

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**98 JAMES SOUTH (2022) INC. and 98 JAMES SOUTH (2022) LIMITED
PARTNERSHIP**

Respondents

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

AFFIDAVIT OF LAURA CULLETON
(sworn August 13, 2024)

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

1. I am a lawyer at Chaitons LLP, counsel for the Applicant, MarshallZehr Group Inc. (the “**Lender**”). The facts below are within my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to me by others. When matters are based upon information and advice received from others, I have identified the source of the information and advice and believe it to be true.

2. This affidavit is sworn to provide an update to the Court since the affidavit of Cecil Hayes was sworn on February 28, 2024 in support of the Applicant's application for the appointment of a receiver.

ADJOURNMENTS OF RECEIVERSHIP HEARING

3. The Applicant's receivership application was originally returnable on April 15, 2024. No responding materials were filed by the Respondents.

4. A few hours prior to the hearing of the receivership application, the Respondents proposed and the Applicant accepted forbearance terms pursuant to which the Applicant agreed to adjourn the hearing of the Receivership Application. The hearing of the Receivership Application was adjourned for two days to April 17, 2024 to allow the parties to paper the forbearance agreement.

5. The Applicant and the Respondents entered into a Settlement Agreement dated April 15, 2024 (the "**Settlement Agreement**"). Pursuant to the Settlement Agreement, the Respondents were to, inter alia, provide the Applicant with an executed Letter of Intent from Terracap Investments Inc. ("**Terracap**"), pursuant to which Terracap would agree to: (i) either purchase 85% of the subject property municipally known as 98 James St. S., Hamilton, Ontario (the "**Transaction**") or waive or complete a due diligence condition by no later than May 30, 2024 (the "**Due Diligence Deadline**"); and (ii) close the Transaction by June 14, 2024. The balance of the Respondents' indebtedness to the Applicant was to be paid on the closing of the Transaction by no later than June 14, 2024 (the "**Forbearance Termination Date**").

6. Failure to comply with any of the aforementioned requirements constitutes an "Event of Default" under the Settlement Agreement. Upon an Event of Default under the Settlement Agreement, the Respondents agreed to consent to the appointment of a Receiver on any basis

whatsoever. The Respondents also agreed not to take any step or action that would in any way delay or interfere with the appointment of the Receiver. A copy of the Settlement Agreement dated April 15, 2024 is attached as **Exhibit “A”** to this affidavit.

7. On April 17, 2024, counsel for the Applicant attended before the Court to advise that the Settlement Agreement had been executed. The Receivership Application hearing was adjourned to June 17, 2024. A copy of the Endorsement of Justice Kimmel dated April 17, 2024 is attached as **Exhibit “B”** to this affidavit.

8. On June 11, 2024, the parties entered into an Amending Agreement pursuant to which the Applicant agreed to extend the Due Diligence Deadline to June 14, 2024 and the Forbearance Termination Date to June 30, 2024. A copy of the Amending Agreement dated June 11, 2024 is attached as **Exhibit “C”** to this affidavit.

9. On June 17, 2024, the Applicant reappeared before Justice Kimmel, apprised Her Honour of the extensions granted and requested a further adjournment. The matter was adjourned to July 9, 2024. A copy of the Endorsement of Justice Kimmel dated June 17, 2024 is attached as **Exhibit “D”** to this affidavit.

10. Terracap did not waive its due diligence condition by June 14, 2024 as required under the Settlement Agreement. The Respondents requested an extension of the Forbearance Termination Date to August 6, 2024 and the Due Diligence Deadline to August 21, 2024, which the Applicant agreed to provide.

11. On July 9, 2024, the Applicant appeared before Justice Steele and requested a further adjournment to permit the parties to further extend the Settlement Agreement. The matter was

adjourned to August 14, 2024. A copy of the Endorsement of Justice Steele dated July 9, 2024 is attached as **Exhibit “E”** to this affidavit.

12. Terracap did not waive its due diligence condition by the Due Diligence Deadline. I am advised by the Applicant, that it is not prepared to grant any further extensions under the Settlement Agreement.

13. Pursuant to the terms of the Settlement Agreement, the Applicant seeks an immediate appointment of the Receiver. There have been no substantive changes to the draft Receivership Order being sought from the version uploaded to caselines in advance of the original April 15, 2024 return date.

14. I swear this affidavit in support of the Applicant’s receivership application and for no other or improper purpose.

SWORN BEFORE ME over videoconference on this 13 day of August, 2024. The affiant was located in the City of Toronto in the Province of Ontario and the commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



Antoinette DePinto

Commissioner for Taking Affidavits

(or as may be)

LAURA CULLETON

**Antoinette DePinto, a Commissioner, etc.,
Province of Ontario, for Chaltens LLP,
Barristers and Solicitors.
Expires November 23, 2026.**

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 13TH
DAY OF AUGUST, 2024**

Andriette DePinto

A Commissioner etc.

SETTLEMENT AGREEMENT

THIS AGREEMENT made the 15th day of April, 2024,

B E T W E E N:

MARSHALLZEHR GROUP INC.
(the “**Lender**”)

– and –

98 JAMES SOUTH (2022) INC.
(the “**98 James**”)

– and –

98 JAMES SOUTH (2022) LIMITED PARTNERSHIP
 (“**98 James LP**”, and together with “**98 James**”, the “**Debtors**”)

– and –

HUNTER MILBORNE and MARCUS GILLAM
(collectively, the “**Guarantors**”)

RECITALS:

Pursuant to a commitment letter dated August 19, 2022 (the “**Commitment Letter**”), the Lender agreed to make a loan in the maximum amount of \$12.0 million to the Debtors (the “**Loan**”).

- A. The Debtors and the Guarantors have executed and delivered to the Lender the agreements described in **Schedule “A”** attached hereto as security for the Loan and other obligations and liabilities owed by the Debtors and the Guarantors to the Lender (collectively, the “**Security**”).
- B. The Debtors defaulted on their obligations to the Lender under the Commitment Letter as a result of their failure to make the interest payments when due commencing on November 1, 2023.
- C. By letter dated December 4, 2023, the Lender notified the Debtors that an Event of Default had occurred entitling the Lender to declare all Obligations under the Commitment Letter to be immediately due and payable, demanded repayment of the Loan in full and issued Notices of Intention to Enforce Security (“**NITES**”) pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

- D. On March 21, 2024, the Lender commenced an application bearing Court File No. CV-24-00717051-00CL (the “**Receivership Application**”) for the appointment of KSV Restructuring Inc. as receiver of the property, assets and undertakings of the Debtors (the “**Receiver**”).
- E. The Lender and the Debtors agreed to settle the Receivership Application in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties agree as follows:

- 1. The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.
- 2. The Debtors acknowledge that as of April 16, 2024, the amount owing to the Lender under the Commitment Letter and secured by the Security is the sum of \$12,979,106.77 for principal and interest and excluding fees and legal costs. The amount of \$12,979,106.77, together with all additional accrued interest, fees, costs, and other amounts payable under the Commitment Letter and the Security, is referred to herein as the “**Indebtedness**”. The Debtors confirm that the Indebtedness is unconditionally owing to Lender, they do not dispute that they are liable to pay the Indebtedness to the Lender on any ground whatsoever, they have no claim, demand, setoff, or counterclaim against the Lender on any basis whatsoever, and there is no matter, fact or thing which may be asserted by it in extinction or diminution of the Indebtedness or result in any bar to or delay in the recovery thereof. If there are any claims for setoff, counterclaim, or damages, they are hereby expressly released and discharged.
- 3. The Debtors and the Guarantors acknowledge and agree that the security held by the Lender for payment of the Indebtedness and performance of the Debtors’ obligations to the Lender has not been released, waived, or varied, and is valid, binding, and enforceable against them in accordance with their written terms.
- 4. The Parties agree that the Receivership Application will be adjourned *sine die* in accordance with the terms of this Agreement and that the Debtors and the Guarantors shall:
 - (a) pay to the Lender a forbearance fee in the amount of \$25,000 by no later than 5:00 p.m. on April 18, 2024;
 - (b) pay to the Lender \$150,000 by no later than 5:00 p.m. on May 3, 2024;
 - (c) by no later than 5:00 p.m. on April 15, 2024, provide the Lender with an executed Letter of Intent from Terracap Investments Inc. (“**Terracap**”) pursuant to which Terracap will agree to: (i) purchase 85% interest of the property municipally known as 98 James Street South, City of Hamilton, Ontario (the “**Transaction**”); (ii) waive or complete the due diligence condition by no later than May 30, 2024; and (iii) close the Transaction by June 14, 2024;

- (d) the Debtors will provide to the Lender by 5:00 pm on April 19, 2024 due diligence information with respect to Terracap, including, but not limited to, evidence of Terracap's financial wherewithal to complete the Transaction, project experience, security to be provided to support their covenant, their anti-money laundering requirements, and any other information that the Lender may, in its sole discretion, reasonably require to be provided on two business days notice;
 - (e) the Lenders shall issue an irrevocable letter of direction to William Neal, the Debtors' architect, by no later than 5:00 p.m. on April 16, 2024 directing him to provide to the Lender all information requested by the Lender, in its sole discretion, with respect to the Debtors' property and the development of same; and
 - (f) the balance of the Indebtedness, plus all reasonable legal fees and disbursements calculated at the Lenders' lawyers normal hourly rates shall be repaid in full to the Lender by 5:00 p.m. on June 14, 2024 (the "**Payout Date**").
5. Failure to comply with any of the requirements listed in paragraph 4 hereto shall constitute an "**Event of Default**" under this Agreement.
 6. Upon the occurrence of an Event of Default, the Debtors hereby irrevocably consent to the issuance of the receivership order substantially in the form attached to the Lender's Application Record. The Debtors agree not to contest the appointment of the Receiver on any basis whatsoever. The Debtors shall take no step or action that may in any way delay or interfere with the appointment of the Receiver upon the occurrence of an Event of Default.
 7. Until the Loan is repaid in full in accordance with the terms hereof, monthly interest shall continue to accrue under the Loan, as and when due, and shall be payable on the Payout Date.
 8. This Agreement and all other documents to be executed and delivered pursuant to this Agreement constitute the entire agreement between the parties hereto as to the matters dealt with herein or therein and supersede all prior negotiations, understandings and agreements. Any amendment to this Agreement or waiver of any provision of this Agreement must be in writing and signed by the parties hereto.
 9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
 10. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.
 11. This Agreement may be signed in counterparts and exchanged via facsimile transmission or e-mail and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

MARSHALLZEHR GROUP INC.

DocuSigned by:
Murray Snedden
Per: _____
5D7B047774B943F...

Name:
Title:
I have authority to bind the corporation.

98 JAMES SOUTH (2022) INC.

DocuSigned by:
Michael Budovitch
Per: _____
711B091F03444F6...

Name: Michael Budovitch
Title: A.S.O.
I have authority to bind the corporation.

98 JAMES SOUTH (2022) LIMITED PARTNERSHIP

DocuSigned by:
Michael Budovitch
Per: _____
711B091F03444F6...

Name: Michael Budovitch
Title: A.S.O.
I have authority to bind the partnership.

WITNESS

DocuSigned by:
Stanley Grossman
Name: _____
8E99ED21A165428

DocuSigned by:
Hunter Milborne
Name: _____
430E0700B5DF4A7
HUNTER MILBORNE

WITNESS

DocuSigned by:
Stanley Grossman
Name: _____
8E99ED21A165428

DocuSigned by:
Marcus Gillam
Name: _____
43244D4CCFA64E0...
MARCUS GILLAM

SCHEDULE "A"

SECURITY

1. Charge/Mortgage in the principal amount of \$13.2 million registered on September 9, 2022 as instrument number WE1632777 (the "**Mortgage**");
2. Notice of Assignment of Rents – General registered on September 9, 2022 as instrument number WE1632777;
3. General Assignment of Rents Agreement dated September 9, 2022;
4. Subordination and Standstill Agreement between MarshallZehr Group Inc., 98 James South (2022) Inc. and Hue Developments & Investments Canada Inc. dated September 9, 2022;
5. General Security Agreement dated September 9, 2022 executed by 98 James South (2022) Inc.;
6. General Security Agreement dated September 9, 2022 executed by 98 James South (2022) Limited Partnership;
7. Unlimited Joint and Several Guarantee dated September 9, 2022;
8. Assignment of Insurance dated September 9, 2022;
9. Assignment of Material Contracts dated September 9, 2022;
10. Assignment of Sales Agreements dated September 9, 2022;
11. Assignment and Pledge of Securities September 9, 2022;
12. Assignment re City of Hamilton Cash Security dated September 9, 2022;
13. Assignment re Tarion Cash Security dated September 9, 2022;
14. Authorization re Tax Authorities dated September 9, 2022
15. Postponement of Shareholder Loans dated September 9, 2022;
16. Joint and Several Deficiency and Completion Agreement dated September 9, 2022;
17. Environmental Warranty and Indemnity dated September 9, 2022;
18. Non-Merger Acknowledgement dated September 9, 2022; and
19. Authorization to Complete dated September 9, 2022.

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 13TH
DAY OF AUGUST, 2024**



A Commissioner etc.



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-24-00717051-00CL

DATE: 17 April 2024

NO. ON LIST: 9

TITLE OF PROCEEDING: **MARSHALLZEHR GROUP INC. v. 98 JAMES SOUTH (2022) INC et al.**

BEFORE JUSTICE: **KIMMEL**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Maya Poliak	Counsel for MarshallZehr Group Inc	maya@chaitons.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jordan Wong	KSV Advisory – Proposed Receiver	jwong@ksvadvisory.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. Further to their attendance on April 15, 2024, counsel for the applicant advised that the parties have reached an agreement that provides for a period of forbearance by the applicant and milestones for the respondents to meet.

2. Accordingly, the applicant requested that this matter be adjourned to a 9:30 appointment after the expiry of the forbearance period which is on June 14, 2024.
3. This matter is adjourned to a 15-minute 9:30 appointment on June 17, 2024. If the matter is proceeding on a consent basis, either for the withdrawal of the application or the appointment of a receiver, the required material to support any such requested order shall be served, filed and uploaded onto CaseLines for this appearance. If it is proceeding on any other basis, the June 17, 2024 appointment shall be used to schedule a further attendance.
4. Counsel for the applicant shall provide a copy of this endorsement to the respondents (or their counsel).

A handwritten signature in cursive script that reads "Kimmel J." with a period at the end.

KIMMEL J.

**THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 13TH
DAY OF AUGUST, 2024**



A Commissioner etc.

AMENDING AGREEMENT

THIS AGREEMENT made the 11th day of June, 2024,

B E T W E E N:

MARSHALLZEHR GROUP INC.
(the “**Lender**”)

– and –

98 JAMES SOUTH (2022) INC.
(the “**98 James**”)

– and –

98 JAMES SOUTH (2022) LIMITED PARTNERSHIP
 (“**98 James LP**”, and together with “**98 James**”, the “**Debtors**”)

– and –

HUNTER MILBORNE and MARCUS GILLAM
(collectively, the “**Guarantors**”)

RECITALS:

Pursuant to a commitment letter dated August 19, 2022 (the “**Commitment Letter**”), the Lender agreed to make a loan in the maximum amount of \$12.0 million to the Debtors (the “**Loan**”).

- A. The Debtors and the Guarantors have executed and delivered to the Lender the agreements described in **Schedule “A”** attached hereto as security for the Loan and other obligations and liabilities owed by the Debtors and the Guarantors to the Lender (collectively, the “**Security**”).
- B. The Debtors defaulted on their obligations to the Lender under the Commitment Letter as a result of their failure to make the interest payments when due commencing on November 1, 2023.
- C. By letters dated December 4, 2023, the Lender notified the Debtors that an Event of Default had occurred entitling the Lender to declare all Obligations under the Commitment Letter to be immediately due and payable, demanded repayment of the Loan in full and issued Notices of Intention to Enforce Security (“**NITES**”) pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).
- D. On March 21, 2024, the Lender commenced an application bearing Court File No. CV-24-00717051-00CL (the “**Receivership Application**”) for the appointment of KSV

Restructuring Inc. as receiver of the property, assets and undertakings of the Debtors (the “**Receiver**”).

- E. The Lender, the Debtors and the Guarantors (collectively, the “**Parties**”) agreed to settle the Receivership Application in accordance with the terms a Settlement Agreement dated April 15, 2024 (the “**Settlement Agreement**”).
- F. The Debtors have requested and the Lender has agreed to amend the Settlement Agreement in accordance with the terms of this Extension Agreement,

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties agree as follows:

- 1. The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.
- 2. The Parties agree that Section 4(c) of the Settlement Agreement is hereby deleted and replaced with the following:
 - (c) “provide the Lender with an executed Letter of Intent from Terracap Investments Inc. (“**Terracap**”) pursuant to which Terracap will agree to: (i) purchase 85% interest of the property municipally known as 98 James Street South, City of Hamilton, Ontario (the “**Transaction**”); (ii) waive or complete the due diligence condition by no later than June 14, 2024; and (iii) close the Transaction by June 30, 2024;
- 3. The Parties agree that Section 4(f) of the Settlement Agreement is hereby deleted and replaced with the following:
 - (f) the balance of the Indebtedness, plus all reasonable legal fees and disbursements calculated at the Lenders’ lawyers normal hourly rates shall be repaid in full to the Lender by 5:00 p.m. on June 30, 2024 (the “**Payout Date**”).
- 4. The Parties acknowledge and agree that except as expressly provided herein, all other terms and conditions contained in the Settlement Agreement remain in full force and effect.
- 5. The Settlement Agreement, this Amendment and all other documents to be executed and delivered pursuant to this Agreement constitute the entire agreement between the parties hereto as to the matters dealt with herein or therein and supersede all prior negotiations, understandings and agreements. Any amendment to this Agreement or waiver of any provision of this Agreement must be in writing and signed by the parties hereto.
- 6. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 7. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.
- 8. This Agreement may be signed in counterparts and exchanged via facsimile transmission or e-mail and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

MARSHALLZEHR GROUP INC.

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

98 JAMES SOUTH (2022) INC.

DocuSigned by:
Michael Budovitch
 Per: _____
711B091F93444F6...
 Name: Michael Budovitch
 Title: A.S.O.
 I have authority to bind the corporation.

98 JAMES SOUTH (2022) LIMITED PARTNERSHIP

DocuSigned by:
Michael Budovitch
 Per: _____
711B091F93444F6...
 Name: Michael Budovitch
 Title: A.S.O.
 I have authority to bind the partnership.

WITNESS

DocuSigned by:
Stanley Grossman

BEA9ED21A165426...
 Name:

DocuSigned by:

Hunter Milborne

436E6706B5DF4A7...
HUNTER MILBORNE

WITNESS

DocuSigned by:
Stanley Grossman

BEA9ED21A165426...
 Name:

DocuSigned by:

Marcus Gillam

43244D4CCFA64E0...
MARCUS GILLAM

SCHEDULE "A"

SECURITY

1. Charge/Mortgage in the principal amount of \$13.2 million registered on September 9, 2022 as instrument number WE1632777 (the "**Mortgage**");
2. Notice of Assignment of Rents – General registered on September 9, 2022 as instrument number WE1632777;
3. General Assignment of Rents Agreement dated September 9, 2022;
4. Subordination and Standstill Agreement between MarshallZehr Group Inc., 98 James South (2022) Inc. and Hue Developments & Investments Canada Inc. dated September 9, 2022;
5. General Security Agreement dated September 9, 2022 executed by 98 James South (2022) Inc.;
6. General Security Agreement dated September 9, 2022 executed by 98 James South (2022) Limited Partnership;
7. Unlimited Joint and Several Guarantee dated September 9, 2022;
8. Assignment of Insurance dated September 9, 2022;
9. Assignment of Material Contracts dated September 9, 2022;
10. Assignment of Sales Agreements dated September 9, 2022;
11. Assignment and Pledge of Securities September 9, 2022;
12. Assignment re City of Hamilton Cash Security dated September 9, 2022;
13. Assignment re Tarion Cash Security dated September 9, 2022;
14. Authorization re Tax Authorities dated September 9, 2022
15. Postponement of Shareholder Loans dated September 9, 2022;
16. Joint and Several Deficiency and Completion Agreement dated September 9, 2022;
17. Environmental Warranty and Indemnity dated September 9, 2022;
18. Non-Merger Acknowledgement dated September 9, 2022; and
19. Authorization to Complete dated September 9, 2022.

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 13TH
DAY OF AUGUST, 2024**

A handwritten signature in blue ink that reads "Antonette DeRiso". The signature is written in a cursive style with a large initial 'A'.

A Commissioner etc.



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00717051-00CL

DATE: June 17, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: MARSHALLZEHR GROUP INC. v. 98 JAMES SOUTH (2022) INC. et al

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Laura Culleton	Lawyer for the applicant, MarshallZehr Group Inc.	laurac@chaitons.com

ENDORSEMENT OF JUSTICE KIMMEL:

- [1] To allow some additional time for the respondents to meet the agreed upon forbearance milestones, this matter is adjourned on consent to July 9, 2024 at 9:30. The parties have agreed to extend the forbearance period accordingly.
- [2] As indicated in my endorsement of April 17, 2024 when this matter was last adjourned, if the matter is proceeding on a consent basis, either for the withdrawal of the application or the appointment of a receiver, the required material to support any such requested order shall be served, filed and uploaded onto CaseLines for this appearance. If it is proceeding on any other basis, the July 9, 2024 appointment shall be used to schedule a further attendance.

- [3] Counsel for the applicant shall provide a copy of this endorsement to the respondents (or their counsel) and to the service list.

A handwritten signature in cursive script that reads "Kimmel J.".

KIMMEL J.

**THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF LAURA CULLETON
SWORN BEFORE ME THIS 13TH
DAY OF AUGUST, 2024**

Antonette DePisto

A Commissioner etc.



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00717051-00CL

DATE: July 9, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: MARSHALLZEHR GROUP INC. v. 98 JAMES SOUTH (2022) INC. et al

BEFORE: JUSTICE STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Laura Culleton	Counsel for MarshallZehr Group	laurac@chaitons.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE STEELE:

- [1] The parties have agreed to adjourn the case conference to **August 14, 2024, at 9:30 am (15 minutes)**. They are working together to try to reach terms to further extend the Settlement Agreement they reached in April. If they are unable to reach agreement, the applicant may seek to return prior to August 14, 2024.

MARSHALLZEHR GROUP INC.
Applicant

-and-

98 JAMES SOUTH (2022) INC. et. al
Respondents

Court File No. CV-24-00717051-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF LAURA CULLETON
(sworn August 13, 2024)

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

Laura Culleton (LSO No. 82428R)
Tel: (416) 218-1128
Email: laurac@chaitons.com

Lawyers for the Applicant