondence to N. Goldstein advising of the set off the amount owing to it on its prior loan with its new loan to the borrower rather than advancing cash and asking for wire from deposit held by the receiver to pay the outstanding realty taxes and interest; to correspondence from M. Concordia advising of wire with respect to credit for the realty tax adjustment; to receipt of the draft consideration and acknowledgment agreement and revising same; correspondence to N. Goldstein attaching the consideration agreement, revised direction re funds; receiver's certificate and advising same will be sent via DocuSign for execution and to receipt of same and forwarding to M. Concordia; preparation of the flow of funds and forwarding to N. Goldstein; correspondence to and from P. Rosu-Myles to confirm closing date to be inserted into the closing documents; to correspondence to and from M. Concordia and to receipt of the executed consideration acknowledgment agreement; correspondence to M. Concordia attaching the executed receiver's certificate; correspondence from P. Rosu-Myles attaching execution search and receipted application for vesting order and advising of completion of transaction;
03/20/2025	Advise and coordinate post-closing matters;
03/21/2025	Preparation of correspondence to the City of Niagara Falls to pay outstanding realty taxes and arranging for delivery thereof;

Client: KSV RESTRUCTURING INC.
Matter: LA PUE INTERNATIONAL INC.

Invoice Date: March 31, 2025
Invoice Number: 401317
Matter Number: 0086046

Date	Description
03/24/2025	Arrange for wire of credit for realty taxes to KSV;
03/25/2025	Telephone call with M. Poliak, N. Goldstein and with K. Plunkett; telephone call with S. Atkinson; telephone conference call with MZ team; KSV and their lawyers with respect to liens;
03/25/2025	Review and revise closing book and respond to realtor inquiry;
03/31/2025	Receive and review correspondence from purchaser's solicitor re surety's claim; review Deposit Trust Agreement, Terms and Conditions of Surety Facility and Agreement of Purchase and Sale; prepare for and attend meetings to discuss issues and next steps;
03/31/2025	Review correspondence from Miller Thomson regarding Sovereign Premiums; calls with M. Willis-O'Connor and H. Chaiton regarding same;
	To all matters of a general nature not more particularly referred to herein;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Cheryl Wilson	275.00	15.70	4,317.50
Harvey G. Chaiton	950.00	0.80	760.00
Laura Culleton	425.00	0.10	42.50
Mark Willis-o'connor	625.00	29.40	18,375.00
Maya Poliak	700.00	3.38	2,366.00
Total		**49.38**	**$25,861.00**
HST at 13.00%			$3,361.93

DISBURSEMENTS:

Subject To HST

Description	Amount
Courier and Taxi Charges Taxable - S92	34.08
Teraview Charges Taxable - S86	55.65
Total	**$89.73**

Non-Taxable

Description	Amount
Bank Service Charges Non-taxable - SBC	50.00
Teraview Charges Non-taxable - S87	36.70
Total	**$86.70**

TOTAL DISBURSEMENTS **$176.43**

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: KSV RESTRUCTURING INC.	Invoice Date:	March 31, 2025
Matter: LA PUE INTERNATIONAL INC.	Invoice Number:	401317
	Matter Number:	0086046

HST at 13.00%	$11.66
GRAND TOTAL	**$29,411.02**

CHAITONS LLP



per: _____
Harvey Chaiton

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Chaitons LLP

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, M5J2W4

Invoice Date:	June 30, 2025
Invoice Number:	406268
Our File:	007310-0086046

Re: LA PUE INTERNATIONAL INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including June 30, 2025

PROFESSIONAL FEES		
SUBJECT TO HST	11,657.50	
SUB-TOTAL		$11,657.50
Net Total		$11,657.50
HST at 13.00%		$1,515.48
GRAND TOTAL		**$13,172.98**

Amount payable on the current invoice	$13,172.98
Plus outstanding invoices on this matter	$125,086.36
Amount Due	**$138,259.34**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: KSV RESTRUCTURING INC.
Matter: LA PUE INTERNATIONAL INC.

Invoice Date: June 30, 2025
Invoice Number: 406268
Matter Number: 0086046

PROFESSIONAL FEES

Date	Initials	Description
04/01/2025	MP	Call and email correspondence regarding 6092 Allendale;
04/02/2025	MWO	Receive and review correspondence re cash collateral and related matters; review Asset Purchase Agreement; attend telephone call and prepare and deliver response;
04/03/2025	MWO	Prepare for and attend multiple meetings re surety issues and related matters; review Agreement of Purchase and Sale and exchange correspondence;
04/03/2025	LAI	Correspondence to K. Plunkett, M. Tallat, M. Spence, A. Ho and N. Goldstein circulating link to APSs;
04/04/2025	MWO	Follow up re response to purchaser's solicitor re surety claim; exchange correspondence;
04/07/2025	MWO	Receive and coordinate response to realty tax issue;
04/07/2025	CW	Correspondence to A. Virani attaching receipt from the City of Niagara Falls regarding receipt of payment of taxes and penalties;
04/09/2025	CW	Correspondence to P. Rose-Mmyles attaching receipt from the City of Niagara Falls regarding receipt of payment of taxes and penalties;
04/12/2025	HGC	Review draft Aide Memoire of Receiver; various emails and telephone call with M. Poliak re revisions to draft Aide Memoire;
04/15/2025	MWO	Receive and review correspondence from City of Niagara Falls planner re draft Assignment and Assumption Agreement for the Revitalization Grant Agreement; begin review of draft Assignment;
04/15/2025	CW	Correspondence from D. Foley at the City of Niagara Falls attaching a draft assignment and assumption agreement of the revitalization grant agreement; correspondence to and from M. Willis-O'Connor regarding same;
04/16/2025	MWO	Complete review of draft Assignment and Assumption Agreement for the Revitalization Grant Agreement; insert revisions and deliver clean and blacklined copies to client with comments; confirm instructions and coordinate delivery to purchaser's solicitor; exchange correspondence with litigation counsel re response on Sovereign surety issue;
04/16/2025	CW	Correspondence to P. Rosu-Myles forwarding the draft assignment and assumption agreement of the revitalization grant agreement;
04/22/2025	CW	Correspondence to and from P. Rosu-Myles on the Assignment and Assumption Agreement of the Revitalization Grant Agreement; correspondence from M. Willis-O'Connor on revision to the Assignment and Assumption;
04/22/2025	MWO	Receive inquiry from broker; confirm instructions with client and deliver response; receive and review response from purchaser's solicitor re Assignment of Revitalization Grant Agreement; coordinate final revisions to Assignment and delivery to client and City of Niagara Falls;
04/23/2025	CW	Correspondence to and from N. Goldstein and correspondence to and from P. Rosu-Myles regarding the Assignment and Assumption Agreement of the Revitalization Grant Agreement; correspondence to D. Foley attaching the clean and black line copy of the Assignment and Assumption Agreement of the Revitalization Grant Agreement for review;
05/05/2025	CW	Forwarding the assignment and assumption of the revitalization grant agreement to N. Goldstein for execution via DocuSign and to receipt of same; correspondence to M.

Date	Initials	Description
		Concordia to request the execution of the assignment and assumption of the revitalization grant agreement;
05/05/2025	MWO	Exchange correspondence and coordinate next steps with City of Niagara Falls planner re Assignment and Assumption Agreement;
05/07/2025	CW	Correspondence from M. Concordia attaching executed assignment and assumption of revitalization agreement and forwarding same to D. Foley;
05/09/2025	CW	Correspondence to and from M. Concordia and D. Foley on status of the fully executed assignment and assumption of revitalization agreement;
05/12/2025	MWO	Receive and review correspondence from purchaser's solicitor re disclosure documents and advise; exchange correspondence re finalization and execution of Revitalization Grant Agreement;
05/12/2025	CW	Correspondence to and from D. Foley to follow up on the executed of the assignment and assumption of revitalization agreement; correspondence to and from M. Tallat to ask for copies of the condominium documents;
05/26/2025	MWO	Receive and review correspondence from City of Niagara Falls; advise re finalizing fully executed Revitalization Grant Agreement;
05/26/2025	CW	Correspondence to and from M. Concordia to follow up on status of the executed assignment and assumption of revitalization agreement; to correspondence to D. Foley to follow up on status of the executed assignment and assumption of revitalization agreement;
05/27/2025	CW	To correspondence from D. Foley attaching the assignment and assumption of revitalization agreement and asking for its re-execution by the purchaser and forwarding same to M. Concordia to arrange for same;
05/28/2025	MWO	Receive and review correspondence and copy of HCRA vendor and builder licence; prepare revisions to draft Assignment and Assumption of Agreements of Purchase and Sale and coordinate delivery to client;
05/28/2025	CW	Correspondence to and from A. Ho regarding HCRA license; correspondence to and from M. Tallat to follow up on the condominium documents; correspondence to N. Goldstein attaching the assignment and assumption of the agreement of purchase and sale;
05/30/2025	RAM	E-mail from and to M. Willis O'Connor re assumed purchase agreements;
05/30/2025	MWO	Receive and respond to inquiries from client and independent counsel re HCRA licence and assignment of Agreements of Purchase and Sale; prepare revisions to draft Assignment and Assumption Agreement;
05/30/2025	MP	Calls and email correspondence regarding assignment of purchasers' agreements;
05/30/2025	CW	Correspondence to N. Goldstein to follow up on the assignment and assumption of the agreement of purchase and sale;
06/02/2025	MWO	Revise draft Assignment and Assumption of Agreements of Purchase and Sale; deliver clean and blacklined copies to client and exchange correspondence;
06/04/2025	CW	Correspondence to and from M. Concordia regarding executed assignment and assumption of revitalization agreement and receipt of same and forwarding to D. Foley;
06/04/2025	MWO	Exchange correspondence with City of Niagara Falls planner; receive and review correspondence from purchaser's solicitor re condominium documents and Tarion qualification for enrolment;

Client: KSV RESTRUCTURING INC.
Matter: LA PUE INTERNATIONAL INC.

Invoice Date: June 30, 2025
Invoice Number: 406268
Matter Number: 0086046

Date	Initials	Description
06/05/2025	CW	Correspondence from D. Foley attaching the fully executed assignment and assumption of revitalization agreement and forwarding to N. Goldstein and M. Concordia;
06/05/2025	MWO	Prepare and deliver respond to purchaser's solicitor's inquiries re condominium disclosure statement package and related matters; exchange correspondence with client and revise draft Assignment Agreement; confirm instructions and deliver clean and blacklined copies to purchaser's solicitor and report to client;
06/06/2025	MP	Email correspondence with various parties regarding assignment of agreements; call with M. Willis-O'Connor regarding same; review correspondence with Reefer and Apu;
06/06/2025	MWO	Receive and respond to inquiries from purchaser's solicitor; receive and respond to inquiries from receiver's independent counsel and discuss meeting and next steps re assignment and assumption matters;
06/09/2025	MWO	Exchange correspondence with client and with purchaser's solicitor re assignment and assumption issues;
06/10/2025	MWO	Prepare for and attend meeting with client and independent counsel; confirm next steps re assignment and assumption issues; exchange correspondence re purchaser's solicitor and escrow agent;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Cheryl Wilson	275.00	3.50	962.50
Harvey G. Chaiton	950.00	0.40	380.00
Luca Imbrogno	325.00	0.20	65.00
Mark Willis-o'connor	625.00	14.00	8,750.00
Maya Poliak	700.00	1.90	1,330.00
Robert Miller	850.00	0.20	170.00
Total		**20.20**	**$11,657.50**
HST at 13.00%			$1,515.48

GRAND TOTAL **$13,172.98**

CHAITONS LLP

per: _____
Maya Poliak

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Chaitons LLP

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, M5J2W4

Invoice Date:	August 31, 2025
Invoice Number:	407621
Our File:	007310-0086046

Re: LA PUE INTERNATIONAL INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2025

PROFESSIONAL FEES		
SUBJECT TO HST	350.00	
SUB-TOTAL		$350.00
Net Total		$350.00
HST at 13.00%		$45.50
GRAND TOTAL		**$395.50**

Amount payable on the current invoice	$395.50
Plus outstanding invoices on this matter	$0.00
Amount Due	**$395.50**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: KSV RESTRUCTURING INC.
Matter: LA PUE INTERNATIONAL INC.

Invoice Date: August 31, 2025
Invoice Number: 407621
Matter Number: 0086046

PROFESSIONAL FEES

Date	Initials	Description
08/07/2025	MP	Email correspondence regarding Allendale properties;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Maya Poliak	700.00	0.50	350.00
Total		**0.50**	**$350.00**
HST at 13.00%			$45.50

GRAND TOTAL **$395.50**

CHAITONS LLP

per: _____

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Chaitons LLP

KSV RESTRUCTURING INC.
220 BAY STREET, SUITE 1300, BOX 20
TORONTO, M5J2W4

Invoice Date:	March 31, 2026
Invoice Number:	413383
Our File:	007310-0086046

Re: LA PUE INTERNATIONAL INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2026

PROFESSIONAL FEES		
SUBJECT TO HST	2,213.00	
SUB-TOTAL		$2,213.00
Net Total		$2,213.00
HST at 13.00%		$287.69
GRAND TOTAL		**$2,500.69**

Amount payable on the current invoice	$2,500.69
Plus outstanding invoices on this matter	$395.50
Amount Due	**$2,896.19**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: KSV RESTRUCTURING INC.
Matter: LA PUE INTERNATIONAL INC.

Invoice Date: March 31, 2026
Invoice Number: 413383
Matter Number: 0086046

PROFESSIONAL FEES

Date	Initials	Description
03/09/2026	MP	Email correspondence regarding Sovereign; call with M. Willis-O'Connor regarding same;
03/09/2026	MWO	Receive and review correspondence re payment of surety bond premiums and telephone call re same;
03/11/2026	MWO	Receive and review correspondence and respond to inquiries re surety bond issues;
03/13/2026	MP	Email correspondence regarding missing documents; instructions internally to review same;
03/13/2026	MWO	Receive and review correspondence and advise re Agreements of Purchase and Sale inquiries;
03/14/2026	LAI	Review documents scanned from Sullivan Mahoney to cross-reference and confirm that missing documentation is same as was shared by Aird & Berlis;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Luca Imbrogno	415.00	1.00	415.00
Mark Willis-o'connor	695.00	1.10	764.50
Maya Poliak	795.00	1.30	1,033.50
Total		**3.40**	**$2,213.00**
HST at 13.00%			$287.69

GRAND TOTAL **$2,500.69**

CHAITONS LLP

per: _____
Maya Poliak

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF MALEEHA ANWAR SWORN BEFORE ME THIS 16TH DAY OF JULY, 2026



A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey Chaiton	1982	14.80	$895.00	$13,246.00
Harvey Chaiton	1982	2.9	$950.00	$2,755.00
Robert Miller	1984	1.90	$800.00	$1,520.00
Robert Miller	1984	0.20	$850.00	$170.00
Maya Poliak	2007	11.80	$630.00	$7,434.00
Maya Poliak	2007	86.20	$675.00	$58,185.00
Maya Poliak	2007	17.08	$700.00	$11,956.00
Maya Poliak	2007	1.30	$795.00	$1,033.50
Alex Krancevic	2017	0.20	$435.00	$87.00
Laura Culleton	2021	5.10	$325.00	$1,657.50
Laura Culleton	2021	1.2	$375.00	$450.00
Laura Culleton	2021	0.10	$425.00	$42.50
Mark Willis-O'Connor	2013	77.10	$590.00	$45,489.00
Mark Willis-O'Connor	2013	52.30	$625.00	$32,687.50
Mark Willis-O'Connor	2013	1.10	$695.00	$764.50
Liam Scanlon	2022	2.70	$325.00	$877.50
Liam Scanlon	2022	0.90	$375.00	$337.50
David Im	Articling Student	0.60	$250.00	$150.00
David Im	2024	1.20	$350.00	$420.00

Luca Imbrogno	Articling Student	6.10	$250.00	$1,525.00
Luca Imbrogno	2024	0.20	$325.00	$65.00
Luca Imbrogno	2024	1.00	$415.00	$415.00
Camelia Singh	Law Clerk	0.20	$275.00	$55.00
Cheryl Wilson	Law Clerk	19.20	$275.00	$5,280.00
Total Hours and Amounts Billed		**305.38**		**$186,602.50**
Average Hourly Rate			**$611.05**	
Total Disbursements				**$2,028.88**
Total Taxes (HST)				**$24,368.46**
TOTAL				**$212,999.84**

MARSHALLZEHR GROUP INC. -and- LA PUE INTERNATIONAL INC.

Applicant Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT OF MALEEHA ANWAR

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

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
E-mail: maya@chaitons.com

Lawyers for KSV Restructuring Inc., in its capacity as Court-Appointed Receiver