



**Tenth Report of
KSV Restructuring Inc.
as CCAA Monitor of Balboa Inc.,
DSPLN Inc., Happy Gilmore Inc.,
Interlude Inc., Multiville Inc.,
The Pink Flamingo Inc.,
Hometown Housing Inc.,
The Mulligan Inc.,
Horses In The Back Inc.,
Neat Nests Inc. and
Joint Captain Real Estate Inc.**

November 29, 2024

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COURT FILE NO.: CV-24-00713245-00CL

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC.**

**TENTH REPORT OF KSV RESTRUCTURING INC. AS
MONITOR**

NOVEMBER 29, 2024

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on January 23, 2024 (the "Initial Order"), Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "Applicants" and each an "Applicant") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and KSV Restructuring Inc. was appointed monitor of the Applicants (in such capacity, the "Monitor").
2. The Applicants together with certain non-Applicant related entities, including SIDRWC Inc. o/a SID Developments ("SID Developments"), SID Management Inc. ("SID Management") and 2707793 Ontario Inc. o/a SID Renos ("SID Renos" and together with SID Developments and SID Management, the "SID Companies"), are part of a group of companies (collectively, the "Company") involved in the acquisition, renovation and leasing of distressed residential real estate in undervalued markets throughout Ontario (the "Business").
3. In the Applicants' materials filed in support of the Initial Order, they provided that the principal purpose for commencing these CCAA proceedings was to create a stabilized environment to enable the Applicants to preserve and maximize value for their stakeholders and provide the stability and liquidity necessary to complete value accretive renovations to their portfolio of residential homes (the "Portfolio"), including by securing debtor-in-possession ("DIP") financing, in order to pursue a comprehensive refinancing or restructuring transaction and implement a consensual plan of compromise or arrangement while continuing operations in the ordinary course of business.

4. Pursuant to the Initial Order, the Court, among other things:
 - a) granted a stay of proceedings until February 2, 2024 (the “Stay Period”) in respect of the Applicants, the Monitor, the Business and the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Applicants’ Property”) and three of the Applicants’ directors and officers, being Aruba Butt, Dylan Suitor and Ryan Molony (the “Additional Stay Parties”);
 - b) appointed Chaitons LLP (“Chaitons”) as representative counsel (the “Secured Lender Representative Counsel”) to all of the Applicants’ secured creditors (the “Secured Lenders”) and unsecured promissory noteholders (the “Unsecured Lenders”) and approved a mechanism by which a committee of up to six parties would be formed to instruct Secured Lender Representative Counsel (the “Secured Lender Representatives”); and
 - c) granted a charge (the “Administration Charge”) in the amount of \$750,000 on the Applicants’ Property to secure the fees and disbursements of the Monitor and its legal counsel, Cassels Brock & Blackwell LLP (“Cassels”), the Applicants’ legal counsel, Bennett Jones LLP (“Bennett Jones”), and Secured Lender Representative Counsel.
5. On January 31, 2024, the Court granted an amended Initial Order which, among other things:
 - a) extended the Stay Period to February 16, 2024;
 - b) approved the Applicants’ ability to borrow under a DIP credit facility (the “Existing DIP Facility”) pursuant to a DIP Agreement dated January 26, 2024 (the “Existing DIP Agreement”) between the Applicants and Harbour Mortgage Corp. (the “Existing DIP Lender”) and granted a charge in favour of the Existing DIP Lender in the maximum amount of \$4 million (plus interest, fees and expenses) to secure the Applicants’ obligations under the Existing DIP Agreement and Existing DIP Facility (the “DIP Lender’s Charge”);
 - c) increased the maximum amount of the Administration Charge from \$750,000 to \$1 million; and
 - d) authorized the Applicants to pay certain amounts owing to suppliers for goods and services supplied to the Applicants prior to the date of the Initial Order, subject to the consent of the Monitor.
6. Pursuant to an Amended and Restated Initial Order granted on February 15, 2024 (the “ARIO”), the Court, among other things:
 - a) extended the Stay Period to March 28, 2024;
 - b) increased the maximum amount of the Administration Charge to \$1.5 million;

- c) increased the maximum amount of the Existing DIP Facility and the DIP Lender's Charge to \$12 million (plus interest, fees and costs);
 - d) amended the scope of Secured Lender Representative Counsel's mandate by removing the Unsecured Lenders such that the group of creditors represented by Secured Lender Representative Counsel includes only the Secured Lenders; and
 - e) directed and empowered the Monitor to (i) conduct an investigation into the use of funds borrowed by the Applicants, prefiling transactions conducted by the Applicants and/or their principals (the "Principals") and affiliates, and such other matters as may be requested by the Secured Lender Representatives and agreed by the Monitor, in each case, to the extent such investigation relates to the Applicants' Property, the Business or such other matters as may be relevant to the proceedings herein as determined by the Monitor (the "Investigation"), and (ii) report to the Secured Lender Representatives and the Court on the findings of such Investigation as the Monitor deems necessary and appropriate.
7. Pursuant to a Second Amended and Restated Initial Order granted on March 28, 2024 (the "Second ARIO"), a copy of which is attached as Appendix "A", the Court, among other things:
- a) extended the Stay Period to April 30, 2024; and
 - b) appointed Goldman Sloan Nash & Haber LLP ("GSNH") as representative counsel (the "Unsecured Lender Representative Counsel") to the Applicants' Unsecured Lenders other than (i) The Lion's Share Group Inc.¹ ("Lion's Share") and (ii) any other unsecured lenders directly or indirectly controlled by, or under common control or otherwise affiliated with, Lion's Share or its principal, Claire Drage.
8. On April 12, 2024, the Court granted an order (the "SISP Approval Order"), which, among other things:
- a) extended the Stay Period to June 24, 2024;
 - b) approved a sale and investment solicitation process ("SISP"); and
 - c) approved the Applicants' engagement of Howards Capital Corp. ("HCC") and CBRE Limited ("CBRE" and jointly with HCC, the "SISP Advisors").

¹ On March 16, 2024, Lion's Share filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*. The Fuller Landau Group Inc. ("Fuller Landau") was appointed as proposal trustee. On April 3, 2024, Lion's Share was placed into receivership and bankruptcy proceedings. Fuller Landau is the receiver and licensed insolvency trustee administering Lion's Share's receivership and bankruptcy proceedings (in such capacities, the "Lion's Share Representative").

9. On June 25, 2024, the Court granted two orders (the “Expanded Powers Order” and the “Ancillary Order”), which, among other things:
- a) expanded the Monitor’s powers over the Applicants, including removing the Principals’ decision-making authority over the Applicants, as more fully discussed in Section 1.1 below;
 - b) provided a process for the Monitor to transition the Applicants’ property and other management service providers from the SID Companies as determined necessary by the Monitor;
 - c) extended the Stay Period to July 31, 2024;
 - d) extended the stay of proceedings in respect of the Additional Stay Parties pursuant to paragraph 14 of the Second ARIO during the Transition Period (as defined in the Expanded Powers Order) to be automatically terminated upon the issuance of the Monitor’s Transition Period Termination Certificate (as defined in the Expanded Powers Order);
 - e) provided that, until the issuance of the Monitor’s Transition Period Termination Certificate, no proceeding shall be commenced against or in respect of any of the SID Companies, or their respective employees, advisors or representatives, or affecting their respective business or property, except with the prior written consent of the Monitor and the SID Companies, or with leave of this Court;
 - f) provided that none of the Applicants, the SID Companies and/or their respective principals and affiliates shall be required to take any further steps in connection with, or respond to any requests made pursuant to, paragraph 41(k) of the ARIO, but without derogating from any other obligations of any Person under the Second ARIO; and
 - g) provided that, during the Transition Period, each of the Additional Stay Parties shall provide the Monitor with notice of the earlier of (i) seven (7) business days prior to any closing date and (ii) the listing date, for the sale of any real property owned, directly or indirectly, by the applicable Additional Stay Party, subject to certain express exceptions.

Copies of the Expanded Powers Order and the Ancillary Order are attached as Appendix “B”.

10. On July 31, 2024, the Court granted an order, which, among other things:
- a) extended the Stay Period to August 31, 2024; and
 - b) approved a form of Property Management Agreement (the “PMA”) with Richmond Advisory Services Inc. (“Richmond”), pursuant to which the property management services for the Portfolio would be transitioned from the SID Companies to Richmond. The PMA was finalized on August 8, 2024 and the transition process is in process, as discussed in Section 12.1 below.

11. On August 30, 2024, the Court granted an order, which, among other things:
 - a) extended the Stay Period to October 31, 2024;
 - b) approved a form of restructuring term sheet (the “Restructuring Term Sheet”) and authorized the Monitor to carry out its obligations under the Restructuring Term Sheet, including, without limitation, facilitating the negotiation and settlement of the transactions contemplated therein and finalizing all documentation reasonably necessary to carry out such transactions, provided that nothing in such order approved any specific transaction or agreement contemplated by the Restructuring Term Sheet, all of which remained subject to further approval by the Court;
 - c) increased the maximum amount of the Existing DIP Facility and the DIP Lender’s Charge to \$15 million (plus interest, fees and costs); and
 - d) approved the fees and disbursements of the Monitor and its counsel through July 31, 2024.

A copy of the August 30, 2024 Order is attached as Appendix “C”.

12. Pursuant to an order dated October 7, 2024 (the “Suitor Interim Receivership Order”), TDB Restructuring Limited was appointed as interim receiver over Mr. Suitor’s property, assets and undertaking. The Suitor Interim Receivership Order was sought by the Lion’s Share Representative in a separate proceeding in connection with its pending bankruptcy application against Mr. Suitor, which is scheduled to be heard on February 25, 2025.
13. On October 30, 2024, the Court granted an order which extended the Stay Period to November 30, 2024.
14. On November 26, 2024, the Court granted an order which extended the Stay Period to December 31, 2024. A copy of the November 26, 2024 Order and Justice Osborne’s endorsement is attached as Appendix “D”.

1.1 Investigation

1. On June 11, 2024, the Monitor served on the Service List a redacted version of its Fourth Report to Court (the “Fourth Report”), which summarized the results of the Investigation.
2. The Investigation identified, among other things:
 - a) questionable transfers from the Applicants to the Principals, affiliated entities and third parties without any apparent benefit to the Business;
 - b) questionable dividend payments or repayment of amounts identified as shareholder loans;

- c) a pervasive lack of proper record keeping, particularly for a business with assets and liabilities with a book value in the hundreds of millions of dollars; and
 - d) a myriad of other deficient business practices.
3. On June 14, 2024, Secured Lender Representative Counsel brought a motion, supported by the Monitor, the Unsecured Lender Representative Counsel and the Lion's Share Representative, seeking the Expanded Powers Order in order to expand the Monitor's powers in respect of the Applicants and removing the Principals' decision-making authority. The Applicants initially objected to the motion, but subsequently consented to the Expanded Powers Order and the Ancillary Order.

1.2 Purposes of this Report

1. The purposes of this report ("Report") are to:
 - a) provide an update on the status of these CCAA proceedings, particularly as it relates to the 323 credit bids submitted by mortgagees which are the subject of this motion for the Credit Bid Vesting Order (as defined below) and thereafter an orderly liquidation of the 84 properties that will remain in the Portfolio (the "Remaining Portfolio")²;
 - b) set out the reasons the Monitor believes the Credit Bid Vesting Order is reasonable and appropriate in the circumstances, including the proposed assignment of the tenant leases for the properties subject to the Credit Bid Vesting Order to the respective purchasers of those properties;
 - c) summarize the flow of funds that will result from the closing of the 323 credit bid transactions, including the Monitor's methodology to allocate the \$15 million drawn on the Existing DIP Facility (plus interest, fees and costs payable thereunder) across the Portfolio (the "DIP Allocation");
 - d) summarize the terms and conditions of a DIP term sheet for up to \$4.85 million dated November 26, 2024 (the "Viscount DIP Term Sheet") submitted by Viscount Capital Inc. ("Viscount") (the "Viscount DIP Facility"), which is proposed to be used to: (i) fully repay the portion of the Existing DIP Facility that is not repaid from cash proceeds of the credit bid transactions in accordance with the DIP Allocation; and (ii) finance the Remaining Portfolio and its liquidation, and provide the Monitor's reasons for recommending the Viscount DIP Facility be approved by the Court;

² The Remaining Portfolio would also potentially include Properties that are subject to credit bids but which do not close for some unexpected reason. In addition, as discussed further below, subject to approval of the Court, the Viscount DIP Term Sheet also requires that the Monitor accept additional credit bids, if any, from Viscount and/or Lion's Share if submitted, which would further reduce the Remaining Portfolio.

- e) provide the Monitor's reasons for its proposed discharge of GSNH as Unsecured Lender Representative Counsel and removal of the Unsecured Lender Representative Counsel as a party covered by the Administration Charge subject to payment of any accrued fees incurred to the date of the proposed Order;
- f) recommend certain proposed amendments to the Court-ordered charges in these proceedings, being to: (a) reduce the Administration Charge from \$1.5 million to \$500,000, with \$250,000 ranking in priority to the DIP Lender's Charge and the balance subordinate thereto; and (b) decrease the DIP Lender's Charge from \$15 million to \$4.85 million (plus interest and costs) and providing that Viscount shall be the beneficiary of the DIP Lender's Charge, which amendments are to become effective on the completion of the transactions contemplated by the Credit Bid Vesting Order (and the receipt of all DIP Allocations) and the funding of the Viscount DIP Facility;
- g) summarize the Applicants' cash flow forecast (the "Cash Flow Forecast") for the period December 1, 2024 to February 28, 2025 (the "Forecast Period");
- h) report on the progress of transitioning property management functions from the SID Companies to Richmond and the Monitor's intention to file the Monitor's Transition Period Termination Certificate (as defined in the Expanded Powers Order) on or prior to December 15, 2024, which will terminate the stay of proceedings in favour of the Additional Stay Parties, the SID Companies and the SID Companies' employees, advisors and representatives;
- i) summarize the fees and disbursements of the Monitor and Cassels from August 1, 2024 to and including October 31, 2024;
- j) outline the next steps in these proceedings, particularly as it relates to the management and orderly liquidation process for the Remaining Portfolio; and
- k) recommend that the Court grant the following relief:
 - approving the Credit Bid APAs (as defined below) and authorizing the Monitor to execute each of the Credit Bid APAs on behalf of each applicable Applicant in its capacity as "super" monitor of the Applicants pursuant to the Expanded Powers Order;
 - granting the Credit Bid Vesting Order, including assigning tenant leases for the properties subject to the Credit Bid Vesting Order to the respective purchasers;
 - approving the DIP Allocation;
 - approving the Viscount DIP Term Sheet and authorizing the Monitor to execute the Viscount DIP Term Sheet on behalf of the Applicants in its capacity as "super" monitor of the Applicants pursuant to the Expanded Powers Order;

- authorizing the Monitor to hold all DIP Allocation amounts received, as well as the advances under the Viscount DIP Term Sheet, in trust until the Monitor receives sufficient funds necessary to repay the Existing DIP Facility in full;
- authorizing and directing the Monitor, on behalf of the Applicants in its capacity as “super” monitor of the Applicants pursuant to the Expanded Powers Order, to repay the Existing DIP Facility from: (i) cash on hand in the Applicants’ bank accounts and/or the Monitor’s trust account in respect of the Applicants; (ii) the DIP Allocations paid on closing of each Credit Bid APA; and (iii) the proceeds of the Viscount DIP Term Sheet;
- discharging GSNH as the Unsecured Lender Representative Counsel;
- approving the proposed amendments to the Court-ordered charges in these proceedings, as noted above;
- assigning all tenant leases applicable to the Remaining Portfolio from the SID Companies to the applicable Applicant;
- extending the Stay Period to February 28, 2025;
- approving the fees and disbursements of the Monitor and Cassels for the period August 1 to October 31, 2024; and
- approving this Report, the Monitor’s Seventh Report to Court dated August 23, 2024 (the “Seventh Report”), the Monitor’s Eighth Report to Court dated October 23, 2024 (the “Eighth Report”), the Monitor’s Ninth Report to Court dated November 21, 2024 (the “Ninth Report”) and the Monitor’s activities summarized therein.

1.3 Restrictions

1. In preparing this Report, the Monitor has relied upon the unaudited financial information of the Applicants, the Applicants’ books and records and discussions with representatives of the Applicants.
2. KSV has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, KSV expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.4 Currency

1. Unless otherwise noted, all currency references in this Report are in Canadian dollars.

2.0 Background

1. The Applicants are Canadian privately-held corporations that are the principal owners of the Company's rental units and the residential properties on which they are situated.
2. The Applicants have disclosed ownership in 407 residential properties (collectively, the "Properties") comprising 631 rental units, of which 446 are tenanted, as well as a non-operating golf course. The Properties are located in tertiary markets in Ontario, including Timmins, Sault Ste. Marie, Sudbury, Kirkland Lake, Capreol, Temiskaming Shores and Val Caron. A summary³ of the Properties disclosed by the Applicants is provided below.

Location	Number of Occupied Units	Number of Unoccupied Units	Total
Timmins	219	71	290
Sault Ste. Marie	131	69	200
Sudbury	59	19	78
Other	37	26	63
Total	446	185	631

3. The Applicants' principal stakeholders are their first and second mortgagees, which are owed approximately \$81.5 million and \$8.6 million, respectively, plus interest and costs which continue to accrue. The Applicants previously advised the Monitor that they believe the amount owing to the Unsecured Lenders is significantly less than the amount initially provided by Ms. Drage, being approximately \$54.2 million. The Applicants' creditor listings reflect obligations owing to Lion's Share totalling approximately \$39.2 million.
4. Court materials filed in these proceedings, including the Affidavits of Robert Clark and the Monitor's reports, set out detailed information with respect to the Applicants' Business, property and creditor composition. All Court materials are available on the Monitor's website at the following link: <https://www.ksvadvisory.com/experience/case/sid> (the "Case Website").

3.0 SISP

1. The SISP was approved pursuant to the SISP Approval Order, a copy of which is attached at Appendix "E". With the assistance of the SISP Advisors, the Monitor carried out the SISP in accordance with the SISP Approval Order.

³ These figures have not been updated since the Ninth Report; however, the Monitor does not anticipate that they have changed materially (or at all) since then.

2. As set out in the Monitor's previous reports to Court, other than credit bids for individual properties, the SISP generated 12 letters of intent ("LOIs") that contemplated third-party sales or refinancing transactions. In accordance with the SISP, copies of the LOIs were provided to the applicable "Reviewing Parties" under the SISP. After extensive consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative and its counsel, the Monitor determined not to pursue any of the LOIs submitted in the SISP.
3. Throughout the SISP, the Principals conveyed to stakeholders an estimated Portfolio value of approximately \$140 million. This estimated value was based on a Comparative Market Analysis (the "CMA") obtained by the Applicants in May 2024 from a representative of Keller Williams Edge Realty, with whom Mr. Suitor is affiliated. Upon review of the CMA, the Monitor identified significant overstatements and errors in the CMA's underlying assumptions and comparable properties used for this analysis. Both SISP Advisors did not find the CMA credible and refused to include the CMA in their data rooms. Accordingly, the Monitor deemed the CMA unreliable. In the Monitor's view, the Principals' continuous references to the CMA has contributed to an expectation gap and misperceptions among stakeholders about anticipated recoveries in these proceedings.
4. A summary of the offers received under the SISP was filed with the Court as a confidential appendix to the Monitor's Fifth Report to Court dated June 17, 2024 and sealed, until further order of the Court, pursuant to an order of the Court granted on June 24, 2024. Although the offer summary remains sealed, the Monitor notes that no offer provided sufficient proceeds to repay the Existing DIP Lender and Secured Lenders in full.
5. Following the conclusion of the SISP, the Monitor worked with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative and its counsel to negotiate the Restructuring Term Sheet. The principal purposes of the Restructuring Term Sheet were to: (a) provide for a process for mortgagees to submit credit bids; and (b) outline a framework for (i) a process to complete the sale and/or liquidation of the Portfolio and (ii) a distribution mechanism for Secured and Unsecured Lenders in accordance with their respective priorities and entitlements.
6. As noted above, the Restructuring Term Sheet was approved by the Court on August 30, 2024, provided that such Order did not constitute approval of any specific transaction or agreement contemplated by the Restructuring Term Sheet, all of which remained subject to further order of the Court.
7. A copy of the Restructuring Term Sheet is attached as Appendix "F" and the terms and conditions of the Restructuring Term Sheet were detailed in the Seventh Report, a copy of which (without appendices) is attached as Appendix "G".

4.0 Credit Bids

1. The Restructuring Term Sheet established deadlines of September 20, 2024 for first mortgagees, and September 30, 2024 for second mortgagees, to submit credit bids for their respective Properties. In total, the Monitor received 323 credit bids representing approximately 79% of the Properties. Each credit bid was accompanied by the required deposit (which funds are being held in the Monitor's trust account). All but two of the credit bids were made by first mortgagees and the remaining two were made by the second mortgagees on the applicable Properties.
2. In addition, as discussed further below, the terms of the Viscount DIP Term Sheet require that the Monitor accept (subject to Court approval) credit bids potentially submitted by Lion's Share and/or Viscount. This would increase the Properties subject to credit bids to as many as 338 Properties (representing approximately 83% of the total Properties) and, assuming such additional credit bids are submitted, approved by the Court and close as anticipated, there would then be 69 Properties in the Remaining Portfolio. The Monitor notes that, at this time, no such additional credit bids have been submitted by Lion's Share and/or Viscount.
3. A listing of the Properties that are subject to current credit bids is attached as Appendix "H".
4. On October 23, 2024, the Monitor issued a notice (the "October 23rd Notice") to all Secured Lenders and Unsecured Lenders advising of the Monitor's intention to seek Court approval of the credit bid transactions on November 26, 2024. A copy of the October 23rd Notice was posted on the Case Website on that date and is attached as Appendix "I".
5. As a result of certain delays in completing documentation relating to the proposed credit bids and to provide additional time to settle the terms and conditions of the Viscount DIP Facility, on November 20, 2024, the Monitor issued a notice (the "November 20th Notice") to all Secured Lenders and Unsecured Lenders advising, among other things, as follows: *"While the Monitor is continuing its efforts to finalize all aspects of the transactions that would be subject to court approval to complete the 323 credit bid transactions and replace the existing DIP facility, there are certain outstanding issues that remain to be resolved before court approval can be obtained."* A copy of the November 20th Notice was posted on the Case Website on that date and is attached as Appendix "J".

4.1 Credit Bid APAs⁴

1. The form of purchase agreement documenting the credit bid transactions (the "Credit Bid APA") was developed by the Secured Lender Representative Counsel, in consultation with the Monitor and its counsel, and was made available to the Secured Lenders by the Monitor in the days following Court approval of the Restructuring Term Sheet on August 30, 2024. The form of agreement included select fields for mortgagees to fill in, including property details and mortgage indebtedness amount which was to form part of the purchase price. No other changes were permitted.

⁴ Capitalized terms not otherwise defined in this section of the Report have the meanings provided to them in the Credit Bid APA.

2. The following constitutes a summary description of the form of Credit Bid APA only. Reference should be made directly to the Credit Bid APA and the Credit Bid Vesting Order for all terms and conditions. A copy of the form of Credit Bid APA is attached as Appendix “K”. A separate form of Credit Bid APA was also developed for second mortgagees. This form, which was almost identical to the Credit Bid APA used for first mortgagees, is attached as Appendix “L”.
3. The key terms and conditions of the Credit Bid APA are as follows:
 - **Vendor:** The applicable Applicant, to be executed by the Monitor in its capacity as “super” monitor in these proceedings pursuant to the Enhanced Powers Order, subject to Court approval.
 - **Purchasers:** The mortgagees (or their assignees) of the 323 Properties. Of the 323 credit bids, the Monitor understands that 186 have been assigned to and/or will ultimately be acquired by Big North Capital Limited Partnership (“BNC”). The Monitor understands that BNC is an entity formed by certain Secured Lenders to acquire and/or aggregate a number of the Properties through Secured Lender credit bids. Given that these are private transactions among the Secured Lenders, the Monitor was not involved in such transactions or the underlying arrangements. The Monitor also understands that BNC has made arrangements for financing in connection with the acquisition of those properties.
 - **Purchased Assets:** The Real Property, being the real property legally described in Schedule “A” to the Credit Bid APAs and as set out in the above-noted Appendix “H” to this Report.
 - **Purchase Price:** The Purchase Price is equal to the Mortgage Indebtedness Amount, which is an amount between (a) the Purchaser’s first-ranking mortgage principal amount, and (b) the full amount owed, inclusive of accrued interest, fees and costs, plus the Priority Payables. In the case of the two second mortgagees that submitted credit bids, the Purchase Price also requires repayment in full of the first mortgagee’s indebtedness on the applicable Property. In addition, as discussed further below in Section 4.5 of this Report, an additional Equity Amount will also be payable on closing by certain mortgagees.
 - **Priority Payables:** Includes all amounts owing (including all amounts accrued but not yet payable) by the Vendor as of the Closing Date which rank in priority to the Mortgage Indebtedness Amount, including but not limited to the amounts secured by, or to be secured by, the Administration Charge and the DIP Lender’s Charge, as may be allocated by the Monitor to the Real Property. The Monitor’s DIP Allocation is summarized below in Section 5 of this Report.
 - **Deposit:** The Credit Bid APA required a Deposit of \$10,000 per property. In the case of second mortgagees, the deposit was to also include 10% of the First Mortgage Amount. All credit bids submitted were accompanied by the required Deposit.
 - **Balance due on Closing:** The balance of the Purchase Price shall be payable in cash on the Closing Date.

- **Purchase Price Adjustments:** The Credit Bid APAs provide that there will be no adjustments to the Purchase Price at Closing, including in respect of any deposits, rental arrears under the Leases and/or unpaid property taxes that may be outstanding on the Closing Date.
 - **Leases:** Subject to Court approval, the Credit Bid APAs provide that the tenant leases in respect of the Real Property are to be assumed by the Purchaser on closing. Further discussion with respect to the assignment and assumption of the Leases is provided below in Section 4.2 of this Report.
 - **Permitted Encumbrances and Claims to be Expunged:** There is a schedule to the Credit Bid Vesting Order which sets out the permitted encumbrances and claims to be expunged. To the extent any claims are to be expunged, the Monitor's counsel is arranging for each such claimant to be served with notice of this motion on the basis proposed below in Section 4.4 of this Report.
 - **Taxes:** The Purchaser is liable for and shall pay all applicable land transfer tax, GST/HST and other similar taxes, duties or fees in respect of the registration of the transfer of the Real Property, and other like charges properly payable upon and in connection with the sale, assignment and transfer of the Real Property from the Vendor to the Purchaser. To the extent any GST/HST is determined to be payable on the purchase of the Real Property or any part thereof by a Governmental Authority, such GST/HST shall be the exclusive liability of the Purchaser.
 - **Representations and Warranties:** Consistent with the standard terms of an insolvency transaction, i.e. on an "*as is, where is*" and "*without recourse*" basis, with limited representations and warranties.
 - **Closing Date:** Means the date that is the later of: (i) the first Business Day following the date that is ten (10) days following the date on which the Credit Bid Vesting Order is issued by the Court; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Credit Bid Vesting Order have been finally determined; or, if the Parties agree, such other date as agreed in writing by the Parties. The Monitor notes that in order to discharge the Existing DIP Facility in full at closing (which is a requirement of the Existing DIP Lender), it will be necessary to coordinate simultaneous closing of all credit bid transactions, along with funding of the Viscount DIP Facility discussed below.
 - **Material Conditions:** The only remaining substantive condition is Court approval.
4. Since the deadlines for submitting credit bids, the Monitor has worked with the mortgagees who submitted credit bids to seek clarification or supporting documentation on their submission, including in respect of their Mortgage Indebtedness Amount, before accepting the Credit Bid APAs. The Monitor also cross-referenced the name of the mortgagee listed on the Credit Bid APA to the registered mortgagee of the applicable Property. Given the funding constraints, the Monitor did not obtain an independent legal opinion on the validity of the 323 mortgages subject to the Credit Bid APAs. As at the date of this Report, the Credit Bid APAs submitted are in the form required and are acceptable to the Monitor, with minor adjustments expected on a handful of Credit Bid APAs. In this regard, the Monitor is working with

a small number of mortgagees and their counsel, and expects any further amendments required to be completed in the near term. The Monitor does not expect any of these minor amendments to impact its acceptance of any of the Credit Bid APAs.

5. To help manage and reduce costs, the Monitor has retained a law firm specializing in residential real estate transactions (Kormans LLP) for the purpose of closing the credit bid transactions. Kormans LLP has agreed to close each transaction at a rate estimated to be \$1,750 per transaction, including disbursements.

4.2 Assignment and Assumption of Leases

1. As noted above, the Credit Bid APAs require that each Purchaser assume any tenant leases on closing. Based on the information available to the Monitor from the Applicants' records, of the 323 properties subject to the Credit Bid Vesting Order, 253 are tenanted (the "Leases").
2. The forms of Leases do not contain any restraint on the right of the landlord to assign the Lease. However, the Monitor believes it is important to provide both purchasers and tenants with certainty as to the state of the Leases, but that it will be impractical to obtain executed consents or acknowledgments from hundreds of tenants under the Leases and that doing so will create a risk to completing the simultaneous closing of all credit bid transactions on an expedited timeframe as contemplated by the Credit Bid APAs.
3. In addition, the Monitor recently identified that the Leases are between the applicable tenant and SID Management, rather than the Applicant entity owner of the applicable property. SID Management has advised the Monitor that the Leases are in the name of SID Management as agent for the applicable Applicant property owner and that SID Management agrees that the Leases should be assigned to the applicable Purchasers on closing of the credit bid transactions.
4. Accordingly, the proposed Order contemplates the assignment of the Leases from the SID Companies to the applicable Purchaser.
5. The Monitor believes it is appropriate, and in the best interests of the affected tenants, for the Leases to be assigned to the applicable Purchaser, and the Monitor is not aware of any reason why the applicable Purchasers would not be able to satisfy their obligations under the Leases once assigned and assumed. Given the nature of the Leases, the Monitor is also not aware of any potential monetary obligations in favour of the tenants that would be outstanding.
6. In addition, particularly given the pending completion of the transition of the property management function from the SID Companies to Richmond (as discussed further below in Section 12.1 of this Report), the Monitor believes that the Leases in respect of the Remaining Portfolio should also be assigned from SID Management to the applicable Applicant at this time to avoid the need to address this issue at a later stage in connection with the liquidation of those Properties. Accordingly, the Monitor is requesting an Order assigning those Leases as well.
7. Although this is a unique situation, the Monitor believes that the proposed assignment of the Leases is warranted under and satisfies Section 11.3(3) of the CCAA.

4.3 Proposed Form of Credit Bid Vesting Order

1. Given the impracticality of having 323 individual vesting orders for each Credit Bid APA, the Secured Lender Representative Counsel, in consultation with the Monitor and its counsel and counsel to BNC, developed the proposed Credit Bid Vesting Order as an omnibus order that covers all Credit Bid APAs.
2. The draft form of Credit Bid Vesting Order has been provided to the Land Registry Services Branch for review and input in an effort to avoid potential issues on closing. Any feedback received from the office of the Director of Land Titles will be incorporated into the form of Credit Bid Vesting Order to be sought at the motion returnable December 6, 2024.

4.4 Service of the Credit Bid Vesting Order Motion

1. Given the impracticality of the Monitor serving its Motion Record (which will be hundreds of pages) on the hundreds of Secured Lenders and Lease counter-parties that are likely to be affected by the Credit Bid Vesting Order being sought, the Monitor is intending to effect service of this motion as follows (in addition to service on the Service List, including the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative and its counsel):
 - a) the Monitor will post on the Case Website and send a short-form notice substantially in the form attached as Appendix "M" (the "Secured Creditor Notice") to each secured creditor or other party whose interest in the Properties is proposed to be discharged by the Credit Bid Vesting Order advising of the relief being sought and directing the party to the Case Website to review a copy of the Motion Record, which the Monitor intends to deliver by email and, where email address is not available, by courier to any known address of such lender; and
 - b) the Monitor will post on the Case Website and send a short-form notice substantially in the form attached as Appendix "N" (the "Tenant Notice") to each known tenant under a Lease proposed to be assigned pursuant to the Credit Bid Vesting Order advising of the proposed assignment and directing the tenant to the Case Website to review a copy of the Motion Record, which the Monitor intends to deliver by email and, where email address is not available, by courier.
2. The Monitor will also send a short-form notice substantially in the form attached as Appendix "O" to the known tenants under Leases for the Remaining Portfolio advising of the proposed assignment of their Lease to the applicable Applicant.
3. The Monitor believes that service in the manner outlined above is reasonable, appropriate and practical in the circumstances.

4.5 Equity Properties

1. The Restructuring Term Sheet included the concept of requiring mortgagees to pay an amount (the "Equity Amount") for certain Properties identified by the Monitor that potentially have value in excess of the mortgage debt (the "Equity Properties"). This was only applicable to the extent a mortgagee exercised its credit bid option on the Equity Properties.

2. The Monitor's methodology for identifying the Equity Properties was as follows:
 - Acquisition cost plus renovations
 - Less: principal mortgage debt
 - Less: interest at 10% for one year on the first mortgage
 - Less: interest at 14% for one year on the second mortgage (if any)
 - Less: DIP Allocation
3. Based on the above methodology, any property with an imputed Equity Amount in excess of \$30,000 was included as an Equity Property for the purposes of the Restructuring Term Sheet. A total of 16 Equity Properties were ultimately listed in Schedule "D" to the Court-approved Restructuring Term Sheet. While there was some degree of subjectivity in determining which properties to designate as Equity Properties in the Restructuring Term Sheet, the Monitor notes the following:
 - a) schedules supporting the calculation and overall methodology were shared and discussed with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative over the course of the negotiation of the Restructuring Term Sheet;
 - b) the interest assumptions were conservative given that most mortgagees have not been paid interest for well over one year; and
 - c) the list of Equity Properties formed one element of the overall negotiation of the Restructuring Term Sheet, which was a heavily negotiated document that was unopposed at its approval hearing on August 30, 2024.
4. In total, eight credit bids were submitted on the 16 Equity Properties. In order to calculate the final Equity Amount for closing purposes, the Monitor obtained appraisals for those eight Equity Properties, which the Monitor believes is a more reflective measure of current market value than the Applicants' acquisition cost of several years ago plus the cost of renovations apparently completed since the acquisition date of a particular Property.
5. The Monitor is in the process of reviewing with the eight mortgagees all components of their debt calculation, which was then subtracted from the appraised amount of their property to determine the Equity Amount (if any) payable on closing of their credit bid transaction. Any Equity Amount paid on closing of the applicable Credit Bid APA will be held by the Monitor pending further order of the Court.

4.6 Recommendation re Credit Bid Vesting Order

1. The Monitor recommends the Court approve the Credit Bid APAs and issue the proposed Credit Bid Vesting Order for the following reasons:
 - a) the SISP was developed by the Monitor in consultation with the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, each of whom supported or did not oppose its approval by the Court;

- b) the rights of the Secured Lenders to credit bid were specifically preserved under the SISP, and 452⁵ Secured Lenders submitted credit bid LOIs in the SISP;
- c) all of the acquisition or refinancing LOIs submitted under the SISP for all or a portion of the Portfolio would have resulted in a substantial shortfall to the Applicants' first ranking Secured Lenders, and each of Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative agreed that the Monitor should not pursue any such offers;
- d) the terms and conditions of the Restructuring Term Sheet, including the Secured Lender credit bid rights, were the result of substantial negotiations involving the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, with the assistance and support of the Monitor and its counsel, and each of them supported its approval by the Court. In addition, the Lion's Share Representative confirmed its support of the Restructuring Term Sheet at a townhall meeting on August 28, 2024 arranged for the Monitor to present the Restructuring Term Sheet to Unsecured Lenders;
- e) although it was, and remains, impractical to list all 323 Properties for sale individually, the Monitor believes the terms of the Restructuring Term Sheet providing the right for Secured Lenders to credit bid and the mechanism to determine any Equity Properties are fair and reasonable;
- f) the right to credit bid was afforded to all Secured Lenders and was exercised by Secured Lenders on 323 (or approximately 79%) of the Properties;
- g) the Credit Bid APAs require the Purchasers to pay the Priority Payables ranking senior to their mortgages and, in the case of the two credit bids submitted by second mortgagees, the Purchasers will also be repaying the first mortgages on the applicable Properties;
- h) the Secured Lenders have not been paid interest on their mortgage debt for 12 to 18 months (or longer) and have incurred further costs and taken steps (including funding their Deposits) to prepare to complete the transactions contemplated by the Credit Bid APAs, presumably including securing the necessary funds to pay the Priority Payables in connection with their transactions, should the Court approve them. Accordingly, any further delay would materially prejudice the Secured Lenders who elected to submit a Credit Bid APA in accordance with the Court-approved process;
- i) there is no funding available for the Monitor to pursue any alternative disposition process, nor does the Monitor believe there is any credible basis to justify any further disposition process for the credit bid Properties at this time;

⁵ This number (452) exceeds the number of properties (407) in the Portfolio as it includes duplicative credit bid election forms submitted by multiple mortgagees on the same properties given the existing first and second mortgages on a number of properties. The credit bid form used for SISP purposes was not in the form of an agreement nor did it require any deposit be funded at that time. The Credit Bid APAs submitted in accordance with the Restructuring Term Sheet superseded the initial credit bid LOIs submitted under the SISP.

- j) the Existing DIP Facility matured on October 31, 2024. The Existing DIP Lender agreed to provide an extension to accommodate the closing of the proposed transactions in order to repay the Existing DIP Facility in full. An extension fee of \$150,000 was payable as a result. The Existing DIP Lender is not willing to extend further credit or amend the terms of its mortgage discharge rights under the Existing DIP Facility to accommodate any other liquidation process and the Applicants are not in a position to fund further extension fees;
 - k) other than in the case of two Credit Bid APAs, where applicable, the second mortgagees on the credit bid Properties did not elect to submit a credit bid to top the first mortgagee's credit bid, which suggests, in part, that the second mortgagees did not believe there was value of the Properties beyond the debt owing to the first mortgagee plus the DIP Allocation for each such Property;
 - l) based on the foregoing, the Monitor believes that: (i) the consideration to be received under the Credit Bid APAs is fair and reasonable in the circumstances; and (ii) the proposed sales are more beneficial to creditors than a sale or disposition under a bankruptcy; and
 - m) the Monitor is not aware of any of the credit bid Purchasers being "related" to the Applicants.
2. In developing its recommendation, the Monitor also considered that the cost of these proceedings has been significant since they were commenced in January 2024. A Court-approved SISP and comprehensive Investigation have been carried out and the Monitor does not believe there are any other viable alternatives for the Monitor to pursue in the circumstances. The relief requested will allow: (a) the Secured Lenders who elected to exercise their Court-sanctioned credit bid right to acquire their Properties; and (b) for the Remaining Portfolio to be liquidated, as discussed further below.

5.0 DIP Allocation

1. Pursuant to the Restructuring Term Sheet, the approximately \$15 million owing under the Existing DIP Facility has been allocated by the Monitor on the following basis:
 - a) property specific costs, such as renovations and property taxes, to the applicable Property; and
 - b) general costs, such as professional fees associated with these CCAA proceedings, over the Portfolio in proportion to the acquisition cost of each Property.
2. A copy of the proposed DIP Allocation is attached as Appendix "P".
3. On or around August 20, 2024, the Monitor sent the then version of the DIP Allocation to all Secured Lenders. Since that date, the Monitor has fielded hundreds of requests for invoices and other supporting documentation. The Monitor has responded to each such request.

4. The estimated cost to complete these proceedings has since increased by approximately \$1 million, primarily due to post-filing obligations, including professional costs in respect of the 323 credit bid transactions and addressing matters and issues relating to the Remaining Portfolio. The Monitor informed the Secured Lender Representative Counsel of the DIP Allocation increase. The Monitor has also informed BNC of the increase, and BNC has indicated it has no issues funding its portion of the increase, being approximately \$500,000. The \$1 million was allocated on the same basis as the DIP Allocation and equates to an average of approximately \$2,500 per property.
5. The Monitor recommends the Court approve the DIP Allocation for the following reasons:
 - a) in the Monitor's view, the proposed allocation methodology follows a customary and equitable manner in which DIP funding is typically allocated in similar circumstances by allocating general costs across all properties and property specific costs to the applicable property;
 - b) using acquisition cost as the basis to allocate general costs across the entire Portfolio is reasonable in the circumstances and, in the Monitor's view, is more appropriate than allocating those costs based on mortgage debt as the Applicants did not incur or repay mortgage debt in any systematic manner;
 - c) the DIP Allocation was communicated to stakeholders in August, allowing mortgagees sufficient time to review their allocations before the credit bid submission deadlines of September 20 and 30, 2024 for first and second mortgagees, respectively. The number of credit bids submitted (with Deposits) demonstrates the mortgagees' choice to proceed, including funding their respective DIP Allocation amounts; and
 - d) as at the date of this Report, the Monitor is not aware of any outstanding information requests in respect of the DIP Allocation or any objections thereto.
6. Based on the foregoing, the Monitor considers the proposed DIP Allocation fair and reasonable in the circumstances.

6.0 Flow of Funds

1. Subject to Court approval, the \$15 million owing under the Existing DIP Facility is to be primarily repaid from the following sources:
 - a) approximately \$11 million from cash proceeds generated on the sale of the 323 properties subject to the Credit Bid APAs (i.e. the portion of the DIP Allocation for those properties); and
 - b) approximately \$4 million to be advanced by Viscount under the Viscount DIP Facility.

2. At the Monitor's request, the Viscount DIP Facility provides the ability to borrow up to an additional \$500,000 to mitigate the risk of defaulting credit bids holding up closing of all credit bids. This was negotiated with Viscount as there is no partial discharge provision available to the Applicants under the Existing DIP Facility. Accordingly, all Credit Bid APA closings and funding under the Viscount DIP Facility need to occur at the same time. The Monitor believes that \$500,000 is sufficient to cover off a reasonable level of risk of defaulting credit bids as each mortgagee that submitted a Credit Bid APA has funded a \$10,000 deposit, leaving only their respective balance of the DIP Allocation amount required to close the transaction (i.e. an average of under \$25,000 per property). Based on the average of the DIP Allocations across the credit bid Properties, the \$500,000 would provide coverage for a default on approximately 15% of the 137 non-BNC credit bids.
3. The cash on hand and the Viscount DIP Facility will be the source of funding for the outstanding amounts secured by the Administration Charge of approximately \$1 million.

7.0 Remaining Portfolio

1. In the event the Credit Bid APAs are approved by the Court and completed, the Remaining Portfolio will consist of 84 remaining Properties (subject to adjustment for Lion's Share/Viscount credit bids, if any, discussed below) with the following attributes according to the Applicants' books and records:

Description	(\$000s)
Aggregate Acquisition Price	19,365
Aggregate First Mortgage Debt (Principal only)	16,162

2. In addition, the DIP Allocation in respect of the Remaining Portfolio is approximately \$4 million and constitutes a priority charge on the Remaining Portfolio.
3. Accordingly, based on the amount of the mortgage debt (principal plus millions of dollars of interest charges which continue to accrue) and DIP Allocation, the Monitor believes it is highly unlikely that there will be any significant proceeds available for distribution to unsecured creditors from a liquidation of the Remaining Portfolio.
4. Based on the Monitor's cash flow projection for the Remaining Portfolio, it is projected to only generate nominal cash flow before considering debt service costs, capital expenditures and professional fees. Accordingly, the Remaining Portfolio is not projected to generate sufficient cash flow to:
 - a) service its mortgage debt (i.e. annual interest costs are estimated to be in the \$2 million range);
 - b) fund additional costs contemplated by the Restructuring Term Sheet, including the retention of a CEO to manage and liquidate the Remaining Portfolio (i.e. the engagement letter submitted to the Monitor by one potential CEO candidate contemplated significant fees); and
 - c) fund capital expenditures, including renovation costs (i.e. certain of the Properties in the Remaining Portfolio are in extremely poor condition, dilapidated and/or in a state of disrepair).

5. In the Seventh Report, the Monitor indicated that there were “*certain significant terms of the [Restructuring] Term Sheet, including in respect of the CEO’s engagement and the terms of exit financing, that . . . can only be finalized once the number of credit bids is known.*” Given the unexpectedly large number of Secured Lender credit bids received, with the result that the Remaining Portfolio (before adjustment for the Lion’s Share/Viscount credit bids, if any) is significantly smaller (representing only 84 Properties or approximately 21% of the Portfolio) and generates limited cash flow, a number of the concepts contemplated in the Restructuring Term Sheet are no longer viable, including:
 - a) terminating the CCAA proceedings at this time; and
 - b) retaining a CEO to oversee and manage the Remaining Portfolio and its liquidation under the oversight of a creditors committee.
6. As a result, the Monitor engaged in discussions with the Existing DIP Lender with respect to alternative options to finance the continuing CCAA proceedings and a liquidation of the Remaining Portfolio.
7. The Existing DIP Lender was not prepared to agree to keep the obligations owing under the Existing DIP Facility after completion of the Credit Bid APAs only secured on the Remaining Portfolio and was not prepared to extend the necessary further financing on terms that would be viable. This issue is addressed under the proposed Viscount DIP Facility (discussed further below in Section 8 of this Report).
8. As a result, at this time, the Monitor does not believe it is possible for the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion’s Share Representative to proceed with all of the proposed terms of the Restructuring Term Sheet in respect of the Remaining Portfolio.
9. Instead, if the orders being sought by the Monitor on this motion are granted by the Court, the Monitor intends to work with Viscount, the Secured Lender Representative Counsel and the Lion’s Share Representative to select a sales agent and formulate a liquidation and distribution mechanism and seek further Court approval in due course.
10. Notwithstanding the proposed continuation of these CCAA proceedings and the ongoing role of the Monitor, the Monitor intends to substantially reduce its activity levels (and the costs of these proceedings) once the transactions contemplated under the Credit Bid APAs are completed. The Monitor is considering the most efficient process by which the Remaining Portfolio can be liquidated in order to limit court appearances and costs.

8.0 Proposed Viscount DIP Facility

1. The key terms of the proposed Viscount DIP Facility are summarized below. A copy of the Viscount DIP Term Sheet is attached as Appendix “Q”.
 - a) Borrowers: The Applicants, by the Monitor in its capacity as “super” Monitor in these proceedings pursuant to the Enhanced Powers Order.

- b) DIP Lender: Viscount. The Monitor understands that Viscount's principal, Eric Rahn, is a direct or indirect creditor in these proceedings and in the Lion's Share's insolvency proceedings. Mr. Rahn was a member of the steering committee overseeing and directing the Court-appointed Representative Counsel to the Lion's Share Noteholders, and accordingly, is familiar with the Portfolio. The Monitor has been provided with preliminary documentation evidencing Viscount's financial wherewithal and ability to advance the funds contemplated under the Viscount DIP Facility.
- c) Loan Amount: Up to a maximum principal amount of \$4.85 million, which is broken down as follows:

Description	Purpose	Amount (\$000s)
DIP Allocation	To refinance the Existing DIP Facility in respect of the Remaining Portfolio.	3,750
Defaulting Credit Bids	To fund the DIP Allocation of any defaulting credit bid transactions. (The Monitor does not anticipate much (if any) of this tranche will be used; however, it is required as all credit bid transactions need to close at the same time).	500
Closing Cost Facility	To fund operations, including the costs of the CCAA proceedings, and debt service costs of the Viscount DIP Facility.	600
Total		4,850

- d) Advances: Viscount agreed to pre-fund to the Monitor the amount of \$1.75 million (the "Initial Pre-Funding Amount"), along with evidence of funding from a financial institution acceptable to the Monitor, by December 5, 2024. At the return of this motion on December 6, 2024, the Monitor will update the Court as to Viscount's compliance with this requirement, including funding the Initial Pre-Funding Amount to the Monitor's trust account.
- e) Term: 18 months.
- f) Interest rate: 11% per annum, payable monthly.
- g) Commitment Fee: A signing fee of \$10,000, plus 2% of the Advance plus an additional \$10,000. In total, the maximum commitment fee payable is \$117,000.
- h) DIP Lender's Expenses: The Applicants are to pay all reasonable costs and expenses incurred by Viscount in connection with the Viscount DIP Facility.
- i) Partial Discharge: Partial discharges will be given for individual property sales upon the payment of net sale proceeds not less than 125% of the Allocated DIP Amount for the property, of which 100% shall be applied against the Viscount DIP Facility and 25% shall be placed into escrow pending repayment of the Viscount DIP Facility.

- j) Conditions Precedent: Other than Court approval, the Viscount DIP Term Sheet contemplates a condition that the Post-Closing Cash Flow Projections shall be satisfactory to the DIP Lender, which condition was satisfied or waived in writing on November 26, 2024. The other substantive condition is that credit bids submitted (or to be submitted) by Lion's Share and/or Viscount in compliance with the Restructuring Term Sheet shall be accepted by the Monitor, subject only to Court approval. The Monitor understands that these credit bids would relate to 15 Properties on which Lion's Share is a mortgagee. Accordingly, if approved by the Court, such Properties would be removed from the Remaining Portfolio, reducing the Remaining Portfolio to 69 Properties (being approximately 17% of the total Portfolio). Given Viscount's committed funding in respect of the Residual Portfolio and subject to payment of the DIP Allocation attributed to these additional Properties upon closing of those credit bids (assuming approved by the Court), the Monitor believes the potential impact of these additional credit bids would not prejudice the Applicants' stakeholders.
- k) Events of Default: The Monitor believes the Events of Default included in the Viscount DIP Facility are consistent with market and reasonable in the circumstances, including that the Order approving the Viscount DIP Facility must be obtained by December 20, 2024.
- l) DIP Lender's Charge: The obligations of the Applicants under the Viscount DIP Facility are to be secured by the DIP Lender's Charge.
- m) Portfolio Liquidation: The Monitor will work and consult with the DIP Lender in connection with the development of a portfolio liquidation process for the marketing and sale of the Remaining Portfolio, including (a) choice of sales agent(s); (b) timing and listing amounts; (c) management of the Property by Richmond, and including, if possible, the exit from the CCAA proceedings and subsequent oversight of the liquidation by a board or committee; and (d) a further right of lenders to submit credit bids for the Property, all subject to approval by the Court but provided that such credit bid transactions comply with partial discharge provisions included in the Viscount DIP Term Sheet. The Viscount DIP Term Sheet provides that, in the event the portfolio liquidation process includes a proposed exit from the CCAA proceedings, no such proposal shall be presented unless the DIP Lender has at least one representative on the proposed board or committee.

At this time, the Monitor has had preliminary discussions with CBRE, which acted as a Sales Advisor in the SISF, to assist in the liquidation process of the Remaining Portfolio. CBRE has identified, and has relationships with, local agents in each of the applicable markets and has submitted a proposal to the Monitor that would see it coordinating the orderly liquidation process at no incremental cost to the Applicants (i.e. it would receive a portion of the sales commissions otherwise payable to the local agents). The Monitor intends to advance the formulation of the liquidation plan, in consultation with the DIP Lender, the Secured Lender Representative Counsel and the Lion's Share Representative in the coming weeks so that approval of a liquidation process can be sought as early as possible in the new year.

8.1 Recommendation

1. The Monitor considered the following factors when reviewing the reasonableness of the proposed Viscount DIP Facility, as well as the factors set out in Section 11.2 of the CCAA:
 - a) the Monitor believes the terms and conditions of the Viscount DIP Facility are commercially reasonable, particularly after considering the risk profile given the reduced size of the collateral pool relative to the Portfolio (i.e. 407 vs 84 Properties);
 - b) immediate funding is necessary to repay the Existing DIP Facility, finalize transactions under the Credit Bid APAs and support an orderly liquidation of the Remaining Portfolio. Without access to the Viscount DIP Facility, none of those critical steps can be achieved, which has the potential of resulting in an enforcement and/or forced liquidation process of the entire Portfolio, which would impair recoveries for all stakeholders;
 - c) the Monitor believes that approval of the Viscount DIP Facility is in the best interests of the Applicants' stakeholders;
 - d) the Monitor compared the terms of the Viscount DIP Facility to other DIP facilities recently approved by Canadian courts in CCAA proceedings. The comparison is attached as Appendix "R". Based on the Monitor's review and analysis, the cost of the proposed Viscount DIP Facility is consistent with market for similar facilities of this size approved by the Court and other Canadian courts in CCAA and other restructuring proceedings;
 - e) the Monitor obtained two other proposals to provide DIP financing, including from the Existing DIP Lender, both of which contained financial and non-financial terms that were inferior to the Viscount DIP Term Sheet. In particular:
 - i. the other proposals were substantially more costly than the Viscount DIP Term Sheet;
 - ii. unlike the Viscount DIP Term Sheet, the other proposals did not allow for the possibility of partial discharges as individual Properties in the Remaining Portfolio are sold, thereby eliminating (or significantly restricting) the ability for mortgagees to have a secondary credit bid option as was contemplated in the Restructuring Term Sheet; and
 - iii. the other proposals did not provide for the possibility of the Remaining Portfolio to be addressed outside of the CCAA proceedings, or a further right of lenders to submit credit bids for the Property, which are contemplated as possibilities under the Viscount DIP Term Sheet.
 - f) the Monitor also approached other possible DIP lenders who advised that they were not interested in financing the Remaining Portfolio.

9.0 Discharge of the Unsecured Lender Representative Counsel

1. As noted above, the Monitor does not believe that there is any reasonable prospect of material recovery, if any, for the Unsecured Lenders.
2. Accordingly, particularly given the limited cash flow and funding available and the critical need to reduce the costs of these proceedings, the Monitor believes it is no longer appropriate for the Applicants to fund the fees incurred by the Unsecured Lender Representative Counsel.
3. The Monitor is therefore requesting an order discharging GSNH as the Unsecured Lender Representative Counsel, which is supported by the Secured Lender Representative Counsel. On November 11, 2024, the Monitor advised GSNH of the relief being sought and GSNH has not indicated any objection to this order as at the date of this Report.

10.0 Amendment to Court-Ordered Charges

1. Subject to Court approval, the Monitor is seeking to have the:
 - a) Administration Charge reduced from \$1.5 million to \$500,000, of which \$250,000 is to rank in priority to and subordinate to the DIP Lender's Charge, respectively, to become effective upon the filing of the Monitor's Certificate confirming that the Monitor is in receipt of sufficient funds (from the DIP Allocations, the Viscount DIP Facility and cash on hand) to repay the Existing DIP Facility in full (the "Monitor's Funding Certificate");
 - b) DIP Lender's Charge reduced from \$15 million (plus interest and costs) to \$4.85 million (plus interest, fees and costs), being the amount of the Viscount DIP Facility, and providing that Viscount shall be the beneficiary of the DIP Lender's Charge, all to become effective upon the filing of the Monitor's Funding Certificate; and
 - c) Unsecured Lender Representative Counsel removed from the professionals covered under the Administration Charge, subject to paying any fees owing to the Unsecured Lender Representative Counsel through the date of the proposed Order.
2. As at the date of this Report, there are outstanding professional fees of approximately \$1 million secured by the Administration Charge. Those fees are projected to be paid from the cash on deposit in the Monitor's account and/or the Viscount DIP Facility. Once those are paid and the transactions contemplated by the Credit Bid APAs are closed, the Monitor anticipates the costs of these proceedings will be reduced significantly such that the proposed decrease in the quantum of the Administration Charge is reasonable in the circumstances.
3. For the reasons noted above, in respect of the fees of Unsecured Lender Representative Counsel, it does not appear to the Monitor that there is any justification for those fees to continue to be funded from the Applicants' estate given the economics of the situation. The Monitor will ensure that any unpaid fees of Unsecured Lender Representative Counsel accrued through the date of the proposed Order are first paid in accordance with the terms of the Second ARIO.

11.0 Cash Flow Forecast

1. As at the date of this Report, the Applicants have fully drawn on the \$15 million available under the Existing DIP Facility. The following table provides a summary of the uses of the DIP funding through November 28, 2024.

(unaudited; C\$000s)	
Receipts	
DIP funding	15,000
Other receipts	1,206
	16,206
Disbursements	
Professional fees	7,126
Property taxes	3,484
Other	1,903
DIP Facility costs and interest	1,506
Advances to Applicants' bank accounts	1,414
Insurance	317
Total Disbursements	15,750
Balance in Monitor's Trust Account	456

2. Explanations of certain line items in the table above are as follows:
 - a) the purpose of the table is to reflect the Applicants' uses of the DIP funding over the course of these proceedings. As all DIP funding has been advanced to the Monitor's trust account, activity in the Applicants' bank accounts is not reflected in the table above; however, the Monitor has taken control over the Applicants' bank accounts in accordance with the Expanded Powers Order. As at the date of this Report, there is approximately \$324,000 in the Applicants' bank accounts (in addition to approximately \$456,000 in the Monitor's trust account, which excludes any deposits received from credit bidders);
 - b) professional fees include the fees of the Applicants' counsel, the Monitor and its counsel, the Existing DIP Lender's counsel, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the SISP Advisors; and
 - c) amounts reflected as advances to the Applicants' bank accounts have largely been used to fund renovations, utilities, repairs and maintenance and other operating expenses incurred over the course of these proceedings.
3. The Monitor has prepared the Cash Flow Forecast for the period December 1, 2024 to February 28, 2025. The Cash Flow Forecast is attached as Appendix "S".

4. Subject to the underlying assumptions and approval of the Viscount DIP Facility, the Cash Flow Forecast reflects that there is sufficient funding available to the Applicants to continue to operate in these proceedings through to the proposed stay extension date of February 28, 2025. The Cash Flow Forecast excludes any sales of the Remaining Portfolio in the coming months. These assumptions, particularly as they relate to future property sales, will be refined over time as the sales program is formulated and properties are listed for sale.
5. The Monitor's statutory report on the Cash Flow Forecast is attached as Appendix "T". The Monitor has not sought the statutory report on the Cash Flow Forecast to be executed by the Applicants given the Expanded Powers Order.

12.0 Stay Extension

1. The Stay Period currently expires on December 31, 2024. The Monitor, on behalf of the Applicants, is seeking an extension of the Stay Period until February 28, 2025.
2. The Monitor recommends the extension for the following reasons:
 - a) the Honourable Justice Steele's endorsement issued in these proceedings dated July 31, 2024, included the following: "*In the context of a "super-Monitor" in CCAA proceedings, the monitor is held to the good faith standard.*" As "super" Monitor in these CCAA proceedings, the Monitor believes it is discharging its duties and obligations under the CCAA, the Expanded Powers Order and other orders made in these CCAA proceedings in good faith and with due diligence;
 - b) no creditor will be prejudiced if the extension is granted;
 - c) based on the Cash Flow Forecast and subject to approval of the Viscount DIP Facility, there is projected to be funding available to fund operations and the costs of these proceedings during the extension period; and
 - d) an extension of the Stay Period will provide the time necessary for the Monitor to close the transactions contemplated under the Credit Bid Vesting Order (subject to Court approval) and proceed to consult with the applicable stakeholders to formulate and implement an orderly liquidation plan for the Remaining Portfolio.

12.1 Additional Stay Parties

1. Pursuant to the Expanded Powers Order and the Ancillary order, the stay of proceedings remains in place in favour of the Additional Stay Parties and in favour of the SID Companies (and their employees, representatives and advisors) until the Monitor files the Monitor's Transition Period Termination Certificate. The Monitor will file this certificate upon completion of the transition of the property management function from the SID Companies to Richmond.
2. As at the date of this Report, the transition of the property management function is nearing completion. The Monitor recently advised the SID Companies that it intends to file the Monitor's Transition Period Termination Certificate on or around November 30, 2024, at which time the stay of proceedings in favour of the Additional Stay Parties and the SID Companies will be terminated. The SID Companies advised that it requires until December 15, 2024 to complete the transition.

3. The Additional Stay Parties and the SID Companies will be served with this Report.

13.0 Overview of Monitor's Activities

1. In addition to the activities otherwise discussed in this Report, since the last time the Monitor's activities were approved (as those activities were summarized in the Seventh Report), the Monitor's activities have included:
 - a) working with legal counsel and the applicable stakeholders to advance and finalize the 323 Credit Bid APAs, including reviewing purchase price amounts and corresponding with the purchasers on various information requests, including to support their mortgage indebtedness;
 - b) engaging with prospective DIP lenders in an effort to negotiate the replacement DIP financing required to implement the transactions contemplated by the Credit Bid APAs;
 - c) negotiating the Viscount DIP Facility with Viscount and its legal counsel;
 - d) responding to information requests in connection with the negotiation of the Viscount DIP Facility;
 - e) engaging extensively on a near daily basis with Richmond and the SID Companies regarding the property management transition process;
 - f) engaging with the Applicants' insurance broker regarding the transfer of insurance on certain Properties and to confirm insurance is in place on all Properties;
 - g) dealing with tenant issues;
 - h) managing the Applicants' cash flow;
 - i) corresponding with various trades regarding accounts payable;
 - j) processing payments for repairs and maintenance and other day-to-day operating expenses;
 - k) corresponding with various utility service providers to ensure continuity of services and to confirm outstanding account balances;
 - l) corresponding routinely and attending meetings with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative and its counsel;
 - m) corresponding with and responding to enquiries on a daily basis from numerous Secured Lenders and Unsecured Lenders;
 - n) responding to numerous requests from Secured Lenders regarding leases, tenant payment history and the DIP Allocation;

- o) corresponding with the Existing DIP Lender in connection with funding and other information requests;
- p) drafting the Eighth Report and reviewing all Court materials filed in connection with the Monitor's stay extension motion heard on October 30, 2024;
- q) drafting the Ninth Report and reviewing all Court materials filed in connection with the Monitor's stay extension motion heard on November 26, 2024; and
- r) drafting this Report and working with counsel on the Court materials to be filed in connection with the motion for the Credit Bid Vesting Order and the other relief being sought by the Monitor.

14.0 Professional Fees

1. The fees (excluding disbursements and HST) of the Monitor and Cassels from the commencement of these proceedings through July 31, 2024 have been approved pursuant to Court Orders issued over the course of these proceedings.
2. The fees (excluding disbursements and HST) of the Monitor and Cassels from August 1, 2024 to October 31, 2024 total \$416,453 and \$205,345, respectively.
3. The average hourly rates for KSV and Cassels for the referenced billing periods were \$500.73 and \$1,013.05, respectively.
4. The Monitor and Cassels have been required to undertake an extensive amount of work in this CCAA proceeding to-date, which has included enhanced cash flow and operational oversight mandated by the Second ARIO, taking control over the Applicants in accordance with the Expanded Powers Order, coordinating the transition of the property management function from the SID Companies to Richmond and dealing with all aspects of the Credit Bid APAs in order to prepare for the closing of those transactions, subject to Court approval.
5. Invoices in respect of the fees and disbursements of the Monitor and Cassels, redacted for privilege or confidential information, are provided in appendices to the affidavits (together, the "Fee Affidavits") filed by KSV and Cassels, which Fee Affidavits are attached as Appendices "U" and "V", respectively.
6. As set out in the invoices attached to the Fee Affidavits, the fees of the Monitor and Cassels for the referenced billing periods include those incurred to perform the aforementioned activities.
7. The Monitor is of the view that the hourly rates charged by Cassels are consistent with the rates charged by large corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, that Cassels' billings reflect work performed consistent with the Monitor's instructions and that the overall fees charged by Cassels and the Monitor are reasonable and appropriate in the circumstances.

15.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Court grant the relief set out in Section 1.2(1)(k) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS MONITOR
OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC.,
MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC.
AND JOINT CAPTAIN REAL ESTATE INC. AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 28TH
)
JUSTICE KIMMEL) DAY OF MARCH, 2024
)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")

SECOND AMENDED AND RESTATED INITIAL ORDER
(Amending Initial Order Dated January 23, 2024, as Amended and Restated on February
15, 2024)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for a Second Amended and Restated Initial Order was heard this day by judicial videoconference via Zoom.

ON READING the affidavits of Robert Clark sworn January 23, 2024 and the Exhibits thereto, January 28, 2024 and the Exhibits thereto (the "**First Clark Affidavit**"), March 24, 2024 and the Exhibits thereto, and March 27, 2024 and the Exhibits thereto, the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**") as the proposed monitor dated January 23, 2024, the First Report of KSV as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated January 29, 2024, the Supplement to the First Report of the Monitor dated February 13, 2024, the Second Report of the Monitor dated March 26, 2024, the Amended Initial Order of this Court dated January 31, 2024, and the Amended and Restated Initial Order of this Court dated February 15, 2024, and on being advised that the secured creditors who are likely to

be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Secured Lender Representative Counsel (as defined below), the Unsecured Lender Representative Counsel (as defined below), counsel to the DIP Lender (as defined below), and such other counsel that were present, no else appearing although duly served as appears from the affidavits of service of Joshua Foster, filed, and on reading the consent of KSV to act as the Monitor,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined shall have the meaning ascribed to them in the First Clark Affidavit.

3. **THIS COURT ORDERS** that, with the exception of paragraphs 30-38, references in this Order to the "date of this Order", the "date hereof" or similar phrases refer to the date the Initial Order of this Court was granted in these proceedings, being January 23, 2024 (the "**Initial Order**").

APPLICATION

4. **THIS COURT ORDERS AND DECLARES** that each of the Applicants is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

5. **THIS COURT ORDERS** that each of the Applicants shall have the authority to file and may, subject to further Order of this Court, file with the Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

6. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, licences, undertakings and properties of every nature

and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and the Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

7. **THIS COURT ORDERS** that, subject to the terms of the DIP Agreement and the Definitive Documents (each as defined below), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order with the prior written consent of the Monitor, in consultation with the Secured Lender Representatives (as defined below):

- (a) all outstanding and future wages, salaries, commissions, employee and pension benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), vacation pay and employee expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing and servicing expenses;
- (b) amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, with the Monitor considering, among other factors, whether (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicants and the payment is required to ensure ongoing supply, (ii) making such payment will preserve, protect or enhance the value of the Property or the Business, (iii) making such payment is required to address environmental or regulatory concerns, and (iv) the supplier or service provider is required to continue to provide goods or services to the Applicants after the date of this Order, including pursuant to the terms of this Order; and

- (c) the fees and disbursements of any Assistants retained or employed by any of the Applicants in respect of these proceedings, at their standard rates and charges.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the DIP Agreement and the Definitive Documents, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, in each case, with the prior written consent of the Monitor, in consultation with the Secured Lender Representatives, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied or to be supplied to any of the Applicants on or following the date of this Order.

9. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by any of the Applicants in connection with the sale of goods and services by any of the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the Applicants.

10. **THIS COURT ORDERS** that, except as specifically permitted herein and in the DIP Agreement and the Definitive Documents, the Applicants are hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

11. **THIS COURT ORDERS** that notwithstanding any other provision of this Order and for greater certainty, the Applicants shall not make any payments or incur any liabilities, including without limitation drawing on the credit facility provided under the DIP Agreement, without the prior written consent of the Monitor.

RESTRUCTURING

12. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Agreement and the Definitive Documents, have the right to:

- (a) dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,500,000 in the aggregate, in each case, with the prior written consent of the Monitor; and
- (b) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, with the oversight and involvement of the Monitor and subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANTS, THE BUSINESS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including April 30, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of any of the Applicants or the Monitor, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

14. **THIS COURT ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Aruba Butt, Dylan Suitor and/or Ryan Molony (collectively, the "**Additional Stay Parties**"), or against or in respect of any of the Additional Stay Parties' current or future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, and including all proceeds thereof (collectively, the "**Additional Stay Parties' Property**") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving any of the Applicants or the obligations, liabilities and claims of and against any of the Applicants (collectively, the "**Related Claims**"), except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Additional Stay Parties or the Additional Stay Parties' Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicants and the Monitor.

15. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of the Additional Stay Parties or the Additional

Stay Parties' Property in respect of the Related Claims that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Applicants or the Monitor, or their respective employees, advisors and other representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any Applicant to carry on any business which such Applicant is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (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 RIGHTS

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the Applicants, except with the prior written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Applicants or statutory or regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, accounting services, temporary labour and staffing services, warehouse and logistics services, security services, insurance, transportation services, maintenance services, construction services, utility or other services to the Business or

any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply or license of such goods or services as may be required by any of the Applicants or exercising any other remedy provided under the agreements or arrangements, and that each of the Applicants shall be entitled to the continued use of its current premises, 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 applicable Applicant in accordance with the normal payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VERSUS POST-FILING SET-OFF

20. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that (i) are or may become due to any of the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from any of the Applicants in respect of obligations arising on or after the date of this Order, or (ii) are or may become due from any of the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to any of the Applicants in respect of obligations arising on or after the date of this Order, in each case without the prior written consent of the applicable Applicant and the Monitor or further Order of this Court.

APPOINTMENT OF SECURED LENDER REPRESENTATIVE COUNSEL

21. **THIS COURT ORDERS** that Chaitons LLP (the "**Secured Lender Representative Counsel**") is hereby appointed as representative counsel for all of the secured lenders of the

Applicants (collectively, the "**Secured Lenders**"), including, without limitation, all of the Secured Lenders that have RRSPs or other registered accounts administered by Olympia Trust Company, in these proceedings, any proceeding under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or in any other proceeding respecting the insolvency of the Applicants that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issues affecting the Secured Lenders in the Insolvency Proceedings, including, without limitation, with respect to the settlement or compromise of any rights, entitlements or claims of the Secured Lenders.

22. **THIS COURT ORDERS** that the Secured Lender Representative Counsel shall be entitled but not required to commence the process of identifying no more than six (6) Secured Lenders to be nominated as Court-appointed representatives (collectively, the "**Secured Lender Representatives**") as soon as practicable following the date hereof. The Secured Lender Representatives, if and once appointed, shall represent the Secured Lenders other than any Secured Opt-Out Lender (as defined below), if any, in the Insolvency Proceedings and advise, and where appropriate instruct, the Secured Lender Representative Counsel, including, without limitation, for the purpose of settling or compromising claims of the Secured Lenders in the Insolvency Proceedings. The Secured Lender Representative Counsel may rely upon the advice, information and instructions received from the Secured Lender Representatives, if any, in carrying out its mandate without further communications or instructions from the Secured Lenders, except as may be recommended by the Secured Lender Representative Counsel or ordered by this Court.

23. **THIS COURT ORDERS** that, with the exception of any Secured Opt-Out Lender, (i) the Secured Lender Representative Counsel and the Secured Lender Representatives, if any, shall represent all of the Secured Lenders in the Insolvency Proceedings, and (ii) the Secured Lenders shall be bound by the actions of the Secured Lender Representative Counsel and the Secured Lender Representatives, if any, in the Insolvency Proceedings.

24. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Applicants and the Monitor, the Applicants, The Windrose Group Inc. and Lift Capital Incorporated shall provide the following information to the Secured Lender Representative Counsel (collectively, the "**Secured Lender Information**"), in each case, without charge: (i) the

names, last known address, last known email addresses (if any) and entitlements of all of the Secured Lenders (excluding any Secured Opt-Out Lender that has delivered a Secured Opt-Out Notice (as defined below) prior to the delivery of the Secured Lender Information), in each case, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated, to be used solely for the purposes of the Insolvency Proceedings; and (ii) upon request of the Secured Lender Representative Counsel, such documents and data as may be reasonably relevant to the issues affecting the Secured Lenders in the Insolvency Proceedings, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or Lift Capital Incorporated. In providing the Secured Lender Information, these parties are not required to obtain the express consent of any Secured Lender authorizing the disclosure of the Secured Lender Information to the Secured Lender Representative Counsel for the purposes of the Insolvency Proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended (the "PIPEDA") each of these parties is authorized and permitted to disclose the Secured Lender Information to the Secured Lender Representative Counsel for the purposes of the Insolvency Proceedings, without the knowledge or consent of the Secured Lenders.

25. **THIS COURT ORDERS** that notice of the appointment of Secured Lender Representative Counsel shall be provided by: (i) the Secured Lender Representative Counsel sending a letter to the Secured Lenders at the addresses provided pursuant to paragraph 24 of this Order, advising of such appointment as soon as practicable following the date hereof; (ii) the inclusion of the details of such appointment in the CCAA Notice (as defined below); and (iii) the posting of notice of such appointment on the Monitor's Website (as defined below).

26. **THIS COURT ORDERS** that any Secured Lender who does not wish to be represented by the Secured Lender Representative Counsel and the Secured Lender Representatives, if any, in the Insolvency Proceedings shall, within thirty (30) days of the date hereof, notify the Monitor and the Secured Lender Representative Counsel in writing that such Secured Lender is opting out of representation by the Secured Lender Representative Counsel and the Secured Lender Representatives, if any, by delivering to the Monitor and the Secured Lender Representative Counsel an opt-out notice in the form attached as Schedule "A" hereto (each, a "**Secured Opt-Out Notice**"), and shall thereafter not be bound by the actions of the Secured Lender Representative Counsel or the Secured Lender Representatives, if any, and shall represent itself

or themselves, as the case may be, or be represented by any counsel that such Secured Lender may retain at its or their, as the case may be, sole expense (each such Secured Lender that delivers a Secured Opt-Out Notice in compliance with the terms of this paragraph, a "**Secured Opt-Out Lender**"). The Monitor shall deliver copies of all Secured Opt-Out Notices received to the Applicants as soon as reasonably practicable.

27. **THIS COURT ORDERS** that all reasonable and documented fees and disbursements as may have been incurred by the Secured Lender Representative Counsel prior to the date of this Order or which shall be incurred by the Secured Lender Representative Counsel shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts to the Applicants. Any disagreement regarding such fees and disbursements may be remitted to this Court for determination.

28. **THIS COURT ORDERS** that no action or Proceeding may be commenced against the Secured Lender Representative Counsel or the Secured Lender Representatives, if any, in such capacities and/or in respect of the performance of their duties under this Order, without leave of this Court on seven (7) days' notice to the Secured Lender Representative Counsel or the Secured Lender Representatives, as applicable, the Applicants and the Monitor.

29. **THIS COURT ORDERS** that the Secured Lender Representative Counsel is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or government ministry, department or agency, and to take all such steps as are necessary or incidental thereto. The Secured Lender Representative Counsel and the Secured Lender Representatives, if any, shall have no liability as a result of their appointment or the fulfillment of their duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on their part.

APPOINTMENT OF UNSECURED LENDER REPRESENTATIVE COUNSEL

30. **THIS COURT ORDERS** that Goldman Sloan Nash & Harber LLP (the "**Unsecured Lender Representative Counsel**") is hereby appointed as representative counsel for all of the unsecured lenders of the Applicants other than (i) The Lion's Share Group Inc. and (ii) any other unsecured lenders directly or indirectly controlled by, or under common control or otherwise affiliated with, The Lion's Share Group Inc. or its principal, Claire Drage (collectively, the

"Unsecured Lenders"), including, without limitation, all of the Unsecured Lenders that have RRSPs or other registered accounts administered by Olympia Trust Company, in the Insolvency Proceedings, for any issues affecting the Unsecured Lenders in the Insolvency Proceedings, including, without limitation, with respect to the settlement or compromise of any rights, entitlements or claims of the Unsecured Lenders.

31. **THIS COURT ORDERS** that the Unsecured Lender Representative Counsel shall be entitled but not required to commence the process of identifying no more than six (6) Unsecured Lenders to be nominated as Court-appointed representatives (collectively, the "**Unsecured Lender Representatives**") as soon as practicable following the date hereof. The Unsecured Lender Representatives, if and once appointed, shall represent the Unsecured Lenders other than any Unsecured Opt-Out Lender (as defined below), if any, in the Insolvency Proceedings and advise, and where appropriate instruct, the Unsecured Lender Representative Counsel, including, without limitation, for the purpose of settling or compromising claims of the Unsecured Lenders in the Insolvency Proceedings. The Unsecured Lender Representative Counsel may rely upon the advice, information and instructions received from the Unsecured Lender Representatives, if any, in carrying out its mandate without further communications or instructions from the Unsecured Lenders, except as may be recommended by the Unsecured Lender Representative Counsel or ordered by this Court.

32. **THIS COURT ORDERS** that, with the exception of any Unsecured Opt-Out Lender, (i) the Unsecured Lender Representative Counsel and the Unsecured Lender Representatives, if any, shall represent all of the Unsecured Lenders in the Insolvency Proceedings, and (ii) the Unsecured Lenders shall be bound by the actions of the Unsecured Lender Representative Counsel and the Unsecured Lender Representatives, if any, in the Insolvency Proceedings.

33. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Applicants and the Monitor, the Applicants, The Windrose Group Inc. and The Lion's Share Group Inc. shall provide the following information to the Unsecured Lender Representative Counsel (collectively, the "**Unsecured Lender Information**"), in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Unsecured Lenders (excluding any Unsecured Opt-Out Lender that has delivered an Unsecured Opt-Out Notice (as defined below) prior to the delivery of the Unsecured Lender Information), in

each case, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or The Lion's Share Group Inc., to be used solely for the purposes of the Insolvency Proceedings; and (ii) upon request of the Unsecured Lender Representative Counsel, such documents and data as may be reasonably relevant to the issues affecting the Unsecured Lenders in the Insolvency Proceedings, to the extent in the possession or control of the Applicants, The Windrose Group Inc. and/or The Lion's Share Group Inc. In providing the Unsecured Lender Information, these parties are not required to obtain the express consent of any Unsecured Lender authorizing the disclosure of the Unsecured Lender Information to the Unsecured Lender Representative Counsel for the purposes of the Insolvency Proceedings, and further, in accordance with clause 7(3)(c) of the PIPEDA, each of these parties is authorized and permitted to disclose the Unsecured Lender Information to the Unsecured Lender Representative Counsel for the purposes of the Insolvency Proceedings, without the knowledge or consent of the Unsecured Lenders.

34. **THIS COURT ORDERS** that notice of the appointment of Unsecured Lender Representative Counsel shall be provided by: (i) the Unsecured Lender Representative Counsel sending a letter to the Unsecured Lenders at the addresses provided pursuant to paragraph 33 of this Order, advising of such appointment as soon as practicable following the date hereof; and (ii) the posting of notice of such appointment on the Monitor's Website.

35. **THIS COURT ORDERS** that any Unsecured Lender who does not wish to be represented by the Unsecured Lender Representative Counsel and the Unsecured Lender Representatives, if any, in the Insolvency Proceedings shall, within thirty (30) days of the date hereof, notify the Monitor and the Unsecured Lender Representative Counsel in writing that such Unsecured Lender is opting out of representation by the Unsecured Lender Representative Counsel and the Unsecured Lender Representatives, if any, by delivering to the Monitor and the Unsecured Lender Representative Counsel an opt-out notice in the form attached as Schedule "B" hereto (each, an "**Unsecured Opt-Out Notice**"), and shall thereafter not be bound by the actions of the Unsecured Lender Representative Counsel or the Unsecured Lender Representatives, if any, and shall represent itself or themselves, as the case may be, or be represented by any counsel that such Unsecured Lender may retain at its or their, as the case may be, sole expense (each such Unsecured Lender that delivers an Unsecured Opt-Out Notice in compliance with the terms of this paragraph, an "**Unsecured Opt-Out Lender**"). The Monitor

shall deliver copies of all Unsecured Opt-Out Notices received to the Applicants as soon as reasonably practicable.

36. **THIS COURT ORDERS** that all reasonable and documented fees and disbursements as may have been incurred by the Unsecured Lender Representative Counsel prior to the date of this Order or which shall be incurred by the Unsecured Lender Representative Counsel shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts to the Applicants. Any disagreement regarding such fees and disbursements may be remitted to this Court for determination.

37. **THIS COURT ORDERS** that no action or Proceeding may be commenced against the Unsecured Lender Representative Counsel or the Unsecured Lender Representatives, if any, in such capacities and/or in respect of the performance of their duties under this Order, without leave of this Court on seven (7) days' notice to the Unsecured Lender Representative Counsel or the Unsecured Lender Representatives, as applicable, the Applicants and the Monitor.

38. **THIS COURT ORDERS** that the Unsecured Lender Representative Counsel is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or government ministry, department or agency, and to take all such steps as are necessary or incidental thereto. The Unsecured Lender Representative Counsel and the Unsecured Lender Representatives, if any, shall have no liability as a result of their appointment or the fulfillment of their duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on their part.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

39. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a Plan in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

APPOINTMENT OF MONITOR

40. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

41. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court, the Secured Lender Representatives and/or the Unsecured Lender Representatives at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) liaise and consult with the Applicants, the Secured Lender Representatives and/or the Unsecured Lender Representatives, to the extent required, with respect to all matters relating to the Property, the Business, the Restructuring, and such other matters as may be relevant to these proceedings;
- (d) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender, which may be used in these proceedings including reporting on a basis as agreed with the DIP Lender;
- (e) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed

with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis as agreed with the DIP Lender;

- (f) monitor all payments, obligations and transfers as between the Applicants and parties related thereto;
- (g) advise the Applicants in their development of the Plan (if any) and any amendments to the Plan;
- (h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' meetings for voting on the Plan;
- (i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Business and financial affairs or to perform its duties arising under this Order;
- (j) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (k) (i) conduct an investigation into the use of funds borrowed by the Applicants, pre-filing transactions conducted by the Applicants and/or their principals and affiliates, and such other matters as may be requested by the Secured Lender Representatives and agreed by the Monitor, in each case, to the extent such investigation relates to the Property, the Business or such other matters as may be relevant to the proceedings herein as determined by the Monitor, and (ii) report to the Secured Lender Representatives, the Unsecured Lender Representatives and the Court on the findings of such investigation as the Monitor deems necessary and appropriate; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

42. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof.

43. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 (collectively, "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

44. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants, including, without limitation, the DIP Lender, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

45. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees, advisors and other representatives acting in such capacities shall incur any liability or obligation

as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

46. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants in these proceedings shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicants in these proceedings on a bi-weekly basis or pursuant to such other arrangements agreed to between the Applicants and such parties and, in addition, the Monitor, and counsel to the Applicants are hereby authorized to maintain their respective retainers, if any, provided by the Applicants prior to the commencement of these proceedings, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

48. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicants' counsel, the Secured Lender Representative Counsel and the Unsecured Lender Representative Counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,500,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 55 and 57 hereof.

DIP FINANCING

49. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Harbour Mortgage Corp. or its permitted assignee (the "**DIP Lender**") in order to finance the Applicants' working capital requirements and other

general corporate purposes and capital expenditures, provided that the borrowings under such credit facility shall not exceed \$12,000,000, plus interest, fees and expenses, unless permitted by further Order of this Court.

50. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP agreement between the Applicants and the DIP Lender dated as of January 26, 2024 and attached to the First Clark Affidavit as Exhibit "F" (as may be amended and/or assigned from time to time, the "**DIP Agreement**").

51. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

52. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not exceed the amount of \$12,000,000, plus interest, fees and expenses, unless permitted by further Order of this Court, or secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 55 and 57 hereof.

53. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Agreement,

Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

54. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the DIP Lender, the DIP Lender shall be treated as unaffected in any Plan filed by any of the Applicants under the CCAA, or any proposal filed by any of the Applicants under the BIA, with respect to any advances made under the DIP Agreement and the Definitive Documents.

VALIDITY AND PRIORITY OF THE CHARGES CREATED BY THIS ORDER

55. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge (together, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1,500,000); and

Second – DIP Lender's Charge (to the maximum amount of \$12,000,000, plus interest, fees and expenses).

56. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

57. **THIS COURT ORDERS** that each of the Charges (as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other

security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment.

58. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any of the Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

59. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which any Applicant is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the DIP Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicants pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

60. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a charge in the applicable Applicant's interest in such real property lease.

SERVICE AND NOTICE

61. **THIS COURT ORDERS** that the Monitor shall: (i) without delay, publish in the *Globe and Mail (National Edition)*, a notice containing the information prescribed under the CCAA (the "**CCAA Notice**"); and (ii) within ten (10) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

62. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (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: <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/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*, R.R.O. 1990, Reg. 194, as amended (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.ksv advisory.com/experience/case/sid> (the "**Monitor's Website**").

63. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicants, the Monitor, and their respective counsel and agents are 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 or other electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown in the books and records of the Applicants and that any such service, distribution or notice shall be deemed to be received: (i) if sent by courier, on the next business day following the date of forwarding thereof; (ii) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered; and (iii) if sent by ordinary mail, on the third business day after mailing.

64. **THIS COURT ORDERS** that the Applicants, the Monitor and each of their respective counsel and agents 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 (including by e-mail) to the Applicants' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

65. **THIS COURT ORDERS** that any interested party wishing to object to the relief sought in a motion brought by the Applicants or the Monitor in these proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consulting with the Applicants.

GENERAL

66. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on not less than seven (7)

business days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 55 and 57 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

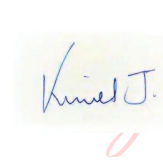
67. **THIS COURT ORDERS** that, notwithstanding paragraph 66 of this Order, each of the Applicants, the Monitor, the Secured Lender Representative Counsel or the Unsecured Lender Representative Counsel may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation of this Order.

68. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business or the Property.

69. **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 Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

70. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are 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 Monitor 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.

71. **THIS COURT ORDERS** that the Initial Order, as amended and restated on February 15, 2024, is hereby amended and restated pursuant to this Order, and this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

 Digitally signed
by Jessica
Kimmel
Date: 2024.03.28
15:13:50 -04'00'

SCHEDULE "A"
FORM OF SECURED LENDER OPT-OUT NOTICE

To: Chaitons LLP, in its capacity as
Court-appointed Lender
Representative Counsel
5000 Yonge Street, 10th Floor
North York, ON M2N 7E9
Attention: George Benchetrit
Email: george@chaitons.com

KSV Restructuring Inc., in its capacity as
Court-appointed Monitor
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4
Attention: Christian Vit
Email: cvit@ksvadvisory.com

with a copy to:

Bennett Jones LLP
Applicants' Counsel
3400 One First Canadian Place
Toronto, ON M5X 1A4
Attention: Joshua Foster
Email: fosterj@bennettjones.com

with a copy to:

Cassels Brock & Blackwell LLP
Monitor's Counsel
Suite 3200, Bay Adelaide Centre – North
Tower
40 Temperance Street
Toronto, ON M5H 0B4
Attention: Ryan Jacobs and Joseph Bellissimo
Email:
rjacobs@cassels.com/jbello@bellissimo.com

I, in my individual capacity or in my capacity as an authorized representative of the undersigned, as applicable (in either capacity, the "**Opt-Out Lender**"), hereby provide written notice that the Opt-Out Lender does not wish to be represented by Chaitons LLP, representative counsel (the "**Lender Representative Counsel**") for all of the secured lenders of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") in any proceeding respecting the insolvency of the Applicants (the "**Insolvency Proceedings**"). By opting out of this representation, the Opt-Out Lender hereby acknowledges and understands that if it wishes to take part in the Insolvency Proceedings, then it must do so as an independent party. Further, the Opt-Out Lender hereby acknowledges and understands that it is responsible for its own legal representation or for retaining its own legal counsel should it choose to do so, and that it would be personally liable for the costs of its own legal representation.

The Opt-Out Lender hereby acknowledges and understands that a copy of this Opt-Out Notice will be provided to the Applicants.

Witness

Signature of Opt-Out Lender or its
authorized representative

Name of individual or authorized
representative of the Opt-Out Lender:

Name of Opt-Out Lender
(if not a natural person):

Address:

Telephone:

**TO OPT OUT, THIS FORM MUST BE COMPLETED AND RECEIVED AT THE
ABOVE ADDRESS ON OR BEFORE FEBRUARY 22, 2024.**

SCHEDULE "B"
FORM OF UNSECURED LENDER OPT-OUT NOTICE

To: Goldman Sloan Nash & Harber LLP, KSV Restructuring Inc., in its capacity as
in its capacity as Court-appointed Court-appointed Monitor
Lender Representative Counsel 220 Bay Street, 13th Floor
480 University Ave, Suite 1600 Toronto, ON M5J 2W4
Toronto, ON M5G 1V6 Attention: Christian Vit
Attention: Mario Forte Email: cvit@ksvadvisory.com
Email: forte@gsnh.com

with a copy to:

Bennett Jones LLP
Applicants' Counsel
3400 One First Canadian Place
Toronto, ON M5X 1A4
Attention: Joshua Foster
Email: fosterj@bennettjones.com

with a copy to:

Cassels Brock & Blackwell LLP
Monitor's Counsel
Suite 3200, Bay Adelaide Centre – North
Tower
40 Temperance Street
Toronto, ON M5H 0B4
Attention: Ryan Jacobs and Joseph Bellissimo
Email:
rjacobs@cassels.com/jbellissimo@cassels.com

I, in my individual capacity or in my capacity as an authorized representative of the undersigned, as applicable (in either capacity, the "**Opt-Out Lender**"), hereby provide written notice that the Opt-Out Lender does not wish to be represented by Goldman Sloan Nash & Harber LLP, representative counsel (the "**Lender Representative Counsel**") for certain of the unsecured lenders of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") in any proceeding respecting the insolvency of the Applicants (the "**Insolvency Proceedings**"). By opting out of this representation, the Opt-Out Lender hereby acknowledges and understands that if it wishes to take part in the Insolvency Proceedings, then it must do so as an independent party. Further, the Opt-Out Lender hereby acknowledges and understands that it is responsible for its own legal representation or for retaining its own legal counsel should it choose to do so, and that it would be personally liable for the costs of its own legal representation.

The Opt-Out Lender hereby acknowledges and understands that a copy of this Opt-Out Notice will be provided to the Applicants.

Witness

Signature of Opt-Out Lender or its
authorized representative

Name of individual or authorized
representative of the Opt-Out Lender:

Name of Opt-Out Lender
(if not a natural person):

Address:

Telephone:

**TO OPT OUT, THIS FORM MUST BE COMPLETED AND RECEIVED AT THE
ABOVE ADDRESS ON OR BEFORE APRIL 27, 2024.**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA
INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN
THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.**

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

Proceeding commenced at Toronto

**SECOND AMENDED AND RESTATED
INITIAL ORDER**

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

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Thomas Gray (LSO# 82473H)
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Email: grayt@bennettjones.com

Lawyers for the Applicants

Appendix “B”

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

THE HONOURABLE) TUESDAY, THE 25TH
)
JUSTICE OSBORNE) DAY OF JUNE, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC. (collectively the
“Applicants”, and each an “Applicant”)**

**ORDER
(Expansion of Monitor’s Powers)**

THIS MOTION, made by the secured lenders of the Applicants, by their representative counsel, Chaitons LLP (“**Secured Lender Representative Counsel**”), appointed pursuant to the Initial Order of this Court dated January 23, 2024, as subsequently amended and restated by Orders dated February 15, 2024 and March 28, 2024 (as amended and restated, the “**SARIO**”), for an order expanding the powers of KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) and related relief, was heard this day by judicial videoconference via Zoom.

ON READING the Fourth Report of the Monitor dated June 11, 2024, the Fifth Report of the Monitor dated June 17, 2024, the Supplement to the Fifth Report of the Monitor dated June 23, 2024, the Affidavit of Robert Clark sworn June 20, 2024, the Affidavit of Sofia Pino sworn June 14, 2024, the Affidavit of Paul Searle sworn June 14, 2024, the Affidavit of Andrew Adams sworn June 14, 2024, the Ancillary Order of this Court dated June 25, 2024, and such other materials that

were filed, and on being advised that each of the affected parties consents to the granting of this Order, and on hearing the submissions of Secured Lender Representative Counsel, counsel to the Applicants, Unsecured Lender Representative Counsel, counsel to the Monitor, counsel to The Fuller Landau Group Inc. in its capacity as court-appointed receiver and trustee in bankruptcy of The Lion's Share Group Inc., counsel to the DIP Lender, and such other counsel that were present, no one else appearing although duly served as appears from the affidavits of service, filed,

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the SARIO.

EXPANSION OF MONITOR'S POWERS

3. THIS COURT ORDERS that in addition to the powers and duties of the Monitor set out in the SARIO, any other Order of this Court granted in this CCAA Proceeding, the CCAA and applicable law, and without altering in any way the obligations of the Applicants in this CCAA Proceeding, the Monitor is hereby empowered and authorized, but not required, to exercise any powers which may be properly exercised by a board of directors or any officers of the Applicants to cause the Applicants, to, including without limitation:

- (a) exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) 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) manage, operate, and carry on the business of the Applicants, 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 Applicants, including, subject to paragraph 5 hereof, terminating any and all agreements between the Applicants and any of the SID Companies (as defined below) on twenty-one (21) days' written notice by the Monitor to the applicable SID Companies;
- (d) instruct consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, counsel and any other advisors currently engaged or retained by the Applicants;
- (e) engage any other consultants, appraisers, agents, experts, auditors, accountants, managers, property 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 Monitor's powers and duties, including without limitation those conferred by this Order;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies;
- (g) settle, extend or compromise any indebtedness owing to the Applicants, including determining whether a court-ordered claims process is required;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, in the name and on behalf of the Applicants;
- (i) 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 Applicants and/or the Property, and to settle or compromise any such proceedings;
- (j) market any or all of the Property or pursue other alternative transactions in respect of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, negotiating such terms and conditions of sale or other

transactions as the Monitor in its discretion may deem appropriate, including, but not limited to transactions in connection with the Sale and Investment Solicitation Process approved pursuant to the SISP Approval Order issued in this proceeding on April 12, 2024, as deemed appropriate by the Monitor;

- (k) report to, meet with and discuss with such affected Persons as the Monitor deems appropriate on all matters relating to the Property and this proceeding, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (l) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;
- (m) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
- (n) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so on behalf of the Applicants, to the exclusion of all other Persons, including the Applicants' directors, officers, employees and/or other representatives (including but not limited to Aruba Butt, Ryan Molony, Robert Clark and Dylan Suitor), and without interference from any other Person.

4. THIS COURT ORDERS that notwithstanding the SARIO, Bennett Jones LLP ("**Bennett Jones**") shall not be entitled to payment of any legal fees by the Applicants in connection with any services provided to, or for the benefit of, the Applicants or the principals of the Applicants (including any Additional Stay Parties) following the date of this Order, nor shall such fees be subject to the Administration Charge.

5. THIS COURT ORDERS that, without limiting the foregoing or the SARIO, each of SIDRWC Inc. o/a SID Developments, SID Management Inc. and 2707793 Ontario Inc. o/a SID Renos (collectively, the "**SID Companies**") shall, for a minimum period to be agreed upon

between the Monitor and the SID Companies, each acting reasonably, until the effective date of the termination by the Monitor of the applicable agreements between the Applicants and the SID Companies, or until further Order of this Court (the earlier of such periods being hereinafter the “**Transition Period**”):

- (a) continue to perform the services provided by them to the Applicants notwithstanding the transition of such services, in whole or in part to one or more alternative service providers, and continue to be remunerated, in accordance with their existing contracts, agreements and/or arrangements described in paragraphs 46-49 of the Affidavit of Robert Clark sworn January 23, 2024, with the Applicants, as may be required by the Monitor and in doing so shall exclusively report to and take direction from the Monitor on behalf of the Applicants, provided that the SID Companies shall not be required to pay for any costs or expenses whatsoever on the Applicants’ behalf without reimbursement;
- (b) forthwith remit any monies collected by them on behalf of the Applicants to the Monitor, including without limitation all rent collected on behalf of the Applicants, provided that the SID Companies shall not be required to pay for any costs or expenses whatsoever on the Applicants’ behalf without reimbursement;
- (c) subject to paragraph 7, as may be requested by the Monitor, cooperate with the Monitor in the provision of the transition services set out in Schedule “A” hereto and any other transition services as may be agreed to in writing by the Monitor and the SID Companies (collectively, the “**Transition Services**”) provided by the SID Companies to alternative service providers determined by the Monitor; and
- (d) refrain from incurring any obligations, or making any commitments, on behalf of any of the Applicants, including with respect to any ongoing or future renovations of the Applicants’ Property, without the prior written consent of the Monitor.

6. THIS COURT ORDERS that the Monitor shall serve on the Service List and the SID Companies, and post on the Monitor’s Website a certificate confirming the end of the Transition Period (the “**Monitor’s Transition Period Termination Certificate**”).

7. THIS COURT ORDERS that, during the Transition Period, the SID Companies shall be paid their reasonable fees and disbursements, in each case, at rates to be agreed to in writing by the Monitor and the SID Companies, each acting reasonably, in connection with the provision of the Transition Services. The Applicants are hereby authorized and directed to pay the accounts of the SID Companies in connection with the Transition Services on a monthly basis or pursuant to such other arrangements agreed to between the Monitor and the SID Companies.

8. THIS COURT ORDERS that the SID Companies, the Monitor and their respective Assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing the Transition Services requested by the Monitor, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the SID Companies or the Monitor, as applicable, as determined by this Court in a final order that is not subject to appeal or review.

9. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the SID Companies and each of their respective Assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons are hereby authorized and permitted to disclose and transfer personal information of identifiable individuals to the Monitor but only to the extent desirable or required to negotiate or attempt to complete the Transition Services.

10. THIS COURT ORDERS that the banks and/or financial institutions which maintain each of the Applicants' bank accounts are directed to recognize and permit the Monitor and its representatives to complete any and all transactions on behalf of the Applicants and for such purpose, the Monitor and its representatives are empowered and shall be permitted to execute documents for, or on behalf of and in the name of the Applicants, and shall be empowered and permitted to add and remove persons having signing authority with respect to the accounts of the Applicants. The financial institutions maintaining such accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor for and on behalf of the

Applicants, and/or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person.

11. THIS COURT ORDERS that, notwithstanding anything contained in this Order, the Monitor is not, and shall not be or be deemed to be, a director, officer or employee of any of the Applicants.

12. THIS COURT ORDERS that, without limiting the provisions of the SARIO, the Applicants shall remain in possession and control of their respective Property and the Monitor shall not take, or be deemed to have taken, possession or control of such Property, or any part thereof.

13. THIS COURT ORDERS that the Monitor shall not be liable for any employee-related liabilities of the Applicants, if any, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities of the Applicants, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

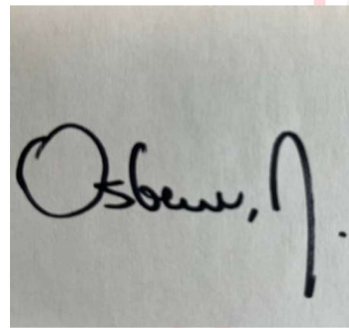
14. THIS COURT ORDERS that: (i) in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court, and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder; and (ii) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

15. THIS COURT ORDERS that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Applicants within the meaning of any relevant

legislation and that any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants.

16. THIS COURT ORDERS that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and, in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

17. THIS COURT ORDERS that nothing contained in this Order or in the Ancillary Order shall affect the claims for costs against any Person in respect of this Order and the Ancillary Order, including, without limitation the claims against the Principals described in the Factum of the Secured Lenders. Any such claims shall be determined via a schedule to be fixed at a case conference to be convened as soon as reasonably practicable among any such Persons and their respective counsel.



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SCHEDULE “A”

TRANSITION SERVICES

- (a) The keys to each of the units, labelled by unit, shall be provided to the Monitor.
- (b) Copies of all available existing lease agreements shall be provided to the Monitor.
- (c) The Applicants' tenants' names, email addresses, phone numbers, and identification, to the extent available, shall be provided to the Monitor.
- (d) A list of all of the Applicants' tenants' methods of payment, including all pre-authorized payment methods, shall be provided to the Monitor.
- (e) Information concerning and the details of all government assistance programs directly deposited on behalf of the Applicants' tenants shall be provided to the Monitor, which shall include, to the extent available, the name of each tenant, the name of each case worker, the name of the applicable assistance program, and the amount of monthly program assistance.
- (f) All current ledgers shall be provided to the Monitor, including 12-month historical tenant ledgers and tenant outstanding balances for both the Applicants' former and current tenants.
- (g) A list of all issued N1s and N2s, if applicable, shall be provided to the Monitor.
- (h) All current LTB Filing Numbers (tenant and landlord) shall be provided to the Monitor, including the contact information for each issuing law firm or paralegal, a list of all N4s and the applicable maturity dates, copies of all LTB notices of hearings and copies of all LTB judgements (including, eviction orders, payment plans, and section 78 orders).
- (i) The account numbers and bills per property owned by the Applicants for all utility providers shall be provided to the Monitor.
- (j) A list of all rented equipment per property owned by the Applicants shall be provided to the Monitor, including the unit address, item, term and applicable service provider.
- (k) All tax roll information per property owned by the Applicants shall be provided to the Monitor.
- (l) All outstanding minimum (or property) standards orders issued by local municipalities in respect of the Applicants' properties shall be provided to the Monitor.
- (m) Copies of all open contracts or work orders with vendors in respect of the Applicants' properties shall be provided to the Monitor.

- (n) Access to any key lockboxes on unit premises owned by the Applicants shall be provided to the Monitor.
- (o) All unit inspection reports in respect of the Applicants' properties shall be provided to the Monitor, including fire safety inspections, where applicable, for all units.
- (p) Copies of all active service agreements in respect of the Applicants' properties shall be provided to the Monitor.
- (q) All information pertaining to the Applicants' properties contained on property management software utilized by SID Management or SID Renos will be transferred to the Monitor.
- (r) All tenant application information in respect of the Applicants' properties shall be provided to the Monitor.
- (s) All former lease agreements for any of the Applicants' tenants in unresolved LTB hearings shall be provided to the Monitor, including all such former tenant names, email addresses, phone numbers, and copies of identification.
- (t) All of the Applicants' corporate and mailing addresses shall be changed to an address designated by the Monitor, including in respect of insurance and property taxes.
- (u) All of the Applicants' tenants that have been sent to collections (current and former) and the applicable collection agency shall be identified for the Monitor.
- (v) All marketing material for the Applicants' existing units shall be provided to the Monitor.
- (w) All existing outstanding workorders from the Applicants' tenants shall be provided to the Monitor.
- (x) Copies of all building permits and residential permits in respect of the Applicants and/or their properties shall be provided to the Monitor.
- (y) A list of all trades that performed work in the last year that remain under warranty shall be provided to the Monitor, including the name of the applicable vendors, the work performed, and a copy of the applicable warranties.
- (z) Any surveys in respect of the Applicants' properties shall be provided to the Monitor.
- (aa) All insurance certificates in respect of the Applicants' properties and an insurance loss run shall be provided to the Monitor.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 25TH
)
JUSTICE OSBORNE) DAY OF JUNE, 2024
)

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")**

ANCILLARY ORDER

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") was heard this day by judicial videoconference via Zoom.

ON READING the Fourth Report of the Monitor dated June 11, 2024 (the "**Fourth Report**"), the Fifth Report of the Monitor dated June 17, 2024 (the "**Fifth Report**"), the Supplement to the Fifth Report of the Monitor dated June 23, 2024, the Affidavit of Robert Clark sworn June 20, 2024, the Expansion of Monitor's Powers Order of this Court dated June 25, 2024 (the "**Expansion of Powers Order**"), and such other materials that were filed, and on being advised that each of the affected parties consents to the granting of this Order, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, counsel to the Lion's Share Representative, counsel to the DIP Lender, and such other counsel that were present, no one else appearing although duly served as appears from the affidavits of service, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that terms used but not defined in this Order shall have the meaning given to them in the Fifth Report, the ARIO (as defined below) or the Expansion of Powers Order, as applicable.

STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including July 31, 2024.
4. **THIS COURT ORDERS** that the stay of proceedings in respect of the Additional Stay Parties pursuant to paragraph 14 of the Second Amended and Restated Initial Order dated March 28, 2024 (the “ARIO”) be and is hereby extended during the Transition Period and shall be automatically terminated upon the issuance of the Monitor’s Transition Period Termination Certificate.
5. **THIS COURT ORDERS** that until the issuance of the Monitor’s Transition Period Termination Certificate, no Proceeding shall be commenced against or in respect of any of the SID Companies, or their respective employees, advisors or representatives, or affecting their respective business or property, except with the prior written consent of the Monitor and the SID Companies, or with leave of this Court.

INVESTIGATION

6. **THIS COURT ORDERS** that none of the Applicants, the SID Companies and/or their respective principals and affiliates shall be required to take any further steps in connection with, or respond to any requests made pursuant to, paragraph 41(k) of the ARIO. Other than with respect to paragraph 41(k), nothing in this paragraph 6 shall derogate from the obligations of any Person under the ARIO.

7. **THIS COURT ORDERS** that, during the Transition Period, each of the Additional Stay Parties shall provide the Monitor with notice of the earlier of (i) seven (7) business days' prior to any closing date and (ii) the listing date, for the sale of any real property owned, directly or indirectly, by the applicable Additional Stay Party, provided that nothing in this paragraph 7 shall apply to such listings or sales previously identified for the Monitor and set out in the letter dated June 19, 2024 attached to the Affidavit of Robert Clark sworn June 20, 2024 as Exhibit "T".

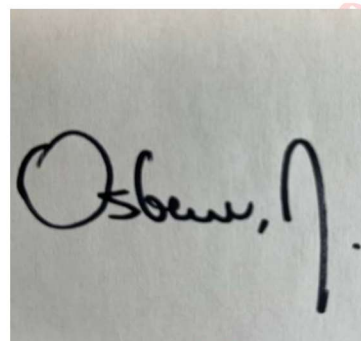
APPROVAL OF MONITOR'S FIFTH REPORT AND ACTIVITIES

8. **THIS COURT ORDERS** that the Fifth Report and the activities of the Monitor referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

A rectangular area containing a handwritten signature in black ink that reads "Osborne, J.". The signature is written in a cursive style.

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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE
INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN
INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL
ESTATE INC.**

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

Proceeding commenced at Toronto

ANCILLARY ORDER

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40 Temperance Street
Toronto, ON M5H 0B4

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rjacobs@casfels.com

Shayne Kukulowicz (LSO #: 30729S)
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skukulowicz@casfels.com

Joseph J. Bellissimo (LSO #: 46555R)
Tel: 416.860.6572
jbellissimo@casfels.com

Lawyers for the Monitor

Appendix “C”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) FRIDAY, THE 30TH
JUSTICE CAVANAGH) DAY OF AUGUST, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")**

ORDER
(RESTRUCTURING TERM SHEET AND DIP AMENDMENT)

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") was heard this day by judicial videoconference via Zoom.

ON READING the Seventh Report of the Monitor dated August 23, 2024 (the "**Seventh Report**"), the affidavit of Noah Goldstein sworn August 23, 2024 and the exhibits thereto, the affidavit of Ryan Jacobs sworn August 23, 2024 and the exhibits thereto, and such other materials that were filed, and on hearing the submissions of counsel to the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, counsel to the Lion's Share Representative, counsel to the DIP Lender, and such other counsel that were present, no else appearing although duly served as appears from the affidavit of service of Stephanie Fernandes dated August 23, 2024, filed;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that terms used but not defined in this Order shall have the meaning given to them in the Seventh Report.

STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that the Stay Period (as defined in the Second Amended and Restated Initial Order of this Court dated March 28, 2024 (the “**SARIO**”)) be and is hereby extended until and including October 31, 2024.

APPROVAL OF THE TERM SHEET

4. **THIS COURT ORDERS** that the restructuring term sheet (the “**Term Sheet**”), substantially in the form attached at Appendix “C” to the Seventh Report, be and is hereby approved, and that the Monitor is hereby authorized and directed to carry out its obligations under the Term Sheet, including, without limitation, facilitating the negotiation and settlement of the transactions contemplated therein and finalizing all documentation reasonably necessary to carry out such transactions, provided that nothing in this Order shall constitute an approval of any specific transaction or agreement contemplated by the Term Sheet, all of which shall be subject to further approval by this Court.

APPROVAL OF THE DIP AMENDMENT AGREEMENT

5. **THIS COURT ORDERS** that the DIP Amendment Agreement dated August 23, 2024 substantially in the form attached as Appendix “F” to the Seventh Report (the “**DIP Amendment Agreement**”), increasing the amount of the facility by \$3 million, plus interest, fees and expenses, be and is hereby approved, and that the Monitor is hereby authorized and directed, on behalf of the Applicants in accordance with the Expanded Powers Order, to enter into and perform the Applicants’ obligations under the DIP Amendment Agreement.

6. **THIS COURT ORDERS** that paragraphs 49, 52 and 55 of the SARIO be hereby amended to replace each reference to “\$12,000,000” with “\$15,000,000”.

APPROVAL OF THE MONITOR’S SEVENTH REPORT, ACTIVITIES AND FEES

7. **THIS COURT ORDERS** that the Seventh Report and the activities of the Monitor referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, Cassels Brock & Blackwell LLP, as set out in the Seventh Report, be and are hereby approved.

GENERAL

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.



A handwritten signature in blue ink is placed above a horizontal line. The signature is cursive and appears to read 'Cassels Brock & Blackwell LLP'.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No.: CV-24-00713245-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(RESTRUCTURING TERM SHEET AND DIP
AMENDMENT)

CASSELS BROCK & BLACKWELL LLP

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Appendix “D”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 26TH
)
JUSTICE OSBORNE) DAY OF NOVEMBER, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")**

ORDER
(STAY EXTENSION)

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") was heard this day by judicial videoconference via Zoom.

ON READING the Ninth Report of the Monitor dated November 21, 2024 (the "**Ninth Report**"), and such other materials that were filed, and on hearing the submissions of counsel to the Monitor and such other counsel that were present, no else appearing although duly served as appears from the affidavit of service of Stephanie Fernandes dated November 21, 2024, filed;

SERVICE AND DEFINITIONS

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

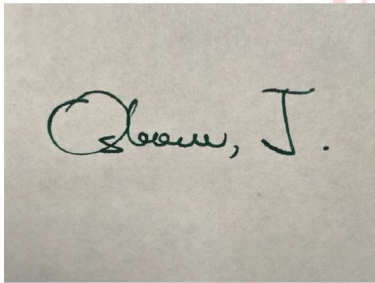
STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that the Stay Period (as defined in the Second Amended and Restated Initial Order of this Court dated March 28, 2024 (the “SARIO”)) be and is hereby extended until and including December 31, 2024.

GENERAL

3. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

4. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

A rectangular image showing a handwritten signature in black ink on a light-colored, textured background. The signature reads "Osborne, J." in a cursive script.

Digitally signed
by Osborne J.

Date:

2024.11.26

11:33:00[®]-05'00'

IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC.,
INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE
BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Court File No. CV-24-00713245-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER
(STAY EXTENSION)

Cassels Brock & Blackwell LLP

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Lawyers for the Monitor, KSV Restructuring Inc.



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-24-00713245-00CL DATE: NOVEMBER 26 2024

NO. ON LIST: 2

TITLE OF PROCEEDING: **BALBOA INC. et al v. THE FULLER LANDAU GROUP INC et al**
BEFORE JUSTICE: **OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Joseph Bellissimo Stephanie Fernandes	Counsel to the Monitor, KSV Restructuring Inc. Cassels Brock & Blackwell LLP	416.860.6572 416.860.6481 jbellissimo@cassels.com sfernandes@cassels.com
Noah Goldstein David Sieradzki	KSV Restructuring Inc., The Monitor	416.932.6207 416.932.6030 ngoldstein@ksvadvisory.com dsieradzki@ksvadvisory.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
George Benchetrit David Im	The Secured Lender Representative Counsel	george@chaitons.com dim@chaiton.com
Jennifer Stam	Lawyers for The Fuller Landau Group Inc., Receiver of The Lion's Share Group Inc.	416.202.6707 jennifer.stam@nortonrosefulbright.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. The Court-appointed Monitor seeks an order extending the Stay Period to and including December 31, 2024. The basis for the requested stay extension is fully set out in the Ninth Report dated November 21, 2024, on which the Monitor relies.
2. The Service List has been served. The relief sought today is unopposed.
3. In short, the Monitor has worked with counsel to 323 credit bidders with a view to seeking approval of those transactions as have been submitted by the secured lenders to the Applicants. This will necessitate replacement DIP financing required to repay the balance of the existing DIP Facility not paid from the cash portion of the credit bid transactions and to finance the orderly liquidation process for the properties that remain in the Portfolio following the closing of the credit bid transactions, should they be approved by the Court. There are approximately 84 such properties.
4. Given the number of transactions and the related issues, the work is necessarily complex, and the Monitor requires some additional time.
5. I am satisfied that the stay should be extended pursuant to section 11.02(2) of the *CCAA*. The Monitor has been acting in good faith and continues to do so. The Monitor believes that no creditor will be materially prejudiced by the stay extension, and the Cash Flow Forecast Attached to the Ninth Report as Appendix "F" reflects that there will be sufficient funding available to fund operations and the cost of this proceeding through the proposed extension.
6. For all of these reasons, the stay extension is approved.
7. Order to go in the form signed by me today which is effective immediately and without the necessity of issuing and entering.

Osborne, J.

Appendix “E”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) FRIDAY, THE 12TH
)
JUSTICE CAVANAGH) DAY OF APRIL, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "Applicants", and each an "Applicant")**

SISP APPROVAL ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, *inter alia*, extending the stay period, approving the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP**"), approving the engagement of the SISP Advisor (as defined below), and granting certain related relief, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Robert Clark sworn April 8, 2024 and the Exhibits thereto, the affidavit of Joshua Foster sworn April 11, 2024 and the Exhibits thereto (the "**Foster Affidavit**"), the Third Report of KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated April 9, 2024 (the "**Third Report**"), and such other materials that were filed, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, counsel to the Lion's Share Representative, counsel

to the DIP Lender, and such other counsel that were present, no else appearing although duly served as appears from the affidavit of service of Joshua Foster, filed,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP or the Second Amended and Restated Initial Order of the Honourable Madam Justice Kimmel dated March 28, 2024, as applicable.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including June 24, 2024.

APPROVAL OF THE SISP ADVISORS' ENGAGEMENTS

4. **THIS COURT ORDERS** that the Applicants are hereby authorized to engage Howards Capital Corp. ("**HCC**") and CBRE Limited ("**CBRE**") as advisors (together, the "**SISP Advisors**" and each, a "**SISP Advisor**") pursuant to an engagement agreement between the Applicants and HCC substantially in the form attached to the Foster Affidavit as Exhibit "A" (the "**HCC Engagement Agreement**"), and an engagement agreement between CBRE and the Applicants substantially in the form attached to the Foster Affidavit as Exhibit "B" (the "**CBRE Engagement Agreement**"), respectively. The Applicants are hereby authorized and directed to make the payments contemplated under the HCC Engagement Agreement and the CBRE Engagement Agreement (together, the "**Engagement Agreements**" and each, an "**Engagement Agreement**") when earned and payable in accordance with their respective terms and conditions.

5. **THIS COURT ORDERS** that the SISP Advisors and their respective controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of either HCC's or CBRE's

engagement by the Applicants as SISP Advisors or any matter referred to in the Engagement Agreements, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the applicable SISP Advisor or its controlling person(s), in performing their obligations under the applicable Engagement Agreement.

6. **THIS COURT ORDERS** that no action or Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the SISP Advisors and their respective controlling persons, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the applicable SISP Advisor, or with leave of this Court on notice to the Applicants, the Monitor and the applicable SISP Advisor. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor and the applicable SISP Advisor at least seven (7) days prior to the return date of any such motion for leave.

7. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the applicable SISP Advisor, each of the SISP Advisors shall be treated as unaffected in any Plan filed by any of the Applicants under the CCAA, or any proposal filed by any of the Applicants under the BIA, with respect to any of the Applicants' obligations under the applicable Engagement Agreement.

APPROVAL OF THE SISP

8. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with the terms of this Order) be and is hereby approved and the Applicants, the SISP Advisors and the Monitor, are authorized and directed to carry out the SISP in accordance with its terms and the terms of this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.

9. **THIS COURT ORDERS** that the Applicants, the SISP Advisors and the Monitor and their respective Assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their

duties under the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Applicants, the SISP Advisors or the Monitor, as applicable, as determined by this Court in a final order that is not subject to appeal or review.

10. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order or in the SISP, neither the SISP Advisors nor the Monitor shall take Possession of the Business or the Property or be deemed to take Possession of the Business or the Property, including pursuant to any provision of the Environmental Legislation.

PIPEDA

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Applicants, the SISP Advisors, the Monitor and each of their respective advisors are hereby authorized and permitted to disclose and transfer to each Potential Bidder personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (each a "**Transaction**"). Each Potential 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 for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants, the SISP Advisors or the Monitor, as applicable, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicants, the SISP Advisors or the Monitor. Any successful bidder shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the applicable successful bid, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants, the SISP Advisors or the Monitor or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicants, the SISP Advisors or the Monitor.

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

12. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor dated January 23, 2024, the First Report of the Monitor dated January 29, 2024, the Supplement to the First Report of the Monitor dated February 13, 2024, the Second Report of the Monitor dated March 26, 2024, the Third Report, and the activities of the Monitor referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

13. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report, be and are hereby approved.

SEALING

14. **THIS COURT ORDERS** that the unredacted copy of the CBRE Engagement Agreement attached as confidential Exhibit "C" to the Foster Affidavit is hereby sealed and shall not form part of the Court record, subject to further order of this Court.

GENERAL

15. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

16. **THIS COURT ORDERS** that the Applicants or the Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the SISP at any time.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any

foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.



Digitally signed by
Mr. Justice Cavanagh

SCHEDULE "A"

SISP

SALE, REFINANCING AND INVESTMENT SOLICITATION PROCESS FOR THE PROPERTY OR BUSINESS OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

1. On January 23, 2024, Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Applicants**") were granted an initial order (as amended, and amended and restated from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Among other things, the Initial Order:
 - (a) appointed KSV Restructuring Inc. as the Monitor in the Applicants' proceedings under the CCAA (in such capacity, the "**Monitor**");
 - (b) approved the Applicants' ability to borrow under a debtor-in-possession credit facility pursuant to a DIP Agreement dated January 26, 2024 between the Applicants and Harbour Mortgage Corp. or its permitted assignee (the "**DIP Lender**");
 - (c) appointed Chaitons LLP as representative counsel (in such capacity, the "**Secured Lender Representative Counsel**") for all of the Secured Lenders in the Insolvency Proceedings; and
 - (d) appointed Goldman Sloan Nash & Harber LLP as representative counsel (in such capacity, the "**Unsecured Lender Representative Counsel**") for all of the Unsecured Lenders in the Insolvency Proceedings.
2. On April 12, 2024 the Court granted an order (the "**SISP Approval Order**") that, among other things: (i) authorized the Applicants to implement and undertake a sale, refinancing and investment solicitation process ("**SISP**") in accordance with the terms hereof; and (ii) approved the Applicants' retention of the SISP Advisor (as defined below) in connection therewith.
3. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Initial Order or the SISP Approval Order, as applicable. Copies of the Initial Order and the SISP Approval Order can be found at the following website maintained by the Monitor: <https://www.ksvadvisory.com/experience/case/SID> (the "**Monitor's Website**").

The Opportunity

4. This SISP sets out the manner in which the Monitor, with the assistance of the SISP Advisors (as defined below), and in consultation with the Applicants, shall solicit non-binding letters of intent ("**LOIs**" and each, a "**LOI**") for a refinancing, sale and/or other strategic investment or transaction involving the business, assets and/or equity of the Applicants (collectively, the "**Property**") or any part thereof from interested parties (the "**Opportunity**").
5. The SISP contemplates a two-stage process that involves the submission by interested parties of LOIs in Phase 1 and the submission of binding offers in Phase 2. This SISP currently only prescribes the process for the submission of LOIs in Phase 1. The parameters for the submission

and evaluation of binding offers in Phase 2 shall be determined and communicated to the applicable interested parties following the completion of Phase 1, as detailed below.

6. The SISP shall be conducted in all respects by the Monitor, supported by and with the assistance of the SISP Advisors and, subject to para 13, in consultation with the Applicants, Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and The Fuller Landau Group Inc. in its capacity as court-appointed receiver and trustee in bankruptcy of The Lion's Share Group Inc. (in such capacity, the "**Lion's Share Representative**"). In connection therewith, the Monitor with the assistance of the applicable SISP Advisors, and in consultation with the Applicants, may identify one or more subsets of the Property to be marketed pursuant to the SISP for a refinancing, sale or other strategic investment or transaction while concurrently marketing the remainder or whole of the Property for a refinancing, sale or other strategic investment or transaction. Interested parties may submit LOIs for any subset of the Property, whether or not such Property is specifically marketed by the applicable SISP Advisors.
7. Parties who wish to have their offers for the Property considered must participate in the SISP.

SISP Advisors

8. In connection with the SISP, the Applicants have retained: (i) Howards Capital Corp. to assist solely in respect of any refinancing of or other strategic investment in the Property, and (ii) CBRE Limited solely in respect of any sale transaction(s) in respect of the Property (in such capacities, collectively the "**SISP Advisors**"). At the appropriate stage of the SISP, the SISP Advisors, as applicable, with the consent of the Monitor and in consultation with the Applicants, are authorized to engage one or more local real estate agents or brokerages to market the Property or any subsets of the Property.

Milestones

9. The SISP shall be conducted subject to the terms hereof and the following key milestones, which milestones may be extended by the Monitor, with the prior consent of the Applicants, in consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, or as may otherwise be ordered by the Court:
 - (a) the SISP Advisors will each independently prepare and deliver to the Monitor a list of potential interested parties to be solicited (collectively, the "**Known Potential Bidders**") as soon as reasonably practicable after the granting of the SISP Approval Order and, in any event, by no later than April 26, 2024. The SISP Advisors shall include as Known Potential Bidders any parties suggested by the Monitor, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative;
 - (b) the SISP Advisors will commence the solicitation process to all Known Potential Bidders by no later than April 29, 2024, it being understood that the SISP Advisors shall be at liberty to provide marketing materials approved by the Monitor and commence discussions with interested parties (with the involvement of the Monitor) prior to such date;
 - (c) the Monitor, with the assistance of the Applicants and the SISP Advisors, shall establish a virtual data room (the "**VDR**") by no later than April 28, 2024; and

- (d) non-binding LOIs shall be submitted by no later than 5:00 p.m. (Toronto time) on June 10, 2024 (the "**LOI Deadline**").
10. The timing and certain other parameters for Phase 2 of the SISP shall be determined following a review of the non-binding LOIs submitted by the LOI Deadline as detailed in sections 15-18 below.

Solicitation of Interest

11. The Monitor, through the SISP Advisors, will:
- (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Monitor's Website for a copy of this SISP) to all of the Known Potential Bidders, and any other party who contacts the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative, or who the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative become aware may have an interest in the Opportunity (collectively, "**Other Interested Parties**");
 - (b) solicit interest from all of the Known Potential Bidders and Other Interested Parties with a view to such parties entering into non-disclosure agreements in form and substance satisfactory to the Applicants and the Monitor (each an "**NDA**") (only Known Potential Bidders and Other Interested Parties that execute an NDA shall be deemed to be potential bidders in the SISP (each, a "**Potential Bidder**") and obtain access to the VDR);
 - (c) provide each Potential Bidder with: (i) a confidential information memorandum in respect of the Opportunity; and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence opportunities as the Monitor or SISP Advisors consider advisable or appropriate; and
 - (d) request that each Potential Bidder submit a non-binding LOI that meets the requirements set forth in Section 12 below by the LOI Deadline.

Phase 1

12. Any Potential Bidder who wishes to submit a non-binding LOI in the SISP must submit an LOI that complies with the following criteria (it being understood that the Monitor, in consultation with the SISP Advisors and Applicants, may waive strict compliance with any one or more of the requirements specified below) (each such LOI, a "**Qualified LOI**"):
- (a) it sets forth the identity of the Potential Bidder, including its contact information, full disclosure of its direct and indirect principals and equity holders, and information as to the Potential Bidder's wherewithal to complete a refinancing, sale or other strategic investment or transaction pursuant to the SISP;
 - (b) it sets forth the principal terms of the proposed refinancing, sale or other strategic investment or transaction (the "**Transaction**"), including:
 - (i) the structure, financing and nature of the Transaction (refinancing, recapitalization, reorganization, sale, investment, etc.), including, without limitation, the sources of financing for the purchase price;

- (ii) whether all or a specifically identified subset of the Property will be subject to the Transaction (and if applicable, whether the specifically identified subset of the Property was marketed pursuant to the SISP or was separately identified by the Potential Bidder);
 - (iii) the purchase price or other consideration offered in connection with the Transaction, including any material assumed liabilities;
 - (iv) a description of any conditions or approvals required and any additional due diligence required for the Potential Bidder to make a final binding bid;
 - (v) all conditions to closing that the Potential Bidder may wish to impose on the closing of the Transaction;
 - (vi) whether the Potential Bidder requires any services from the Applicants' existing property manager;
 - (vii) any anticipated corporate, shareholder, internal or regulatory approvals required to close the Transaction and the anticipated timeframe for obtaining such approvals;
 - (viii) in the case of a restructuring, refinancing or hybrid Transaction, it identifies (A) the aggregate amount of the equity and debt investment, including liabilities to be assumed by the Potential Bidder (including the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed Transaction and any related contingencies, as applicable) to be made in the Applicants, (B) the underlying assumptions regarding the *proforma* capital structure, and (C) the consideration to be allocated to the Applicants' stakeholders;
 - (ix) any other terms or conditions that the Potential Bidder believes are material to the Transaction; and
 - (x) any other information as may be reasonably requested by the Applicants, the SISP Advisors or the Monitor, in consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative; and
- (c) it is received by the Monitor by no later than the LOI Deadline at the email addresses specified on Schedule "A" hereto.
13. Forthwith following the LOI Deadline, the Monitor shall provide copies of all of the LOIs received to the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative, and the DIP Lender, provided that the directors and officers of the Applicants (the "**D&Os**"), the Secured Lender Representatives, the Unsecured Lender Representatives, the Lion's Share Representative, and the DIP Lender, respectively, have previously executed an NDA (or are otherwise subject to confidentiality obligations) acceptable to the Applicants and the Monitor and provided written confirmation to the Monitor that they have not and will not directly or indirectly, acting individually or in concert, submit or actively participate as a bidder in an LOI or any other bid in the SISP. The D&Os, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative and the DIP Lender shall not be entitled to consultation with respect to the

review of LOIs received by the LOI Deadline or the next steps to be taken in respect of any Qualified LOI in the event that any of the D&Os, the Secured Lender Representatives, the Unsecured Lender Representatives, the Lion's Share Representative, or the DIP Lender, respectively, fail to execute an NDA (or remain subject to confidentiality obligations with the Applicants) or elect to actively participate as a bidder in and/or submit an LOI or any other bid in the SISP. For greater certainty, a Potential Bidder's proposed retention of the Applicants' existing management, 2707793 Ontario Inc. o/a SID Renos and/or SID Management Inc. or any of their directors or officers, as reflected within an LOI, any other bid in the SISP or otherwise, shall not constitute the D&Os' direct or indirect involvement in the submission of or participation as a bidder in such LOI or bid in the SISP and shall not disqualify the D&Os from receiving or reviewing copies of the LOIs or from being consulted with respect to the LOIs or the next steps to be taken in respect of any Qualified LOI. For greater certainty, participation as a bidder for the purpose of this Section shall not include a credit bid of no more than a Secured Lender's individual claim (including principal, interest and any other obligations owing to such Secured Lender), plus any amounts owing in priority thereto, submitted by such Secured Lender pursuant to Section 23.

14. Notwithstanding any other provision of this SISP, the Monitor may take protective measures to limit access to LOIs or the identity of Potential Bidders to safeguard the integrity of the SISP.

Assessment of LOIs and Determination of Phase 2 Parameters

15. Subject to Section 13, the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative (collectively, the "**Reviewing Parties**") shall review the LOIs received, and the Monitor in consultation with the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, shall determine which of the LOIs, if any, constitute Qualified LOIs.
16. The Monitor (including through the SISP Advisors) may request clarification from any Potential Bidder that submitted an LOI.
17. Subject to Section 13, following the review and assessment contemplated under Section 15, the Reviewing Parties shall discuss what next steps should be taken in respect of the Qualified LOIs received (if any). Such steps may include, without limitation: (i) pursuing refinancing, sale or hybrid components of any Qualified LOI or collection of Qualified LOIs, including a recombination or reconstitution of subsets of the Property which may create the best opportunity to maximize value for all stakeholders; (ii) coordinating the aggregation of certain or all of the Qualified LOIs; (iii) remarketing certain or all of the Property; (iv) engaging one or more local real estate agents or brokerages to assist in marketing and selling certain or all of the Property; (v) the parameters that will govern the submission of binding offers in Phase 2 of the SISP; and (vi) any auction procedures to be implemented in connection with Phase 2 of the SISP.
18. If no Qualified LOIs have been received or the Monitor determines that no Qualified LOIs are likely to result in a binding offer for the benefit of the Applicants and their stakeholders, the Monitor, with the prior consent of the Applicants or by order of the Court, may terminate the SISP and in such case shall advise all Potential Bidders that submitted an LOI by the LOI Deadline of such termination.
19. Subject to Section 13, if the Reviewing Parties all agree on appropriate parameters for the submission and evaluation of binding offers in Phase 2, those parameters shall be communicated

by the SISP Advisors to parties that submitted Qualified LOIs in binding process letters acceptable to the Reviewing Parties (the "**Process Letters**").

20. The Process Letters may provide for different timing and commercial parameters in respect of different Qualified LOIs based on, among other things, the type of transaction, local market conditions and such other commercial parameters that would reasonably be expected to apply to such a Transaction in the circumstances. Such parameters must provide that any Transaction will be subject to approval by the Court and will be consummated on an "as is, where is" basis without surviving representations, warranties, covenants or indemnities of any kind, nature or description.
21. If the Reviewing Parties cannot agree on (i) whether the SISP should progress to Phase 2 or (ii) appropriate parameters for the submission and evaluation of binding offers in Phase 2, the Monitor shall forthwith bring a motion seeking the Court's advice and directions on same. Unless the Monitor and Applicants consent otherwise after consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, such motion shall be served and filed by the Monitor within 14 days following the LOI Deadline.

Miscellaneous

22. Any amendments to this SISP may only be made with the consent of all of the Reviewing Parties, or by further order of the Court.
23. Any Secured Lender of the Applicants, and the DIP Lender, each acting on its own behalf, shall have the right to credit bid their secured debt against the assets secured thereby up to the full face value of such Secured Lender's claims, including principal, interest and any other obligations owing to such Secured Lender; provided that any such secured lender shall be required to: (i) pay in full in cash any obligations of the Applicants in priority to its secured debt, including any obligations secured by the Charges and allocated to the applicable Property; and (ii) pay appropriate consideration for any assets of the Applicants which are contemplated to be acquired and that are not subject to such Secured Lender's security.
24. Notwithstanding any other provision of this SISP, the Lion's Share Representative shall be entitled to consult with and provide any information it receives to Aird & Berlis LLP, the court appointed representative counsel in The Lion's Share Group Inc.'s receivership proceedings (Court File No CV-24-00717669-00CL), provided that the Lion's Share Representative shall have entered into an NDA with Aird & Berlis LLP that is in form and substance satisfactory to the Applicants and the Monitor prior to sharing any confidential information.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the Monitor at:

KSV Restructuring Inc., as Monitor of
the Applicants
220 Bay Street
13th Floor, PO Box 20
Toronto, ON, M5J 2W4

Attention: Noah Goldstein / David Sieradzki / Christian Vit
Email: ngoldstein@ksvadvisory.com / dsieradzki@ksvadvisory.com / cvit@ksvadvisory.com

with a copy to counsel for the Monitor at:

Cassels Brock & Blackwell LLP
Suite 3200
Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Attention: Ryan Jacobs / Shayne Kukulowicz / Joseph Bellissimo
Email: rjacobs@cassels.com / skukulowicz@cassels.com / jbello@bellissimo.com

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC.,
MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT
CAPTAIN REAL ESTATE INC.**

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

Proceeding commenced at Toronto

SISP APPROVAL ORDER

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Sean Zweig (LSO# 573071)
Tel: (416) 777-6254
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Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Thomas Gray (LSO# 82473H)
Tel: (416) 777-7924
Email: grayt@bennettjones.com

Lawyers for the Applicants

Appendix “F”

RESTRUCTURING TERM SHEET

Capitalized term used herein and not otherwise defined herein or on Schedule “A” have the meaning given to them in the Second Amended and Restated Initial Order dated March 28, 2024 in the CCAA Proceedings of Balboa Inc. et al.

The purpose of this restructuring term sheet (the “**Term Sheet**”) is to outline the terms and conditions for the sale and/or liquidation of the Applicants’ real estate assets (the “**Properties**”) and recovery for secured and unsecured lenders in accordance with their respective priorities and entitlements as set out herein.

The proposed Restructuring (as defined and described herein) contemplates the following key objectives:

- (a) an option for Secured Lenders to credit bid for their specific mortgaged properties through a mechanism supported by the Monitor and as described herein;
- (b) an orderly liquidation and management of the Properties not acquired under credit bids (the “**Portfolio Properties**”) by a professional property manager and oversight of the Portfolio Properties by an appointed CEO and Creditors’ Committee;
- (c) preservation of Lenders’ rights and entitlements pursuant to their contractual arrangements with the Applicants;
- (d) the payout of Claims in accordance with their legal entitlement and priority as Portfolio Properties are sold; and
- (e) use of Available Cash as described herein.

The Restructuring contemplates the termination of the CCAA Proceedings with the following goals in mind: (a) significant reduction in professional costs; (b) control and oversight by the CEO, Property Manager and the Creditors’ Committee; and (c) implementation of a plan of strategic management and liquidation of the Portfolio Properties, with ongoing protective relief from the Court which relief should include the protections, authorizations and injunctions necessary to efficiently and effectively carry out the purpose and intent of the Restructuring. It is anticipated that the Restructuring will provide for the orderly distribution of cash to Lenders as may be determined by the CEO, subject to the assessment of Claims as determined herein and the availability of funds to make distributions at any given time.

The Restructuring anticipates that all Related Party Claims, Equity Claims (as defined in the CCAA) and D&O Claims will be fully subordinated to the recoveries of the Lenders’ Claims.

Title to each Portfolio Property will remain in the entity where it is currently held, but will be subject to governance and control as set out more particularly below. Rental revenue from the Properties will be pooled into a single account on a consolidated basis.

Pursuant to the CCAA Proceedings, Harbour Mortgage Corp. (“**Harbour**” and in such capacity, the “**DIP Lender**”) has provided a debtor-in-possession financing loan (the “**DIP Loan**”) to the Applicants in the maximum amount of \$12 million (as the same is anticipated to be increased to

\$15 million on August 30, 2024), which DIP Loan is secured by a super priority DIP Lender’s Charge.

In connection with the Restructuring, Harbour or a replacement DIP lender (in such capacity, the “**Exit Lender**”) will have agreed to extend the DIP Loan in the CCAA Proceedings on the terms and conditions set out in a term sheet to be negotiated between the Exit Lender and the Monitor, in consultation with the Lender Representatives (the “**Exit Financing Term Sheet**”).

In connection with the Restructuring, the Exit Order shall (i) affirm the retention of Richmond Advisory Services Inc. (the “**Property Manager**”) with respect to the Portfolio Properties, and the Property Manager shall manage the Portfolio Properties on the term and conditions set out in Schedule “B” (the “**Property Manager Engagement Letter**”), and (ii) approve the retention of a chief executive officer (the “**CEO**”) chosen by the Monitor, with the powers and authorities as set out in governance by-laws to be affirmed in the Exit Order.

Credit Bid Option	
1. Credit Bid Form	<p>First Mortgagees and Second Mortgagees with Accepted Claims shall have the option (the “Credit Bid Option”) to submit a credit bid by way of a binding asset purchase agreement substantially in the form attached as <u>Schedule “C”</u> (a “Credit Bid APA”) to credit bid for the Property on which they hold an Accepted Claim on the terms set out in section 3 below.</p> <p>A First Mortgagee or Second Mortgagee submitting a Credit Bid APA is referred to as a “Credit Bid Purchaser” in such capacity.</p> <p>Any Credit Bid APA submitted by a Second Mortgagee must provide for the repayment in full on closing of the Accepted First Mortgagee Claim in respect of such Property.</p>
2. Option Deadline	<p>Credit Bid Options may be exercised by either First Mortgagees or Second Mortgagees until the First Mortgagee Credit Bid Option Deadline or the Second Mortgagee Credit Bid Option Deadline (as the case may be).</p> <p>If a First Mortgagee submits a Credit Bid APA in respect of a Property, the Monitor shall promptly notify any applicable Second Mortgagee of such bid and of the applicable Second Mortgagee Credit Bid Option Deadline.</p>
3. Credit Bid Criteria	<p>In order for a Credit Bid Option to be accepted, it must provide for the following (the “Credit Bid Criteria”):</p> <ol style="list-style-type: none">a. be in the form of the Credit Bid APA;b. a First Mortgagee shall credit bid a minimum of the principal amount of its Accepted First Mortgagee Claim up to the full amount thereof, inclusive of accrued interest, fees and costs;

	<p>c. shall include such evidence as may be requested by the Monitor regarding such First Mortgagee’s first mortgage on the Property, including all mortgage documentation, evidence of advance(s) made, claimed interest, fees and costs, and proposed payout statement;</p> <p>d. be accompanied by an amount equal to the sum of:</p> <ul style="list-style-type: none">i. [\$] as a non-refundable deposit in respect of the payment of the Allocated DIP Amount, to be paid by way of wire transfer, bank draft or other immediately available funds; andii. in the case of a Second Mortgagee’s Credit Bid, in addition to the foregoing, an additional non-refundable deposit representing [10%] of the Accepted First Mortgagee Claim, to be paid by way of wire transfer, bank draft or other immediately available funds; and <p>e. for each of the Properties listed in <u>Schedule “D”</u>, be accompanied by the Equity Amount or provide for payment of the Equity Amount and consent to the granting of the Equity Charge, based on the Credit Bid Purchaser’s selection of Option A or Option B as set out in Section 6 below.</p>
<p>4. DIP Lender Partial Discharge</p>	<p>In connection with the completion of a transaction under a Credit Bid APA, the DIP Lender shall provide its consent to the discharge of the DIP Lender’s Charge in respect of the Property subject to the Credit Bid APA through the Credit Bid Vesting Order.</p>
<p>5. Acceptance and Closing of Credit Bids</p>	<p>Credit Bid APAs must be submitted to the Monitor on or prior to the First Mortgagee Credit Bid Option Deadline or the Second Mortgagee Credit Bid Option Deadline (as the case may be). The Monitor may accept the Credit Bid APA or request further information and detail, or provide comments back before acceptance.</p> <p>In order for a Credit Bid APA to be accepted by the Monitor (an “Accepted Credit Bid”) and completion of a transaction, the Monitor must be satisfied that:</p> <ul style="list-style-type: none">• the Credit Bid Purchaser has an Accepted Claim;• the Credit Bid APA meets the Credit Bid Criteria;• it provides for payment of the Allocated DIP Amount on closing to be paid by way of wire transfer, bank draft or other immediately available funds;• for each of the Properties listed in <u>Schedule “D”</u>, it provides

	<p>for either: (a) payment of applicable Equity Amount on closing to be paid by way of wire transfer, bank draft or other immediately available funds; or (b) payment of the Equity Amount and the granting of the Equity Charge, based on the Credit Bid Purchaser's selection of Option A or Option B as set out in Section 6 below; and</p> <ul style="list-style-type: none">• in the case of a Credit Bid APA submitted by a Second Mortgagee, that the Credit Bid APA provides for the full repayment on closing of the Accepted First Mortgagee Claim (to be paid by way of wire transfer, bank draft or other immediately available funds) and such Credit Bid APA has been consented to by the First Mortgagee. <p>For greater certainty, where both a First Mortgagee and Second Mortgagee submit Credit Bid APAs for the same Property, provided that the Second Mortgagee Credit Bid APA is an Accepted Credit Bid, the Second Mortgagee Credit Bid APA shall be the accepted bid for the Property.</p> <p>The Monitor shall seek approval from the Court of all Accepted Credit Bids within 10 business days after the Second Mortgagee Credit Bid Option Deadline (the "Credit Bid Vesting Order") or such other date as the Monitor may propose in consultation with the Lender Representatives.</p> <p>Accepted Credit Bid transactions shall be effected through the Credit Bid Vesting Order.</p> <p>A Credit Bid Purchaser (not including a purchaser under a Secondary Credit Bid) shall not have a Deficiency Claim in connection with the liquidation of the Portfolio Properties after completion of a transaction under its Accepted Credit Bid, without prejudice to any or all other rights and remedies it may have, including against any personal guarantors of its debt or any non-Applicant parties or other recovery procedures.</p>
<p>6. Equity Amount Determination (Properties listed in Schedule D)</p>	<p>The Monitor shall determine the Equity Amount through a proposed calculation methodology, which methodology shall be approved pursuant to the Exit Order.</p> <p>Credit Bids for Properties listed in Schedule D shall provide for, at the option of the First Mortgagee or Second Mortgagee submitting the Credit Bid, either (a) "Option A" - payment of the Equity Amount on closing; <u>OR</u> (b) "Option B" - upon the earlier of (i) the closing of any sale of the Property subsequent to the closing of the Credit Bid transaction; or (ii) 24 months from the date of closing of the Credit Bid transaction, the Credit Bid Purchaser shall pay the Equity Amount to (A) a Second</p>

	<p>Mortgagee in respect of any Accepted Second Mortgagee Claim (unless the Credit Bid is made by a Second Mortgagee); and thereafter (B) to the Pooled Account.</p> <p>Under Option B, in order to secure the obligation to pay the Equity Amount, the Applicants shall be granted a charge (the “Equity Charge”) pursuant to the Credit Bid Vesting Order to secure the obligation to pay the Equity Amount, provided that the Applicants may delete the Equity Charge off title of the Property upon application to the Land Registrar by the Applicants.</p>
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Portfolio Properties (Properties Not Subject to Credit Bids)	
<p>7. Interest Waiver Option</p>	<p>Lenders holding Accepted First or Second Mortgagee Claims may opt in writing to the Monitor to waive all but 4% of their entitlement to interest (whether accrued or future) in recognition of the hardship and harm of the Promissory Note Claimants and for the benefit of the Lender group as a whole.</p> <p>Where a Lender has provided an interest waiver letter, interest shall be calculated in accordance with such waiver for the purposes of this Term Sheet.</p>
<p>8. Priority of First Mortgage Recovery and Treatment</p>	<p>Accepted First Mortgagee Claims shall be treated as follows:</p> <ul style="list-style-type: none"> (i) all principal, interest, fees and costs shall be treated as principal and be paid out of Property Specific Net Sale Proceeds; and (ii) any Deficiency Claim shall be treated as an Unsecured Claim and paid on a pro rata basis in accordance with the Section entitled “Available Cash” below.
<p>9. Priority of Second Mortgage Recovery and Treatment</p>	<p>Subject to the payment of Accepted First Mortgagee Claims as set out above, Accepted Second Mortgagee Claims shall be treated as follows:</p> <ul style="list-style-type: none"> (i) all principal and interest owing at the Filing Date shall be treated as principal and shall be paid, to the extent available, out of Property Specific Net Sale Proceeds; and (ii) any Deficiency Claim shall be treated as an Unsecured Claim and paid on a pro rata basis in accordance with the Section entitled “Available Cash” below.
<p>10. Payment of</p>	<p>Subject to the payment of the secured portion of Accepted First Mortgagee Claims and Accepted Second Mortgagee Claims as</p>

Unsecured Claims	set out above, Unsecured Claims shall be entitled to be paid out of Available Cash, on a <i>pro rata</i> basis, the amount owing under such Claims as at the Filing Date until fully paid.
11. Net Operating Income	<p>Net Operating Income for all Portfolio Properties shall be paid into the Pooled Account.</p> <p>“Net Operating Income” shall consist of:</p> <ul style="list-style-type: none"> (a) rental or other income; <u>plus</u> (b) receipts in respect of Equity Amounts; <u>less</u> (c) Operating Expenses. <p>“Operating Expenses” shall include those operating expenses contemplated by the Cash Flow¹ and shall be updated by the CEO on not less than a quarterly basis, and shall include, for greater certainty: (a) interest on the Exit Financing; (b) CEO compensation; and (c) property management fees in respect of the Property Manager.</p>
12. Liquidation of Properties	<p>Upon disposition of a Portfolio Property, Property Specific Net Sale Proceeds shall be used to pay:</p> <ul style="list-style-type: none"> (a) First, the Allocated Exit Financing Amount shall be paid to the Exit Lender; (b) Second, to the Pooled Account, the Property Expense Reimbursement, if any; (c) Third, the applicable Accepted First Mortgagee Claim; (d) Fourth, the applicable Accepted Second Mortgagee Claim, if any; and (e) Lastly, in respect of any surplus, such amounts shall be deposited to the Pooled Account.
13. Conveyance of Properties	Conveyance of Portfolio Properties shall be effected by Court order or other efficient manner as may be contemplated by the Exit Order.
14. Secondary Credit Bid Option	In the event that an offer for the purchase of a Property is received and does not provide for the full repayment of the Accepted First Mortgagee Claim, prior to acceptance of any such offer, the First Mortgagee shall be given a 15 day option to credit bid for such

¹ The CEO, after consultation with the Creditor’s Committee and the Property Manager, and with the consent of the Exit Lender, will determine and develop a liquidation plan for the Portfolio Properties, and shall develop a cash flow projection based on such plan, which shall be updated from time to time.

	<p>Property in lieu of suffering a shortfall on its Accepted First Mortgagee Claim (a “Secondary Credit Bid”) and shall be entitled to a Deficiency Claim for the balance of its Accepted First Mortgagee Claim.</p> <p>Any Secondary Credit Bid must be submitted with an amount equal to the Property Expense Reimbursement payable on closing.</p>
<p>15. Exit Lender Partial Discharges</p>	<p>Upon receipt by the Exit Lender from a purchaser of a Property of the Allocated Exit Financing Amount, the Exit Lender shall provide a discharge of the Exit Lender’s Charge in respect of the Property.</p>
<p>16. Allocated Exit Financing</p>	<p>The Allocated Exit Financing Amount in respect of any individual Property shall include the aggregate of the following:</p> <ul style="list-style-type: none"> (a) the Allocated DIP Amount with such additions, if any, to reflect Exit Financing advanced pursuant to the Exit Facility, plus accrued and accruing interest thereon as that amount may be reduced from time to time by the disposition of Properties as contemplated in this Restructuring; plus (b) Property Specific Expenses paid during the CCAA Proceedings, to the extent not included in the Allocated DIP Amount.
<p>17. Available Cash</p>	<p>“Available Cash” shall mean, at any given time and only to the extent available, the aggregate of the amount of cash or cash equivalents in the Pooled Account, to be utilized as determined by the CEO (and subject to any appropriate reserves) including, without limitation in respect of distributions on Unsecured Claims.</p> <p>The CEO, in consultation with the Creditors’ Committee, may from time to time establish Disputed Claims reserves in respect of any outstanding Disputed Claims at the time of distributions. For greater certainty, “Available Cash” shall not include any Disputed Claims.</p>
<p>18. Additional Financing</p>	<p>The CEO may consider additional financing proposals to assist with the implementation of this Restructuring (“New 1L Credit Facility”). The quantum, terms and permitted use and proposed repayment of any New 1L Credit Facility would be agreed on by the CEO. Potential uses for such New 1L Credit Facility would include refinancing of the Exit Financing and/or the Accepted First Mortgagee Claims.</p> <p>The CEO may also pursue subordinated financing (“New 3L</p>

	<p>Credit Facility”) to the Accepted First Mortgagee Claims and Accepted Second Mortgagee Claims, which financing could be used, among other things, to provide earlier distributions of Available Cash.</p>
<p>19. Calculation and acceptance of Claims</p>	<p>The CEO shall establish a process for the reconciliation of Lender Claims related to the Portfolio Properties. Lender Claims shall be assessed and allowed based on the principles set out in <u>Schedule “E”</u> hereto.</p> <p>Any legal disputes with respect to the acceptance of a Lender Claim may be referred to a claims officer or other resolution process established by the CEO.</p>
<p>20. Proposed Restructuring Structure</p>	<p>Termination of CCAA Proceedings - The Applicants’ CCAA Proceedings shall be terminated pursuant an order of the Court, which order shall also contain provisions as set out in <u>Schedule “F”</u> hereto.</p> <p>Subordination of all Related Party Claims – All Related Party Claims shall be fully subordinated to all First Mortgagee Claims, Second Mortgagee Claims and Unsecured Promissory Note Claims.</p> <p>Absolute Priority - No Equity Claims (as defined in s.2 of the CCAA) shall be entitled to any distribution until all Claims have been paid in full.</p>
<p>21. Governance</p>	<p>The CCAA Proceedings shall be amended, terminated or converted such that the existing board of directors and management of the Applicants shall have no governing authority and the Monitor’s enhanced powers shall have been terminated pursuant to the Exit Order.</p> <p>A creditor committee of up to 7 members comprising of:</p> <ul style="list-style-type: none"> (a) 4 nominees of First Mortgagees (provided that any such nominee shall not also be an Unsecured Promissory Noteholder); (b) 1 nominee of Second Mortgagees; (c) 1 nominee of the Unsecured Promissory Noteholders; and (d) 1 nominee of the Lion’s Share Representative. <p>shall be established pursuant to the Exit Order to provide any guidance requested by the CEO to oversee the management of the Portfolio Properties with the purpose of enabling full transparency on the dealings and transactions affecting the Portfolio Properties</p>

	<p>in the course of the Restructuring (the “Creditors Committee”).</p> <p>The Creditors Committee shall govern in accordance with governance by-laws to be established by the Monitor and the proposed CEO in consultation with the Lender Representatives and approved pursuant to the Exit Order.</p>
22. Property Manager	<p>The Property Manager has been engaged and will be confirmed pursuant to the Exit Order and shall have the responsibilities and duties as set out in the Property Management Engagement Letter. The Property Manager’s fees shall be paid as Operating Expenses.</p>
23. Fees and Expenses	<p>The Secured Lender Representative Counsel, Unsecured Lender Representative Counsel and the Lions Share Representative (and its counsel) shall be entitled to be paid their reasonable fees and disbursements from the DIP Loan (at such intervals and amounts as approved by the Monitor in its sole discretion) in connection with this Term Sheet and the implementation of the Restructuring (including seeking of the Exit Order and negotiation of the definitive documents hereunder), provided that in respect the Lion’s Share Representative (and its counsel), such fees shall be capped at \$125,000 plus HST.</p>
24. Governing Law and Jurisdiction	<p>This Term Sheet and the Restructuring shall be governed by the laws of the Province of Ontario and the applicable laws of Canada therein. The Court shall have exclusive jurisdiction in respect of any disputes that may arise hereunder.</p>
25. Completion Date	<p>The targeted date for approval of this Term Sheet is on or before August 30, 2024, or such other date as may be agreed upon by the Monitor and the Lender Representatives.</p>

SCHEDULE “A” - Definitions

“**Accepted Claim**” means a Claim that has been accepted and verified by the Monitor, or by the CEO utilizing the procedures and principles set out in Schedule “E” herein, as a validly subsisting Claim against the Applicants, and includes Accepted First Mortgagee Claims, Accepted Second Mortgagee Claims and Accepted Unsecured Claims;

“**Accepted Credit Bid**” has the meaning defined in Section 5;

“**Allocated DIP Amount**” means the amount of the DIP Loan attributable to any individual Property as determined by the Monitor following consultation with the DIP Lender and Lender Representatives, and provided to a Credit Bid Purchaser forthwith after approval of these terms by the Court;

“**Allocated Exit Financing Amount**” means the amount of the Exit Financing attributable to any individual Property by the Exit Lender;

“**Applicants**” means the Applicants under the CCAA Proceedings;

“**Available Cash**” has the meaning defined in Section 17;

“**CCAA Proceedings**” means the proceedings commenced by the Applicants under the CCAA on January 23, 2024, bearing the Superior Court of Ontario Court No. CV-24-00713245-00 CL;

“**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“**Claim**” means: any right or claim of any Person against the Applicants (or any of them) in connection with any indebtedness, liability or obligation arising from a First Mortgagee Claim, Second Mortgagee Claim, Deficiency Claim or an Unsecured Claim in existence on the Filing Date, whether or not such right or claim is reduced to judgment, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Credit Bid Criteria**” has the meaning defined in Section 3;

“**Credit Bid Option**” has the meaning defined in Section 1;

“**Credit Bid Purchaser**” means a First Mortgagee or Second Mortgagee that completes a transaction under a Credit Bid APA;

“**Credit Bid Vesting Order**” has the meaning defined in Section 5;

“**Deficiency Claim**” means a Claim for any deficiency by a First Mortgagee or a Second Mortgagee following the sale of a Portfolio Property in accordance with the terms set out herein;

“**D&Os**” means, collectively and individually, all current and former directors and officers of the Applicants;

“**D&O Claims**” means any Claim held by the D&Os or any of them;

“**Disputed Claim**” means any Claim that has not been accepted by the Creditors’ Committee as an Accepted Claim, and “**Disputed Claims**” means all of them;

“**Disputed Claims Reserve**” means a reserve set aside by the CEO from any distribution in respect of Disputed Claims still under review or awaiting final resolution at the time of the making of any distribution;

“**Equity Amount**” means, for those Properties listed in Schedule “C”, the amount to be determined by the Monitor through a proposed calculation methodology which shall be approved pursuant to the Exit Order;

“**Equity Charge**” has the meaning defined in Section 6;

“**Exit Order**” means an order of the Court including the provisions as set out in Schedule “F” hereto;

“**First Mortgagee**” means a Lender holding an Accepted First Mortgagee Claim;

“**First Mortgagee Claim**” means the Claim of any Person holding validly subsisting security against the Property or any portion of it in priority to all other secured interests in such Property;

“**First Mortgagee Credit Bid Option Deadline**” means September 20, 2024;

“**Lender**” means any Person holding any of a First Mortgagee Claim, Second Mortgagee Claim or Promissory Note Claim;

“**Lender Representatives**” means the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion’s Share Representative;

“**Lenders’ Claims**” means collectively First Mortgagee Claims, the Second Mortgagee Claims and the Unsecured Promissory Note Claims;

“**Mortgagee Claims**” means First and/or Second Mortgagee Claims secured against Property or Properties;

“**Net Operating Income**” has the meaning defined in Section 11;

“**Operating Expenses**” has the meaning defined in Section 11;

“**Person**” means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever

designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;

“Pooled Account” means a consolidated account in respect of all Portfolio Properties which shall contain, among other things, (a) rental revenue for such Properties and (b) Property Specific Net Sale Proceeds, and which shall be used to pay Operating Expenses and other things as may be determined by the CEO;

“Portfolio Property” means a Property not sold pursuant to a Credit Bid APA;

“Promissory Note Claim” means the principal amount of Claims of any Person holding unsecured promissory notes issued by the Applicants or any of them;

“Property Expense Reimbursement” means, for any given Property, an amount equal to Property Specific Expenses (to the extent not included in the Allocated DIP Amount or the Allocated Exit Financing Amount) less revenues received in connection with the Property;

“Property Specific Expenses” means, during any particular period, any costs or expenses attributable to a specific Property;

“Property Specific Net Sale Proceeds” means the proceeds of sale of a Portfolio Property, net of sale and commission expenses;

“Related Party Claims” means all intercompany claims or claims of the Additional Stay Parties (or any company owned by an Additional Stay Party), the SID Companies (or any principal, subsidiary or affiliate of the SID Companies, including but not limited to Ryan Moloney, Aruba Butt, Robert Clarke and Ryan Suitor), Bronwyn Bullen or Sam Drage;

“Restructuring” means the restructuring contemplated in this Term Sheet;

“Second Mortgagee” shall mean a Lender with an Accepted Second Mortgagee Claim;

“Second Mortgagee Claim” means the Claim of any Person holding validly subsisting security against the Property or any portion of it, ranking behind First Mortgagee Claims;

“Second Mortgagee Credit Bid Option Deadline” for any given Property means 10 days after a First Mortgagee exercises its Credit Bid Option in respect of that Property;

“Secondary Credit Bid” has the meaning defined in Section 14;

“Unsecured Claim” means any Claims not secured on real or personal property and includes Promissory Note Claims and Deficiency Claims.

SCHEDULE “B” – Property Manager Engagement Letter

Attached.

THIS PROPERTY MANAGEMENT AGREEMENT made as of this **25th** day of **July 2024**.

B E T W E E N:

RICHMOND ADVISORY SERVICES INC., a corporation duly incorporated under the laws of the Province of Ontario, having its Registered Office in the Town of Markham, Ontario,

(Hereafter referred to as the “**Property Manager**”)

OF THE FIRST PART,

AND

BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

(Hereafter collectively referred to as the “**Company**”)

OF THE SECOND PART.

WHEREAS the Company owns the properties listed on Schedule “A” hereto (collectively referred to as the “**Property**”);

AND WHEREAS the Company commenced proceedings under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) pursuant to an initial order granted on January 23, 2024 (as amended and amended and restated from time to time, the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”);

AND WHEREAS KSV Restructuring Inc. (“**KSV**”) was appointed as CCAA monitor (in such capacity, the “**Monitor**”) of, *inter alia*, the Company pursuant to the Initial Order;

AND WHEREAS on June 25, 2024, the Court granted an order (the “**EMP Order**”) which, *inter alia*, empowered and authorized the Monitor to exercise any powers which may be properly exercised by a board of directors or any officers of the Company, including causing the Company to enter into agreements and engaging managers or property managers;

AND WHEREAS the Company desires to have the Property Manager manage the Property and the Property Manager has agreed to accept such appointment on the terms and conditions hereinafter set forth.

NOW THEREFORE IN CONSIDERATION of the sum of Two Dollars (\$2.00) paid by each of the parties to the other, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the Company hereby appoints the Property Manager, and the Property Manager accepts this appointment on the following terms and conditions as hereinafter set forth:

1. Term

- (a) The parties agree that this Agreement will take effect upon the granting of the Approval Order (as defined below).
- (b) This Agreement may be terminated by either party without cause upon giving the other party thirty (30) days' written notice.
- (c) Either party may terminate this Agreement based upon a material breach of this Agreement by the other party, provided, however, that the breaching party is given written notice of such breach and has not cured such breach within Ten (10) days after receiving such notice. A breach by the Company shall include, but not be limited to, the failure to make a payment when due.

2. Property Manager's Responsibilities

- (a) The Property Manager agrees to manage, and the Company authorizes the Property Manager to manage, the Property during the term of this Agreement in a faithful, diligent and honest manner and to enter into such contracts and agreements as may be necessary in the performance by the Property Manager of the duties as set out in Schedule "B" attached hereto (collectively referred to as the "**Services**").
- (b) Costs of repairs shall be paid by the Property Manager directly to the provider, provided that the Property Manager shall seek the prior written approval of the Company for any repairs costing in excess of \$5,000. Upon payment for any such repairs by the Property Manager, unless reimbursed pursuant to Section 7(f) hereunder, the Property Manager shall include such payment as a disbursement on its account (as hereinafter described) rendered to the Company. Alternatively, if mutually agreed to in writing by the Property Manager and the Company, the Property Manager shall specifically invoice the Company for reimbursement of its payment for the repairs, and the Company shall reimburse the Property Manager within thirty (30) days of receipt of such invoice. Failure to pay shall be considered a material breach of this Agreement and subject to the termination provisions set out in Section 1 hereunder.
- (c) In the event the Company directly contracts or subcontracts, as the case may be, any other person(s) or corporation(s) to undertake any work at the Property, the Property Manager shall not be responsible or liable for any damage or other loss affecting the Property caused by such person or corporation. Further, in the event of any such damage or other loss affecting the Property, the Property Manager shall have no obligation to repair any such damage or recover any such loss.
- (d) The Property Manager will keep books, accounts and records that reflect all revenues and rents and all expenditures incurred in connection with the management and operation of the Property. The Property Manager shall deposit all monies received in its capacity as Property Manager, including revenues or rents collected in connection with the Property, into segregated bank account(s) held by the Property Manager for the benefit of the Company. The Property Manager shall hold in trust for the Company and not commingle any such funds with any funds of any other clients or customers of the Property Manager. The Property Manager shall, on a monthly basis, remit any monies received in its capacity as Property Manager, including revenues or rents collected in connection with the Property, less deductions permitted pursuant to Sections 7(f) and (g) hereunder to the Company together with a detailed accounting and reconciliation of same.

- (e) The Property Manager will issue the following reports to the Company on a monthly and annual basis:
 - i) Operating statement
 - ii) Balance sheet
 - iii) Accounts receivable report
 - iv) Accounts payable report

All reports, both monthly and annually, shall be delivered to the Owner by no later than the 15th calendar day of every month

3. Inspection

- (a) The parties agree that if the Company requests an inspection of the Property by the Property Manager, such inspection shall involve a visual inspection only performed by direct observation of existing conditions at the time of inspection (the “**Inspection**”). Under no circumstances will the Property Manager move, relocate, adjust, shift or in any way reposition chattels, fixtures, inventory or any other items in order to conduct its Inspection. The Property Manager is not required and shall not dismantle any item or assembly to gain access to equipment, plant life, soil, ice or snow, insulation or other debris which obstructs access or hinders visibility for the purpose of completing the Inspection. The Property Manager’s report shall identify with sufficient description (and a photograph if possible) any obstruction that restricts a visual Inspection.
- (b) The parties agree that the Inspection is of a general nature and not that of a specialist. The Company acknowledges and agrees that it is aware of the limitations of this Inspection and has sought or will seek out further investigation or clarification by a specialist as it deems necessary to complete its assessment of possible adverse conditions or defects.
- (c) The Property Manager will use its best efforts to visually observe any environmental issues, including but not limited to, asbestos, radon, urea formaldehyde foam insulation, toxic or flammable chemicals, and/or soil contamination. This observation notwithstanding, the Company acknowledges and agrees that the Property Manager is not a qualified professional trained to identify possible environmental issues, adverse conditions or defects. The Property Manager recommends that the Company complete an environmental report by a certified environmental company. If the Company requires a thorough environmental inspection of the Property, for any reason, it shall be obligated to retain the services of a certified environmental inspector/assessor, at its own expense.
 - (d) The Property Manager will not, under any circumstances, perform any task, enter any area, or disturb any existing condition where, in the Property Manager’s judgment, damage could result, specialized safety equipment is required, or the safety of the person conducting the Inspection is endangered. The Property Manager’s report will contain a description (and photograph where possible) to confirm the presence of such unsafe conditions.

4. Property Manager's Liability:

- (a) The Property Manager shall not be responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property caused by:
 - 1. Inspectors, appraisers, contractors, realtors, prospective purchasers or tenants who are authorized to access the Property by anyone other than the Property Manager or those for whom it is in law responsible.
 - 2. Acts of third parties such as vandalism, theft, or other criminal acts.
 - 3. Freezing or leaking water pipes, unless any resulting damage, loss or liability has been caused by the negligence, breach, act, omission, fault or default of the Property Manager or those for whom it is in law responsible.
 - 4. Any dangerous condition or environmental condition on the Property, pre-existing or current, unless any resulting damage, loss or liability has been caused by the negligence, breach, act, omission, fault or default of the Property Manager or those for whom it is in law responsible; or
 - 5. The Property's non-compliance with any law or ordinance, unless any resulting damage, loss or liability has been caused by the negligence, breach, act, omission, fault or default of the Property Manager or those for whom it is in law responsible.
- (b) The Property Manager is not responsible or liable in any manner for:
 - 1. Any late fees or other charges the Company owes to any creditor caused by late or insufficient payments by any tenant in the Property; or
 - 2. Damages to the Company caused by a tenant's breach of lease.
- (c) The Property Manager is not responsible or liable for any contracts or obligations related to the Property (for example, maintenance, service and repair agreements) entered into before the date of this Agreement by the Company or anyone on their behalf.
- (d) The Property Manager shall not be liable to the Company with respect to the operation of the Property or as a result of any damage or other loss affecting the Property, or for any error in judgment or for anything which it may do or refrain from doing, unless any resulting damage, loss, injury or liability has been caused by the negligence, breach, act, omission, fault or default of the Property Manager or those for whom it is in law responsible.
- (e) The Property Manager shall not be liable to the Company for failure to perform any of the obligations set forth in this Agreement if such failure is occasioned by or results from destruction or damage to the Property by fire, strike, lockout, a civil commotion or disturbance, an act of God, or any other act or cause which is beyond the reasonable control of the Property Manager, except if due to the negligence, breach, act, omission, fault or default of the Property Manager or those for whom it is in law responsible.

5. Authorized Expenditures of Non-Budgeted Items

- a) In the event of an emergency (which shall be determined in the Property Manager's discretion), the Property Manager shall take such steps as it deems appropriate in its discretion to prevent further damage to the Property and/or harm to its occupants. The Property Manager shall attempt to contact the Company for instructions with respect to any expense that exceeds Five Thousand (\$5,000.00) Dollars; however, if the Company cannot be reached to approve such expense, the Property Manager shall, in its sole and absolute discretion and as the Company's agent, use its commercially reasonable judgment in approving such expense.
- b) The Property Manager agrees to cover the cost of any non-budgeted items over and above Seven Hundred and Fifty (\$750.00) Dollars on an emergency basis, provided that the Company reimburses the Property Manager with Five (5) business days of receipt of written evidence that such cost was incurred.
- c) The Property Manager shall have the authority, without consultation with the Company, to install or replace smoke and carbon monoxide detectors at the Company's expense and shall inform the Company as these expenses are incurred.

6. Subcontracting of Services

- (a) The Company acknowledges and agrees that the Property Manager may subcontract any one or more of the Services to a service provider, provided that the Property Manager shall obtain the prior written approval of the Company for any such Services costing in excess of \$5,000.00. The Company and the Property Manager agree that subcontracting any one or more of the Services shall not relieve either party of its obligations or duties under this Agreement.
- (b) The parties hereto acknowledge and agree that the Property Manager is responsible to remove snow and de-ice the Property (the "**Winter Services**"), and that the Property Manager may subcontract the Winter Services to a corporation or individual providing such services (the "**Winter Services Subcontractor**"). The terms of the subcontract shall require the Winter Services Subcontractor to attend the Property no later than 12 hours after the completion of a snowstorm, provided the Winter Services Subcontractor shall only be required to attend the Property if snow accumulation exceeds the accumulation required to be cleared as per City By-Laws during a 24-hour period.
- (c) In the event that a driveway or parking area is partially or wholly obstructed by a car or any other vehicle or object, snow will only be removed from the section of the driveway or parking area that is accessible to the Winter Services Subcontractor.
- (d) Though the Winter Services Subcontractor shall use its best efforts to attend the Property as stated herein, the Company hereby acknowledges and agrees that there may be circumstances (including but not limited to reduced driving visibility, equipment failure, inaccessibility to the Property or circumstances beyond the Winter Services Subcontractor's control) which may delay the Winter Services Subcontractor's attendance at the Property, in which case the Winter Services Subcontractor shall attend the Property as soon as is reasonably possible in the circumstances.
- (e) The Company hereby covenants not to hold the Property Manager liable for any damages caused or losses suffered by the Company with respect to any of the following:
 - i. General debris, loose paving materials, gravel or ice being struck, lifted or displaced by snow removal equipment.

- ii. Protrusions or objects hidden by snow accumulation being struck by snow removal equipment, including but not limited to: sod, raised beds, plant material, interlocking pavers, flagstone, cobblestone or any other alternative driveway surface, curbing, fencing, fixtures, lawn ornaments and retaining walls and any damage to the aforementioned materials or objects or temporary loss of use or enjoyment of the Property as a result of such damage;
- (f) Any liability of the Property Manager or the Winter Services Subcontractor shall be limited only to damage to the Property or persons on the Property at the time of occurrence of such incident giving rise to the liability and shall be further limited to only those losses or damages suffered as a direct result of the acts or omissions of the Property Manager or the Winter Services Subcontractor.

7. Compensation

- (a) As compensation for the Services rendered by the Property Manager, the Company agrees to pay the Property Manager the fees set out in Schedule "C" attached hereto, as may be mutually amended between the parties from time to time in writing (the "**Compensation**"). The Company acknowledges and agrees that the fees listed in Schedule "C" are exclusive of Harmonized Sales Tax or similar taxes and that payment of such taxes shall be in addition to the Property Manager's fees.
- (b) If the Company requests services of the Property Manager in addition to the Services agreed to in paragraph 2 of this Agreement, the Property Manager shall advise the Company of the resulting cost and shall obtain the Company's written approval prior to performing such additional services (the "**Additional Services**").
- (c) Within fifteen (15) business days after the end of each month, the Property Manager shall render an account of its Services and Additional Services, as the case may be, to the Company.
- (d) The Company acknowledges and agrees that invoices are due within 10 days of the account being rendered.
- (e) The Company agrees that its payment obligations arising before termination of this Agreement shall survive termination of this Agreement.
- (f) The Property Manager is authorized to pay for all compensation, repairs, maintenance and utility costs permitted pursuant to this Agreement out of revenues collected and submit the net remaining revenues to the Company, monthly, subject to subparagraph (g).
- (g) The Company allows the Property Manager to retain up to a maximum of \$50,000 as an operating fund before submitting net remaining revenues to the Company.
- (h) The Property Manager acknowledges and agrees that all obligations to make payments or reimbursements to the Property Manager under this Agreement, including the payment of the Compensation and reimbursement of costs, shall be obligations of the Company exclusively and under no circumstances shall the Monitor have liability for such payments or reimbursements.

8. Insurance

- (a) The Company agrees to maintain the current liability insurance in place with respect to the Property as disclosed to the Property Manager prior to entering into this Agreement.
- (b) Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall the Property Manager be liable to the Company for the amount of any loss or damage to the Property or its contents, against which the Receiver is insured and thereby entitled to indemnification from its insurer(s), but only to the extent of such indemnification actually received by the Company.

9. Services

The Property Manager shall not be required or obligated by this Agreement to provide any services in addition to the Services specifically mentioned in this Agreement or the Schedules attached hereto.

10. Court Approval

The parties' obligations under this Agreement shall be conditional, and shall only take effect, upon approval of this Agreement by the Court (the "**Court Approval**").

11. Termination

On termination of this Agreement in accordance with Section 1 hereunder:

- (a) The Property Manager shall, within thirty (30) days thereafter, render a final accounting to the Company.
- (b) The Property Manager shall immediately surrender to the Company all lease agreements and other files, records, contracts and information which may be requested by the Company and which are pertinent to the continuing operation of the Property, subject to the proviso that the Property Manager may retain copies of any documents and information which the Property Manager, acting reasonably, is of the opinion that it should retain to support or verify its actions during the currency of this Agreement.
- (c) The Company may, in its sole discretion, assume the obligations of any and all contracts which the Property Manager has *bona fide* entered into for the purpose of arranging the Services to be provided pursuant to this Agreement.

12. Assignment

- (a) The Company agrees not to assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the Property Manager, which consent will not be unreasonably withheld.
- (b) The Property Manager agrees not to assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company acknowledges and agrees that the Property Manager may subcontract any one or more of the Services to service providers in accordance with this Agreement.

No such assignment or delegation by either party will relieve it of its obligations or duties under this Agreement.

13. Notices

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice is accepted by the party to whom it is given, and shall be given by being delivered by hand or by overnight mail or other overnight delivery service to the addresses set forth herein (with a copy by email):

To the Company:
c/o KSV Restructuring Inc., in its capacity as monitor of the Company
220 Bay Street, 13th Floor
Toronto, ON, M5J 2W4
Attention: Noah Goldstein/David Sieradski
Email: ngoldstein@ksvadvisory.com / dsieradzki@ksvadvisory.com

To the Monitor::
KSV Restructuring Inc., in its capacity as monitor of the Company
220 Bay Street, 13th Floor
Toronto, ON, M5J 2W4
Attention: Noah Goldstein/David Sieradski
Email: ngoldstein@ksvadvisory.com / dsieradzki@ksvadvisory.com

To the Property Manager:
Richmond Advisory Services Inc.
60 Renfrew Drive Suite 360
Markham Ontario
L3R 0E1
Email: amehta@richmond-team.com

14. No Legal Advice, Tax Advice or Responsibility for Non-Compliance

- (a) The Company hereby acknowledges and agrees that the Property Manager is not engaged in the practice of law and does not provide legal advice or legal services. Further, the Company hereby acknowledges having been advised by the Property Manager not to act upon any information it may receive from the Property Manager without seeking professional legal advice.
- (b) The Company hereby acknowledges and agrees that the Property Manager does not provide tax advice. Further, the Company hereby acknowledges having been advised by the Property Manager not to act upon any information it may receive from the Property Manager without seeking professional accounting or tax advice.
- (c) The Company hereby acknowledges and agrees that the Property Manager shall not be liable if the Property does not comply with building codes, zoning by-laws, fire codes, electrical safety codes, and any other relevant statutes or regulations, and the Property Manager has no obligation or responsibility to determine or ensure compliance with same.

15. Capacity of Monitor

- (a) The Property Manager acknowledges and agrees that the Monitor is executing this Agreement, in its capacity as Monitor and not in its personal or corporate capacity, on behalf of the Company in accordance with the Monitor's authority under the EMP Order it and that KSV and the Monitor, and their officers, directors, partners, managers, contractors, shareholders, advisors (including legal counsel), agents, and employees, shall have no personal or corporate responsibility or liability under this Agreement.
- (b) Notwithstanding anything to the contrary in this Agreement, the Property Manager shall engage directly and exclusively with the Monitor (and its counsel) on behalf of the Company on all matters related to this Agreement and the performance of the Property Manager's duties, obligations and covenants hereunder. Without limiting the foregoing, any information, communication or notices that are required to be provided to the Company under this Agreement shall be provided to the Monitor on the Company's behalf and any consents, agreements or approvals to be provided by the Company under this Agreement shall be provided by the Monitor on the Company's behalf pursuant to the EMP Order.

16. General Contract Provisions

- (a) If any term or provision of this Agreement or any portion of a term or a provision hereof or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such terms or provisions or a portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement and each portion thereof shall be valid and enforced to the fullest extent permitted by law.
- (b) Neither party shall be responsible if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by riots, wars, acts of enemies, acts of terrorism, national emergency, strikes, floods, fires, acts of God, or by any other cause not within the control of the party whose performance is interfered with including the unavailability of Subcontractors to perform any one or more of the Services on behalf of the Property Manager, where such unavailability is directly caused by one or more of the circumstances referenced in this subparagraph.
- (c) This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to the exclusive jurisdiction of the Court to adjudicate any disputes arising from or relating to this Agreement.
- (d) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- (e) This Agreement may be amended, modified, superseded or canceled, and any of the terms herein contained may be waived, only by written instrument executed by the parties hereto or, in the case of a waiver, by the parties so waiving.
- (f) The failure of any party hereto at any time or times to require performance of any provisions hereof shall in no manner affect the right of such party to require such performance at a later time.

- (g) Words importing the singular number only shall include the plural and vice versa, words importing a specific gender shall include the other genders and reference to persons shall include all corporations and one or more persons, their heirs, executors, successors, administrators or assigns as the case may be.
- (h) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and assigns.
- (i) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Remainder of page intentionally blank.

IN WITNESS WHEREOF the parties duly attested to by the hands of their proper signing officers in that behalf as of the day and year first above written.

RICHMOND ADVISORY SERVICES INC.

Per:

Arun Mehta

Name: **Arun Mehta**

I have authority to bind the Corporation.

BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC. HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC., by KSV Restructuring Inc., in its capacity as monitor and not in its personal or corporate capacity

Per:



Name: Noah Goldstein, Managing Director

I have authority to bind the Corporation.

Schedule "A"

Property

The parties agree that the list of properties is set out in the document titled: "KSV SID List of Real Property 7 8 2024.xlsx[.]" The list of properties is subject to change consistent with the notice requirements for termination in Section 1 of the Agreement.

Arun Mehta

Schedule "B"

Services

In addition to the services contemplated in the pages of this agreement prior to Schedule B, the services shall include:

- Collection of rents and follow up on delinquent tenants
- Collection and recording of security deposits and processing and payment of security deposit refunds
- Payment of operating expenses
- The negotiating of rentals for the residential units; the amount of asking and agreed upon rentals shall be subject to the Company's prior written approval
- Preparing and negotiating residential leases.
- Endeavor to market the residential units for lease
- Processing rental increases
- Provide regular inspection and supervision of the units
- Establish lease rates and adjust to market conditions
- Prepare annual operating budgets
- Implement preventative maintenance programs
- Administer tenant relations
- Execute, as agent of the Company, all lease documents, provided the business terms thereof and the form of such lease documents have been approved by the Company
- Report to the Company with respect to any default by any tenant of the Property (such reports with respect to residential tenants to be in the Property Manager's monthly reports)
- Arrange for the repair and maintenance of the property, as required from time to time

Schedule “C”

Richmond Advisory Services Inc. - Property Management Services and Pricing Schedule

Fee Structure

Item	Description	Fee
1	Property Management Fee	6% of rent collected

Capital Project Fees

Item	Project Value	Fee
1	\$0 - \$350,000.00	6%
2	\$350,000.00 - \$700,000.00	4%
3	\$700,000.00 and up	3%

RAS provided a fee structure for capital projects as there maybe multi residential sites within the portfolio which needs to be confirmed.

Assumptions

RAS will not be managing the golf course that is not in operation unless requested. Additional fees would be applicable.

Additional Service Fees

One month’s rent to lease a home.

An RAS rental fee of \$500 to rent an individual unit (the unit must be a legal unit to be rented).

All rental advertising costs.

Courier fees.

Travel costs if travel has been requested.

Due to the amount of vacant homes, there would be a monthly PM fee of \$150 per month per home as we are administering utility re-routes and payment and many other administrative tasks, and the coordination of vendor management services.

Services	Pricing
Inspections	\$50 per property
Inspections for multi-unit property	\$35 per unit
Initial property report with pictures and recommendations and six-month report for a single-family home	\$150 each

Lock changes	Quote required
Cleaning and removal of debris	Quote required
Winterization of property (single family home)	\$145
De-winterization of property (single family home)	\$125
Winterization of well & septic (if required)	Quote required
Winterization of pools, hot tubs, mobile homes	Quote required
Repairs and maintenance	Quote required
Installation of smoke & Carbon Dioxide detectors	Quote required
Snow removal	Quote required
De-Icing and salting Application	Quote required
Grass cutting	Quote required
Spring and Fall Clean Up	Quote required
Labour rate	\$55 per hour
Eviction Services (on-premises attendance)	\$55 per hour
Tenant Acknowledgement Form (preparation & delivery)	\$25 per Tenant
Certificate of Services (preparation & delivery)	\$25 per Tenant

Serve Notice of Termination N4 (preparation & delivery)	Paralegal fees would be applicable
Application to Tribunal or related court filings (preparation & submission)	Paralegal fees would be applicable
<i>Mileage costs could be applicable for rural properties</i>	

SCHEDULE “C” – Form of Credit Bid APA

Attached.

SCHEDULE “D” – List of Properties Subject to an Equity Amount

Schedule D

List of Equity Amount Properties

49 Dale Ave	Timmins	ON, P4N 1X6
101 Dixon St	Timmins	ON, P0N 1C0
389 Tamarack Street	Timmins	ON, P4N 6R5
381 Eva Ave	Greater Sudbury	ON, P3C 4N2
156 Cameron Street N	Timmins	ON, P4N 5B9
432 Ann Avenue	Timmins	ON, P4N 4V4
28 St. Georges Avenue East	Sault Ste. Marie	ON, P6B 1W7
75 Elm Street	Timmins	ON, P4N 1W5
43 Crescent Ave	Timmins	ON, P4N 4H9
45 Woods St	Kirkland Lake	ON, P2N 3E2
465 Pine St South	Timmins	ON, P4N 6E6
290-292 Spruce	Timmins	ON, P4N 2M9
257 Ratter Lake Road	Markstay	ON, P0M 2G0
47 Queen St	Kirkland Lake	ON, P2N 2R1
387 North Street	Sault Ste. Marie	ON, P6B 2A9
155 Wallace Terrace	Sault Ste. Marie	ON, P6C 1K2

SCHEDULE “E” – Claims Assessment Principles (Liquidation of Portfolio Properties)

Timeline

A timeline and process for the calling of and reconciliation of Claims (other than claims of First Mortgagees and Second Mortgagees submitting Credit Bid APAs) shall be established by the CEO in order to facilitate the distribution of Available Cash.

Mortgagee Claims

First Mortgagees and Second Mortgagees shall submit all relevant mortgage documentation, including evidence of advance(s) made and outstanding balance statement (“**Mortgagee Claims Package**”).

The Mortgagee Claims Package shall be reviewed by the CEO or as it may delegate.

Provided that the CEO is satisfied with the First Mortgagee’s (a) registered mortgage; (b) amounts advanced and unpaid; (c) calculation of payout (including interest thereon), it shall be accepted as an Accepted First or Second Mortgagee Claim without requirement for further proof or evidence.

Other than the Related Parties, no Mortgagee Claim shall be disallowed on the basis of subordination and shall be assessed solely as provided for herein.

Unsecured Promissory Noteholder Claims

Unsecured Promissory Noteholders shall submit to the CEO (the “**Noteholder Claims Package**”):

- a summary of note claims including amounts owed thereunder broken down by principal, interest and fees;
- evidences of any advances made, assignments, renewals or otherwise to evidence the indebtedness owing under the notes; and
- all relevant note documentation.

Noteholder Claims Packages shall be reviewed by the CEO or as it may delegate.

Provided that the CEO is satisfied with the amount of the note, the evidence of indebtedness and calculation of outstanding balance, it shall be accepted as an Accepted Unsecured Promissory Note Claim, without requirement for further proof or evidence;

Other than the Related Parties, no Unsecured Promissory Noteholder Claim shall be disallowed on the basis of subordination and shall be assessed solely as provided for herein.

Other Unsecured Claims

[need a mechanism for this]

[NTD: consider fair and efficient process for reconciliation of noteholder claims – should there be a note reconciliation manager that is retained.]

SCHEDULE “F” – Exit Order Terms

The Exit Order shall be in form and substance acceptable to the Monitor, the Exit Lender, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion’s Share Representative and shall include the following provisions:

1. Approval of the following:
 - (a) term sheet and the Restructuring
 - (b) Property Manager Engagement Letter
 - (c) Equity Amount methodology
2. Matters pertaining to the CEO and the Creditors’ Committee:
 - (a) CEO Engagement Letter
 - (b) Authorization of powers and responsibilities of the CEO
 - (c) Appointment of the Creditors’ Committee
 - (d) Approval of the governance By-Laws
3. Matters pertaining to the Exit Financing Term Sheet:
 - (a) Approval of the Exit Financing Term Sheet
 - (b) Granting of a first priority charge on all Portfolio Properties (the “**Exit Financing Charge**”)
4. CCAA Proceedings:
 - (a) Termination of the SISP;
 - (b) Approval of the Equity Charge (which may also be contained in the Credit Bid Vesting Order);
 - (c) Termination or transition of the CCAA Proceedings following completion of all transactions under Credit Bid APAs;
 - (d) Discharge of the Administration Charge and the DIP Lender’s Charge;
 - (e) Discharge of the Monitor upon the filing of a Monitor’s Certificate;
 - (f) Releases in favour of the Monitor (and its counsel), the Exit Lender (and its counsel) and the Lender Representatives;

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Without Prejudice
Draft***

- (g) Provide for a standstill, subordination and injunction against the commencement of any claims, actions, suits or demands in respect of the Properties and prohibition against registration of any notices or otherwise on title in respect of any such Claims prior to the termination of the CCAA Proceedings; and
- (h) Provide that the notwithstanding the termination of the CCAA Proceedings, any party may seek direction and relief in Court File No. CV-24-00713425-00CL in connection with the Restructuring.

Appendix “G”



**Seventh Report of
KSV Restructuring Inc.
as CCAA Monitor of Balboa Inc.,
DSPLN Inc., Happy Gilmore Inc.,
Interlude Inc., Multiville Inc.,
The Pink Flamingo Inc.,
Hometown Housing Inc.,
The Mulligan Inc.,
Horses In The Back Inc.,
Neat Nests Inc. and
Joint Captain Real Estate Inc.**

August 23, 2024

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COURT FILE NO.: CV-24-00713245-00CL

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC.**

**SEVENTH REPORT OF KSV RESTRUCTURING INC. AS
MONITOR**

AUGUST 23, 2024

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on January 23, 2024 (the "Initial Order"), Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "Applicants" and each an "Applicant") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and KSV Restructuring Inc. was appointed monitor of the Applicants (in such capacity, the "Monitor").
2. The Applicants together with certain non-Applicant related entities, including SIDRWC Inc. o/a SID Developments ("SID Developments"), SID Management Inc. ("SID Management") and 2707793 Ontario Inc. o/a SID Renos ("SID Renos" and together with SID Developments and SID Management, the "SID Companies"), are part of a group of companies (collectively, the "Company") involved in the acquisition, renovation and leasing of distressed residential real estate in undervalued markets throughout Ontario (the "Business").
3. In the Applicants' materials filed in support of the Initial Order, they provided that the principal purpose for commencing these CCAA proceedings was to create a stabilized environment to enable the Applicants to preserve and maximize value for their stakeholders and provide the stability and liquidity necessary to complete value accretive renovations to their portfolio of residential homes (the "Portfolio"), including by securing debtor-in-possession ("DIP") financing, in order to pursue a comprehensive refinancing or restructuring transaction and implement a consensual plan of compromise or arrangement while continuing operations in the ordinary course of business.

4. Pursuant to the Initial Order, the Court, among other things:
 - a) granted a stay of proceedings until February 2, 2024 (the “Stay Period”) in respect of the Applicants, the Monitor, the Business and the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Applicants’ Property”) and three of the Applicants’ directors and officers, being Aruba Butt, Dylan Suitor and Ryan Molony (the “Additional Stay Parties”);
 - b) appointed Chaitons LLP (“Chaitons”) as representative counsel (the “Secured Lender Representative Counsel”) to all of the Applicants’ secured creditors (the “Secured Lenders”) and unsecured promissory noteholders (the “Unsecured Lenders”) and approved a mechanism by which a committee of up to six parties would be formed to instruct Secured Lender Representative Counsel (the “Secured Lender Representatives”); and
 - c) granted a charge (the “Administration Charge”) in the amount of \$750,000 on the Applicants’ Property to secure the fees and disbursements of the Monitor and its legal counsel, Cassels Brock & Blackwell LLP (“Cassels”), the Applicants’ legal counsel, Bennett Jones LLP (“Bennett Jones”), and Secured Lender Representative Counsel.
5. On January 31, 2024, the Court granted an amended Initial Order which, among other things:
 - a) extended the Stay Period to February 16, 2024;
 - b) approved the Applicants’ ability to borrow under a DIP credit facility (the “DIP Facility”) pursuant to a DIP Agreement dated January 26, 2024 (the “DIP Agreement”) between the Applicants and Harbour Mortgage Corp. (the “DIP Lender”) and granted a charge in favour of the DIP Lender in the maximum amount of \$4 million (plus interest, fees and expenses) to secure the Applicants’ obligations under the DIP Agreement and DIP Facility (the “DIP Lender’s Charge”);
 - c) increased the maximum amount of the Administration Charge from \$750,000 to \$1 million; and
 - d) authorized the Applicants to pay certain amounts owing to suppliers for goods and services supplied to the Applicants prior to the date of the Initial Order, subject to the consent of the Monitor.
6. Pursuant to an Amended and Restated Initial Order granted on February 15, 2024 (the “ARIO”), the Court, among other things:
 - a) extended the Stay Period to March 28, 2024;
 - b) increased the maximum amount of the Administration Charge to \$1.5 million;
 - c) increased the maximum amount of the DIP Facility and the DIP Lender’s Charge to \$12 million (plus interest, fees and costs);

- d) amended the scope of Secured Lender Representative Counsel's mandate by removing the Unsecured Lenders such that the group of creditors represented by Secured Lender Representative Counsel includes only the Secured Lenders; and
 - e) directed and empowered the Monitor to (i) conduct an investigation into the use of funds borrowed by the Applicants, pre-filing transactions conducted by the Applicants and/or their principals (the "Principals") and affiliates, and such other matters as may be requested by the Lender Representatives and agreed by the Monitor, in each case, to the extent such investigation relates to the Applicants' Property, the Business or such other matters as may be relevant to the proceedings herein as determined by the Monitor (the "Investigation"), and (ii) report to the Secured Lender Representatives and the Court on the findings of such investigation as the Monitor deems necessary and appropriate.
7. Pursuant to a Second Amended and Restated Initial Order granted on March 28, 2024 (the "Second ARIO"), a copy of which is attached as Appendix "A", the Court, among other things:
- a) extended the Stay Period to April 30, 2024; and
 - b) appointed Goldman Sloan Nash & Haber LLP as representative counsel (the "Unsecured Lender Representative Counsel") to the Applicants' unsecured lenders other than (i) The Lion's Share Group Inc.¹ ("Lion's Share") and (ii) any other unsecured lenders directly or indirectly controlled by, or under common control or otherwise affiliated with, Lion's Share or its principal, Claire Drage.
8. On April 12, 2024, the Court granted an Order (the "SISP Approval Order"), which, among other things:
- a) extended the Stay Period to June 24, 2024;
 - b) approved a sale and investment solicitation process ("SISP"); and
 - c) approved the Applicants' engagement of Howards Capital Corp. ("HCC") and CBRE Limited ("CBRE" and jointly with HCC, the "SISP Advisors").
9. On June 25, 2024, the Court granted two Orders (the "Expanded Powers Order" and the "the Ancillary Order"), which, among other things:
- a) expanded the Monitor's powers over the Applicants, including removing the Principals' decision-making authority over the Applicants, as more fully discussed in section 1.1 below;

¹ On March 16, 2024, Lion's Share filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*. The Fuller Landau Group Inc. ("Fuller Landau") was appointed as proposal trustee. On April 3, 2024, Lion's Share was placed into receivership and bankruptcy proceedings. Fuller Landau is the receiver and licensed insolvency trustee administering Lion's Share's receivership and bankruptcy proceedings (in such capacities, the "Lion's Share Representative").

- b) provided for a process for the Monitor to transition the Applicants' property and other management service providers from the SID Companies (as defined in the Expanded Powers Order) as determined necessary by the Monitor;
- c) extended the Stay Period to July 31, 2024;
- d) extended the stay of proceedings in respect of the Additional Stay Parties pursuant to paragraph 14 of the Second ARIO during the Transition Period (as defined in the Expanded Powers Order) to be automatically terminated upon the issuance of the Monitor's Transition Period Termination Certificate (as defined in the Expanded Powers Order);
- e) provided that, until the issuance of the Monitor's Transition Period Termination Certificate, no Proceeding shall be commenced against or in respect of any of the SID Companies, or their respective employees, advisors or representatives, or affecting their respective business or property, except with the prior written consent of the Monitor and the SID Companies, or with leave of this Court;
- f) provided that none of the Applicants, the SID Companies and/or their respective principals and affiliates shall be required to take any further steps in connection with, or respond to any requests made pursuant to, paragraph 41(k) of the ARIO, but without derogating from any other obligations of any Person under the Second ARIO; and
- g) provided that, during the Transition Period, each of the Additional Stay Parties shall provide the Monitor with notice of the earlier of (i) seven (7) business days prior to any closing date and (ii) the listing date, for the sale of any real property owned, directly or indirectly, by the applicable Additional Stay Party, subject to certain express exceptions.

Copies of the Expanded Powers Order and the Ancillary Order are attached as Appendix "B".

10. On July 31, 2024, the Court granted an Order, which, among other things:
 - a) extended the Stay Period to August 31, 2024; and
 - b) approved a form of Property Management Agreement (the "PMA") with Richmond Advisory Services Inc. ("Richmond") pursuant to which the property management services for the Portfolio would be transitioned from the SID Companies to Richmond. The PMA was finalized on August 8, 2024 and the transition process is presently ongoing.

1.1 Investigation

1. On June 11, 2024, the Monitor served on the Service List a redacted version of its Fourth Report to Court (the "Fourth Report"), which summarized the results of the Investigation.

2. The Investigation identified, among other things:
 - a) questionable transfers from the Applicants to the Principals, affiliated entities and third parties without any apparent benefit to the Business;
 - b) questionable dividend payments or repayment of amounts identified as shareholder loans;
 - c) a pervasive lack of proper record keeping, particularly for a business with assets and liabilities with a book value in the hundreds of millions of dollars; and
 - d) a myriad of other deficient business practices.
3. On June 14, 2024, Secured Lender Representative Counsel brought a motion, supported by the Monitor, the Unsecured Lender Representative Counsel and the Lion's Share Representative, seeking the Expanded Powers Order in order to expand the Monitor's powers in respect of the Applicants and removing the Principals' decision-making authority. The Applicants initially objected to the motion, but subsequently consented to the Expanded Powers Order.

1.2 Purposes of this Report

1. The purposes of this report ("Report") are to:
 - a) provide an update on the status of these CCAA Proceedings since the issuance of the Monitor's Sixth Report to Court dated July 24, 2024 (the "Sixth Report");
 - b) summarize the terms of a restructuring term sheet (the "Term Sheet") negotiated among the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, the principal purpose of which is to outline the terms and conditions for the sale and/or liquidation of the Portfolio and recovery for secured and unsecured lenders in accordance with their respective priorities and entitlements;
 - c) summarize the Applicants' cash flow forecast (the "Cash Flow Forecast") for the period September 1, 2024 to October 31, 2024 (the "Forecast Period") and the need for a \$3 million increase to the DIP Facility and the DIP Lender's Charge;
 - d) summarize the fees and disbursements of the Monitor and Cassels from June 1, 2024 to and including July 31, 2024; and
 - e) recommend that the Court issue an Order, among other things:
 - approving the Term Sheet and authorizing and directing the Monitor to carry out its obligations under the Term Sheet, including, without limitation, facilitating the negotiation and settlement of the transactions contemplated therein and finalizing all documentation reasonably necessary to carry out such transactions, provided that nothing in the Order shall constitute an approval of any specific transaction or

agreement contemplated by the Term Sheet, all of which shall be subject to further approval by the Court;

- approving the DIP Amendment Agreement (as defined below) and increasing the maximum amount of the DIP Facility and the DIP Lender's Charge from \$12 million to \$15 million (plus interest, fees and costs);
- extending the Stay Period to October 31, 2024;
- approving the fees and disbursements of the Monitor and Cassels for the period June 1 to July 31, 2024; and
- approving this Report and the Monitor's activities summarized herein.

1.3 Restrictions

1. In preparing this Report, the Monitor has relied upon the unaudited financial information of the Applicants, the Applicants' books and records and discussions with representatives of the Applicants.
2. KSV has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, KSV expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.4 Currency

1. Unless otherwise noted, all currency references in this Report are in Canadian dollars.

2.0 Background

1. The Applicants are Canadian privately-held corporations that are the principal owners of the Company's rental units and the residential properties on which they are situated.
2. The Applicants have disclosed ownership in 406 residential properties (collectively, the "Properties") containing 631 rental units, of which 456 are tenanted, as well as a non-operating golf course. The Properties are located in tertiary markets in Ontario, including Timmins, Sault Ste. Marie, Sudbury, Kirkland Lake, Capreol, Temiskaming

Shores and Val Caron. A summary² of the Properties disclosed by the Applicants is provided below.

Location	Number of Occupied Units	Number of Unoccupied Units	Total
Timmins	220	70	290
Sault Ste. Marie	135	65	200
Sudbury	66	12	78
Other	35	28	63
Total	456	175	631

3. The Applicants' principal stakeholders are their first and second mortgagees, which are owed approximately \$81.5 million and \$8.6 million, respectively. The Applicants have advised the Monitor that they believe the amount owing to the Unsecured Lenders is significantly less than the amount initially provided by Ms. Drage, being approximately \$54.2 million. The Applicants' creditor listings reflect obligations owing to Lion's Share totalling approximately \$39.2 million.
4. Court materials filed in these proceedings, including the Affidavits of Robert Clark and the Monitor's reports, set out detailed information with respect to the Applicants' Business, property and creditor composition. All Court materials are available on the Monitor's website at the following link: <https://www.ksvadvisory.com/experience/case/sid> (the "Case Website").

3.0 Update on Proceedings

3.1 Monitor's Activities

1. In addition to the activities discussed below, since the Sixth Report, the Monitor's activities have included:
 - a) finalizing the PMA and engaging with Richmond and SID to commence the property management transition process, which is presently ongoing;
 - b) working with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative (and its counsel) to negotiate the Term Sheet;
 - c) preparing the required analyses for the purpose of the Term Sheet, including a draft allocation of the DIP Facility across the Portfolio;
 - d) negotiating the DIP Amendment Agreement with the DIP Lender;
 - e) corresponding with the DIP Lender and other prospective lenders in connection with exit financing which will be required upon implementation of the Term Sheet, subject to Court approval;

² These figures have not been updated since the date of the Sixth Report; however, the Monitor does not anticipate that they have changed materially since then.

- f) engaging with various stakeholders, including municipalities, regarding the status of the Portfolio;
- g) dealing with tenant issues, including delinquent accounts;
- h) approving all leases entered into in respect of the Properties;
- i) managing the Applicants' cash flow;
- j) corresponding with various trades and the Principals regarding overdue accounts payable;
- k) attending meetings with the committee for secured creditors;
- l) corresponding with and responding to enquiries from certain secured and unsecured lenders; and
- m) attending town hall meetings arranged by the Secured Lender Representative Counsel on August 5 and 20, 2024.

3.2 SISP

1. As discussed in the Sixth Report, on or before the LOI Deadline (as defined in the SISP), the Monitor received 12 LOIs that contemplated third-party sales or refinancing transactions, as well as 452 letters of intent that contemplated a credit bid by first and/or second mortgagees for their respective mortgaged Properties. Copies of the LOIs were provided to the applicable "Reviewing Parties" under the SISP. A summary of the offers received under the SISP was filed with the Court on a confidential basis pursuant to the Fifth Report. Although the offer summary remains sealed, the Monitor notes that no offer provided sufficient proceeds to repay the DIP Lender and Secured Lenders in full.
2. After extensive consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative and its counsel (collectively, the "Lender Representatives"), the Monitor determined not to pursue any of the LOIs received in the SISP and instead has been diligently working with the Lender Representatives and the Monitor's counsel to develop a process which presents options for either: (a) completion of credit bids, subject to required terms or (b) ongoing management, maintenance and the eventual sale of properties not acquired under credit bids, as outlined below. Accordingly, while the SISP has still not been formally terminated, the Monitor is not taking any further steps thereunder.

4.0 Term Sheet³

1. This section of the Report summarizes the key provisions of the Term Sheet; however, interested parties are strongly encouraged to carefully review the Term Sheet in its entirety. In the event of any conflict or inconsistency between the provisions of the Term Sheet and this summary, the provisions of the Term Sheet will prevail. A copy of the Term Sheet is attached as Appendix “C”.
2. The Term Sheet contemplates, among other things:
 - a) an option for secured creditors to credit bid for their specific Properties in a fair and equitable manner;
 - b) an orderly liquidation of the balance of the Portfolio over an extended period of time;
 - c) management of the Portfolio to be conducted by a professional property manager under the oversight of a Chief Executive Officer (“CEO”) and a committee of creditors; and
 - d) distributions of proceeds of sale of Properties as and when they are sold in accordance with their legal entitlement and priority.
3. There are certain significant terms of the Term Sheet, including in respect of the CEO’s engagement and the terms of exit financing, that, while are well progressed, can only be finalized once the number of credit bids is known. The Monitor has been working closely with prospective lenders and CEO candidates, and expects to be able to finalize commercial terms with those parties shortly after the First and Second Mortgagee Credit Bid Deadlines.

4.1 Timeline

1. The timelines for each milestone of the Term Sheet are provided in the table below. The timelines assume that the Court approves the Term Sheet on the return of this motion.

Milestone	Date
First Mortgagee Credit Bid Deadline	September 20, 2024
Second Mortgagee Credit Bid Deadline	September 30, 2024
Motion for Credit Bid Vesting Order	Prior to October 31, 2024
Motion for Exit Order	Prior to October 31, 2024
Closing of Credit Bid Transactions and Portfolio Transition	As soon as possible after granting of Credit Bid Vesting Order and Exit Order

³ Capitalized terms not otherwise defined in this section of the Report have the meanings provided to them in the Term Sheet.

4.2 Credit Bid Option

1. Under the Term Sheet, Secured Lenders have the option to exercise their rights to credit bid, subject to certain terms and conditions. As at the date of this Report, the final form of the Credit Bid APA, which is to be appended as a schedule to the Term Sheet, is being settled among counsel. Accordingly, the form of Term Sheet attached to this Report does not include that schedule.
2. As at the date of this Report, a draft form of Credit Bid APA has been circulated to First and Second Mortgagees by Secured Lender Representative Counsel. The latest draft of that document is attached as a schedule to the Term Sheet. The Monitor is requiring that a \$10,000 non-refundable deposit be paid on submission of Credit Bid APAs by First Mortgagees, and that non-refundable deposits of \$10,000 plus an additional amount equal to 10% of the applicable Accepted First Mortgagee Claim be paid on submission of Credit Bid APAs by Second Mortgagees.
3. The Monitor has also made available an estimate of the Allocated DIP Amount for each Property, which reflects the priority payables that would need to be funded by a credit bidding mortgagee in cash on closing. In determining the estimated Allocated DIP Amount, the Monitor has allocated: (a) property specific costs, such as renovations and property taxes, to the applicable property; and (b) general costs, such as professional fees associated with these CCAA proceedings, over the Portfolio in proportion to the acquisition cost of each Property. The Monitor will be seeking Court approval of its final DIP allocation as part of the motion for the Exit Order, at which time the costs to be allocated will all be actual amounts rather than a portion being based on projected amounts at this time.
4. The Monitor has been asked by certain Secured Lenders to provide diligence information, including lease agreements and other information related to their properties. The Monitor has been providing this information to Secured Lenders, but notes the information is generally sourced from SID Management and has not been independently verified by the Monitor. In addition, the Monitor understands that certain Secured Lenders may want to conduct site visits prior to the deadline to submit credit bids under the Term Sheet. The Monitor intends to attempt to coordinate these site visits, to the extent possible.
5. In order for a Credit Bid Option to be accepted, it must meet the following Credit Bid Criteria:
 - a) be in the form of the Credit Bid APA;
 - b) a First Mortgagee shall credit bid a minimum of the principal amount of its Accepted First Mortgagee Claim up to the full amount thereof, inclusive of accrued interest, fees and costs;
 - c) shall include such evidence as may be requested by the Monitor regarding such First Mortgagee's first mortgage on the Property, including all mortgage documentation, evidence of advances, claimed interest, fees and costs and proposed payout statement;

- d) be accompanied by an amount equal to the sum of:
 - \$10,000, being a non-refundable deposit in respect of the payment of the Allocated DIP Amount to be paid by way of wire transfer, bank draft or other immediately available funds;
 - in the case of a Second Mortgagee's Credit Bid, in addition to the foregoing, an additional non-refundable deposit representing 10% of the Accepted First Mortgagee Claim to be paid by way of wire transfer, bank draft or other immediately available funds;
 - e) provide for payment of the Allocated DIP Amount on closing;
 - f) in the case of Second Mortgagee credit bids, provide for payment in full on closing of the Accepted First Mortgagee Claim on the Property;
 - g) for certain specific properties listed in Schedule D to the Term Sheet, provide for payment on closing of the Equity Amount or provide for future payment of the Equity Amount as provided in the Term Sheet and consent to the granting of the Equity Charge⁴. (The Equity Amount is applicable to certain Properties identified by the Monitor to potentially have value in excess of the mortgage debt. The Monitor will seek approval of its methodology for determining the Equity Amount for these Properties as part of the motion to approve the Exit Order).
6. The timeline for completing Credit Bid transactions is contemplated to be as follows:
- a) Credit Bid APAs must be submitted to the Monitor on or prior to the First Mortgagee Credit Bid Option Deadline, being September 20, 2024;
 - b) in order to provide Second Mortgagees with an additional opportunity to credit bid on Properties where a First Mortgagee has exercised its option to credit bid, the Second Mortgagee Credit Bid Option Deadline is to be 10 days following the submission of a credit bid by the First Mortgagee on the applicable Property;
 - c) the Monitor shall seek Court approval of all Accepted Credit Bids within 10 business days after the Second Mortgagee Credit Bid Option Deadline (the "Credit Bid Vesting Order") or such other date as the Monitor may propose in consultation with the Lender Representatives. Accepted Credit Bid transactions shall be effected through the Credit Bid Vesting Order which will vest out all claims and encumbrances, including the DIP Lender's Charge.

⁴ The Term Sheet contemplates that if the credit bidding party elects to not pay the Equity Amount is not paid on closing, in order to secure the obligation to pay the Equity Amount, the Applicants shall be granted the Equity Charge pursuant to the Credit Bid Vesting Order to secure the obligation to pay the Equity Amount, provided that the Applicants may delete the Equity Charge off title of the Property upon application to the Land Registrar by the Applicants.

7. The Term Sheet also contemplates a Secondary Credit Bid Option for those first mortgagees that do not exercise their Credit Bid Option by the First Mortgagee Credit Bid Option Deadline. In that event, the property will remain in the Portfolio and, prior to acceptance of any offer in the Portfolio sale, the First Mortgagee shall be given a 15-day option to credit bid for such Property in lieu of suffering a shortfall on its Accepted First Mortgagee Claim and shall have a Deficiency Claim for any residual claim amount owing.
8. A Credit Bid Purchaser (not including a purchaser under a Secondary Credit Bid) shall not have a Deficiency Claim in connection with the liquidation of the Portfolio Properties after completion of a transaction under its Accepted Credit Bid, without prejudice to any or all other rights and remedies it may have, including against any personal guarantors of its debt or any non-Applicant parties or other recovery procedures.
9. The Monitor strongly recommends that First Mortgagees and Second Mortgagees that are considering whether to submit a credit bid should seek their own legal advice in connection therewith.

4.3 Remaining Portfolio

1. The Properties that are not subject to Credit Bids will remain in the Portfolio. Certain of the key provisions upon which the Portfolio will continue to operate are reproduced in the table below; however, interested parties are encouraged to review the Term Sheet in its entirety.

Interest Waiver Option	Lenders holding Accepted First or Second Mortgagee Claims may opt to waive all but 4% of their entitlement to interest in recognition of the hardship and harm of the unsecured creditor group and for the benefit of the Lender group as a whole.
Priority of First Mortgage Recovery and Treatment	Accepted First Mortgagee Claims that are not subject to accepted credit bids shall be treated as follows: all principal, interest, fees and costs shall be treated as principal and be paid out of Property Specific Net Sale Proceeds; any Deficiency Claim shall be treated as an Unsecured Claim and paid on a pro rata basis in accordance with the Section entitled "Available Cash" below.
Priority of Second Mortgage Recovery and Treatment	Subject to the payment of Accepted First Mortgagee Claims as set out above, Accepted Second Mortgagee Claims that are not subject to accepted credit bids shall be treated as follows: all principal and interest owing at the Filing Date shall be treated as principal and shall be paid, to the extent available, out of Property Specific Net Sale Proceeds; any Deficiency Claim shall be treated as an Unsecured Claim and paid on a pro rata basis in accordance with the Section entitled "Available Cash" below.

Payment of Unsecured Claims	Subject to the payment of the secured portion of Accepted First Mortgagee Claims and Accepted Second Mortgagee Claims as set out above, Unsecured Claims shall be entitled to be paid out of Available Cash, on a pro rata basis, the principal owing under such Claims as at the Filing Date until fully paid.
Net Operating Income	<p>Net Operating Income for all Portfolio Properties shall be paid into the Pooled Account.</p> <p>“Net Operating Income” shall consist of:</p> <p>rental or other income; plus</p> <p>receipts in respect of Equity Amounts; less</p> <p>Operating Expenses.</p> <p>“Operating Expenses” shall include those operating expenses contemplated by the Cash Flow⁵ and shall be updated by the CEO on not less than a quarterly basis, and shall include, for greater certainty: (a) interest on the Exit Financing; (b) CEO compensation; and (c) property management fees in respect of the Property Manager.</p>
Liquidation of Properties	<p>Upon disposition of a Portfolio Property, Property Specific Net Sale Proceeds shall be used to pay:</p> <p>(a) First, the Allocated Exit Financing Amount shall be paid to the Exit Lender;</p> <p>(b) Second, to the Pooled Account, the Property Expense Reimbursement, if any;</p> <p>(c) Third, the applicable Accepted First Mortgagee Claim;</p> <p>(d) Fourth, the applicable Accepted Second Mortgagee Claim, if any; and</p> <p>(e) Lastly, in respect of any surplus, such amounts shall be deposited to the Pooled Account.</p>
Allocated Exit Financing	<p>The Allocated Exit Financing Amount in respect of any individual Property shall include the aggregate of the following:</p> <p>(a) the Allocated DIP Amount with such additions, if any, to reflect Exit Financing advanced pursuant to the Exit Facility, plus accrued and accruing interest thereon as that amount may be reduced from time to time by the disposition of Properties as contemplated in this Restructuring; plus</p>

⁵ The CEO, after consultation with the Creditors’ Committee and the Property Manager, and with the consent of the Exit Lender, will determine and develop a liquidation plan for the Portfolio Properties, and shall develop a cash flow projection based on such plan, which shall be updated from time to time.

	(b) Property Specific Expenses paid during the CCAA Proceedings, to the extent not included in the Allocated DIP Amount.
Available Cash	<p>“Available Cash” shall mean, at any given time and only to the extent available, the aggregate of the amount of cash or cash equivalents in the Pooled Account, to be utilized as determined by the CEO (and subject to any appropriate reserves) including, without limitation in respect of distributions on Unsecured Claims.</p> <p>The CEO, in consultation with the Creditors’ Committee, may from time to time establish Disputed Claims reserves in respect of any outstanding Disputed Claims at the time of distributions. For greater certainty, “Available Cash” shall not include any Disputed Claims.</p>
Additional Financing	<p>The CEO may consider additional financing proposals to assist with the implementation of this Restructuring (“New 1L Credit Facility”). The quantum, terms and permitted use and proposed repayment of any New 1L Credit Facility would be agreed on by the CEO. Potential uses for such New 1L Credit Facility would include refinancing of the Exit Financing and/or the Accepted First Mortgagee Claims.</p> <p>The CEO may also pursue subordinated financing (“New 3L Credit Facility”) to the Accepted First Mortgagee Claims and Accepted Second Mortgagee Claims, which financing could be used, among other things, to provide earlier distributions of Available Cash.</p>
Calculation and acceptance of Claims	<p>The CEO shall establish a process for the reconciliation of Lender Claims related to the Portfolio Properties. Lender Claims shall be assessed and allowed based on the principles set out in the Schedule “F” to the Term Sheet, to be approved in the Exit Order.</p> <p>Any legal disputes with respect to the acceptance of a Lender Claim may be referred to a claims officer.</p>
Proposed Restructuring Structure	<p>Termination of CCAA Proceedings - The Applicants’ CCAA Proceedings shall be terminated or transitioned pursuant the Exit Order.</p> <p>Subordination of all Related Party Claims – All Related Party Claims shall be fully subordinated to all First Mortgagee Claims, Second Mortgagee Claims and Unsecured Promissory Note Claims.</p> <p>Absolute Priority - No Equity Claims (as defined in s.2 of the CCAA) shall be entitled to any distribution until all Claims have been paid in full.</p>
Governance	<p>The CCAA Proceedings shall be amended, terminated or converted such that the existing board of directors and management of the Applicants shall have no governing authority and the Monitor’s super-powers in respect of the Applicants will be terminated pursuant to the Exit Order.</p>

	<p>A creditor committee of up to 7 members comprising of:</p> <ul style="list-style-type: none"> (a) 4 nominees of First Mortgagees (provided that any such nominee shall not also be an Unsecured Promissory Noteholder); (b) 1 nominee of Second Mortgagees; (c) 1 nominee of the Unsecured Promissory Noteholders; and (d) 1 nominee of the Lion's Share Representative. <p>The creditors committee shall be established pursuant to the Exit Order to provide any guidance requested by the CEO to oversee the management of the Portfolio Properties with the purpose of enabling full transparency on the dealings and transactions affecting the Portfolio Properties in the course of the Restructuring (the "Creditors Committee").</p> <p>The Creditors Committee shall govern in accordance with governance by-laws to be established by the Monitor and the CEO in consultation with the Lender Representatives.</p>
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2. Over the last several weeks, the Monitor has been working closely with the Lender Representatives and the DIP Lender to advance the Term Sheet. The Monitor has also interviewed several CEO candidates and will be seeking the appointment of the CEO as part of the motion to approve the Exit Order.
3. At this time, the Monitor remains focused on implementing the transactions contemplated by the Term Sheet on an urgent basis. Although a financial projection for the Portfolio Properties cannot be prepared until the specific properties subject to Credit Bid APAs is known, it is the Monitor's view that the Term Sheet represents the most efficient and effective conclusion to these proceedings as the Portfolio is unable to continue to support the costs of these proceedings.

4.4 Recommendation re: Term Sheet

1. The Monitor recognizes the urgent necessity for a global solution that provides an exit for all Lenders in a circumstance where, given the nature of the assets, the quantum and disparate nature of the claims and the paucity of reliable financial information of the Applicants and the SID Companies, it has been challenging to address every individual circumstance.
2. The proposed Term Sheet provides a global solution which respects the legal priorities afforded to the Lenders, does not force any First Mortgagee or Second Mortgagee to surrender his or her secured claim status and provides options for such Lenders to either (a) pay such Lender's Allocated DIP Amount (and, where applicable, Equity Amount) and credit bid; or (b) participate in the Portfolio liquidation, which will not require Allocated DIP Amounts to be paid at this time.

3. In addition to the foregoing, the Monitor recommends that the Court approve the Term Sheet for the following reasons:
- a) it represents terms negotiated among all of the Court-appointed representatives on behalf of their respective creditor groups. To the extent a limited number of provisions were not fully settled, the Term Sheet includes the Monitor's view as to what is reasonable and appropriate in the circumstances;
 - b) based on the results of the SISP, there were no offers for amounts greater than the DIP Lenders' Charge and the Secured Debt. This process allows both first and second mortgagees to choose to execute on a credit bid transaction to take ownership of their respective properties either at the outset or at a later date when the subject property has been listed for sale;
 - c) it presents a fair opportunity for First Mortgagees and Second Mortgagees to exit this proceeding on a property-by-property basis, consistent with their secured debt arrangements. In the case of First Mortgagees, the Monitor notes that many of them had commenced enforcement proceedings which were stayed when the Applicants obtained the Initial Order, and in some cases were in advanced stages of enforcement by way of power-of-sale and litigation against the Applicants;
 - d) In the case of Second Mortgagees, the Monitor is satisfied that the 10-day option to credit bid, in addition to the initial credit bidding window, gives them a fair and reasonable opportunity to protect their positions if they are of the view that the value of their mortgaged properties exceeds the value of prior-ranking claims. The Monitor has considered requests by Second Mortgagees for additional time to submit credit bids, but is of the view that additional time can't be justified in these circumstances given the ongoing cost of this proceeding and the balancing of all stakeholder interests. The Monitor has also considered requests by Second Mortgagees to provide that they be granted second mortgages on all Portfolio Properties, over the objection of unsecured lenders. The Monitor is not aware of any legal or factual basis to support the elevation of the Second Mortgagees' priority status over Properties not subject to their mortgages;
 - e) it offers a potential opportunity for unsecured lenders to participate in any value realized from the Portfolio liquidation, subject to prior ranking creditor claims. All other alternatives identified under Phase 1 of the SISP would not have resulted in any funds being available for distribution to the Applicants' Second Mortgagees and/or unsecured lenders;
 - f) it contemplates that the Portfolio will be overseen and governed by an experienced CEO and managed by a professional property manager, thereby enhancing the opportunity to maximize value for the Portfolio over an orderly liquidation process to be undertaken following these CCAA proceedings;

- g) it provides an imminent and efficient exit (or transition) from CCAA, which is necessary given the critical need to minimize costs. Implementing a similar result through a Plan of Compromise or Arrangement would result in significant delay and costs, for which funding is not available;
- h) the results of the Monitor's Investigation, as set out in the Fourth Report, provide substantial support and justification for the provision of the Term Sheet that subordinates all Related Party Claims;
- i) the process (i) for the Monitor to summarily determine Accepted First Mortgagee Claims and Accepted Second Mortgagee Claims for purposes of credit bidding and then (ii) to determine remaining claims for purposes of the Portfolio liquidation under the supervision of the CEO pursuant to the Term Sheet and Exit Order, is reasonable and appropriate in the circumstances as it should minimize the significant professional costs that would be associated with administering a traditional claims process which would otherwise be required; and
- j) the Lion's Share Representative and its counsel have made a significant contribution to the development and finalization of the Term Sheet, and accordingly, the Monitor is supportive of their fees being paid by the Applicants from the DIP Facility, to a maximum of \$125,000 plus HST, in connection with the Term Sheet and the implementation of the Restructuring (including seeking of the Exit Order and negotiation of the definitive documents thereunder). Those fees would have been incurred by the Applicants under any other alternative. The Monitor has also considered whether the Term Sheet should provide for treatment of distributions to unsecured creditors on an entity specific basis. This issue became particularly relevant as there appears to be eight unencumbered properties in the Portfolio. The Term Sheet effectively contemplates a consolidated "pooled" treatment for distributions to unsecured creditors. In this regard, the Monitor worked with the Lion's Share Representative to perform a preliminary claims analysis to determine the impact of the proposed treatment under both approaches. Based on that preliminary analysis, the Monitor is supportive of the proposed treatment given: (a) the impact does not appear to be material; (b) the incomplete state of the Applicants' books and records; and (c) the fact that unsecured creditors were largely unaware of the entities to which they were lending funds, as set out in the Fourth Report. However, the Monitor notes that this issue will be addressed more specifically in the Exit Order to be sought at a later date.

5.0 Cash Flow Forecast and Proposed DIP Facility Increase

- As at the date of this Report, the Applicants have drawn \$11.75 million of the \$12 million available under the DIP Facility. The Applicants were projected to have fully drawn the DIP Facility on or around this time. The following table provides a summary of the uses of the DIP funding through August 22, 2024.

(unaudited; C\$000s)	
Receipts	
DIP funding	11,750
Other Receipts	405
	12,155
Disbursements	
Professional fees	(4,846)
Property taxes	(3,484)
Advances to Applicants' bank accounts	(1,369)
DIP interest reserve	(995)
Other	(933)
Insurance	(281)
Total Disbursements	(11,908)
Balance in Monitor's Trust Account	247

- Explanations of certain line items in the table above are as follows:
 - the purpose of the table is to reflect the Applicants' uses of the DIP funding over the course of these proceedings. As all DIP funding is being advanced to the Monitor's trust account, activity in the Applicants' bank accounts is not reflected in the table above; however, the Monitor has now taken control over the Applicants' bank accounts in accordance with the Expanded Powers Order. As at the date of this Report, there is approximately \$279,000 in the Applicants' bank accounts (in addition to the \$247,000 in the Monitor's trust account);
 - professional fees include the fees of the Applicants' counsel, the Monitor and its counsel, the DIP Lender's counsel, Secured Lender Representative Counsel, Unsecured Lender Representative Counsel and the SISP Advisors. These professional fees are paid through May 31, 2024 – a portion of the increase being sought on the DIP Facility is to bring the professional fees current; and
 - amounts reflected as advances to the Applicants' bank accounts have largely been used to fund renovations, utilities, repairs and maintenance and other operating expenses incurred over the course of these proceedings.
- The Monitor has prepared the Cash Flow Forecast for the period September 1, 2024 to October 31, 2024. The Cash Flow Forecast is attached as Appendix "D".
- In its Fifth Report, the Monitor noted that an increase to the DIP Facility would be *"sought at the next motion in this proceeding, which will be required to fund the costs of the proceeding through to its completion"*. The increase is being sought at this time for that purpose and, in the Monitor's view, is necessary and appropriate in the circumstances. Absent the proposed increase, there would be no funding available to manage the Portfolio or bring these proceedings to a conclusion on an orderly basis.

5. Subject to the underlying assumptions and the proposed increase to the DIP Facility, the Cash Flow Forecast reflects that there is sufficient funding available to the Applicants to continue to operate in these proceedings through to the proposed stay extension date of October 31, 2024. The Monitor’s statutory report on the Cash Flow Forecast is attached as Appendix “E”. The Monitor has not sought the statutory report on the Cash Flow Forecast to be executed by the Applicants given the Expanded Monitor Powers Order.
6. The Monitor has negotiated an amendment to the DIP Facility, as reflect in amendment no 2 to the DIP Agreement attached at Appendix “F” (the “DIP Amendment Agreement”) pursuant to which the DIP Lender has agreed to increase the DIP Facility from \$12 million to \$15 million.
7. The key changes in the DIP Amendment Agreement are as follows:

Current Terms:

DIP Facility	Non-revolving, super-priority, credit facility (the “DIP Facility”) in the aggregate amount of up to \$12,000,000, inclusive of principal and an Interest Reserve (as defined below), but excluding unpaid fees (the “Maximum Amount”).
Fees	The Borrowers will pay the following fees: <ul style="list-style-type: none"> • a non-refundable commitment fee in the amount of \$240,000 which shall be paid from the initial Advance; • if the loan is extended by the Lender at its sole discretion for a period not to exceed 6 months, an extension fee of \$120,000 will be payable in full on the Repayment Date; and • all reasonable legal fees and disbursements of legal counsel incurred by the Lender in connection with the DIP Facility.
Interest Reserve	The Lender shall reduce the loan availability by \$1,000,000 to cover interest payments (the “Interest Reserve”). The initial Advance Request shall include \$250,000 to fund the Interest Reserve account. The Interest Reserve account shall be replenished (at the Lender’s discretion, acting reasonably) on a quarterly basis, or more often if required, based on actual loan utilization. If the Interest Reserve of \$1,000,000 is depleted prior to the DIP Facility being repaid in full, the Borrowers shall be responsible to pay all remaining required interest payments.

New Terms:

DIP Facility	Non-revolving, super-priority, credit facility (the “DIP Facility”) in the aggregate amount of up to \$15,000,000, inclusive of principal and an Interest Reserve (as defined below) being composed of the initial amount of \$12,000,000 and an increase of \$3,000,000 (the “Loan Increase”), but excluding unpaid fees (the “Maximum Amount”).
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Fees	<p>The Borrowers will pay the following fees:</p> <ul style="list-style-type: none"> • a non-refundable commitment fee in the amount of \$240,000 which shall be paid from the initial Advance (received); • a non-refundable commitment fee in the amount of \$60,000 which shall be paid from the initial Advance of the \$3,000,000 Loan Increase; • if the loan is extended by the Lender at its sole discretion for a period not to exceed 6 months, an extension fee of \$150,000 will be payable in full on the Repayment Date; and • all reasonable legal fees and disbursements of legal counsel incurred by the Lender in connection with the DIP Facility.
Interest Reserve	<p>The Lender shall reduce the loan availability by \$1,200,000 to cover interest payments (the “Interest Reserve”). The initial Advance Request shall include \$250,000 to fund the Interest Reserve account. The Interest Reserve account shall be replenished (at the Lender’s discretion, acting reasonably) on a quarterly basis, or more often if required, based on actual loan utilization. If the Interest Reserve of \$1,200,000 is depleted prior to the DIP Facility being repaid in full, the Borrowers shall be responsible to pay all remaining required interest payments.</p>

8. For the reasons noted above, the Monitor believes that the increase to the DIP Facility is necessary and that the terms of the DIP Amendment Agreement are reasonable and appropriate.

6.0 Stay Extension

1. The Stay Period currently expires on August 31, 2024. The Monitor, on behalf of the Applicants, is seeking an extension of the Stay Period until October 31, 2024.
2. The Monitor recommends the extension request for the following reasons:
 - a) the Honourable Justice Steele’s endorsement issued in these proceedings dated July 31, 2024 included the following: *“In the context of a “super-Monitor” in CCAA proceedings, the monitor is held to the good faith standard.”* As “super” Monitor in these CCAA proceedings, the Monitor believes it is discharging its duties and obligations under the CCAA, the Expanded Powers Order and other orders made in these CCAA proceedings in good faith and with due diligence;
 - b) the Monitor stated in its Fifth Report that it was *“only seeking a brief stay extension as it intends to seek approval of the process described in Section **Error! Reference source not found.** [of the Sixth Report] in August 2024 and, at that time, will seek a further extension to provide sufficient time to allow the process to be implemented, following which these proceedings will be terminated”*. The past month has been used for its stated purpose as the Term Sheet is intended to provide a consensual path toward terminating these proceedings. The extension sought at this motion is required to finalize certain elements of the Term Sheet so that the Exit Order can be sought prior to October 31, 2024;

- c) no creditor will be prejudiced if the extension is granted;
- d) based on the Cash Flow Forecast and subject to Court approval of the increase being sought to the DIP Facility, there is projected to be funding available to fund operations and the costs of these proceedings during the extension period; and
- e) an extension of the Stay Period will provide the time necessary for the parties to take the steps required under the Term Sheet, following which the Exit Order will be sought.

7.0 Professional Fees

1. The fees (excluding disbursements and HST) of the Monitor and Cassels from the commencement of these proceedings through May 31, 2024 have been approved pursuant to Court Orders issued over the course of these proceedings.
2. The fees (excluding disbursements and HST) of the Monitor and Cassels from June 1, 2024 to July 31, 2024 total \$320,391.50 and \$825,833.50, respectively.
3. The average hourly rates for KSV and Cassels for the referenced billing periods were \$521.09 and \$767.50, respectively.
4. The Monitor and Cassels have been required to undertake an extensive amount of work in this CCAA proceeding to date, which has included enhanced cash flow and operational oversight mandated by the Second ARIO, dealing with numerous issues arising from the management of the Applicants prior to the granting of the Expanded Powers Order, conducting phase 1 of the SISF, taking control over the Applicants in accordance with the Expanded Powers Order, negotiating the PMA and coordinating the transition of the property management function from the SID Companies to Richmond and negotiating the Term Sheet. A portion of the fees for the referenced billing period also includes the time incurred on the Investigation through to finalizing the Fourth Report on June 11, 2024 and dealing with the redacting exercise thereafter.
5. Invoices in respect of the fees and disbursements of the Monitor and Cassels, redacted for privilege or confidential information, are provided in appendices to the affidavits (together, the "Fee Affidavits") filed by KSV and Cassels, which Fee Affidavits are attached as Appendices "G" and "H", respectively.
6. As set out in the invoices attached to the Fee Affidavits, the fees of the Monitor and Cassels for the referenced billing periods include those incurred to perform the aforementioned activities.
7. The Monitor is of the view that the hourly rates charged by Cassels are consistent with the rates charged by large corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, that Cassels' billings reflect work performed consistent with the Monitor's instructions and that the overall fees charged by Cassels and the Monitor are reasonable and appropriate in the circumstances.

8.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Court grant the relief set out in Section 1.2(1)(e) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS MONITOR
OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC.,
MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC.
AND JOINT CAPTAIN REAL ESTATE INC. AND NOT IN ITS PERSONAL CAPACITY**

Appendix “H”

Appendix "H"
Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
10 Stull Street	Capreol
100 Conley Street South	Timmins
101 Fourth Avenue	Timmins
1026 Michener Blvd	Timmins
103 Rea Street North	Timmins
104 London Street	Sault Ste. Marie
104 Ruth Street	Timmins
105 Victor Emmanuel	Sault Ste. Marie
1050 McNabb Street	Sault Ste. Marie
106 Conley St S	Timmins
106 Croatia Ave	Timmins
106 Toke St	Timmins
107 Breton Road	Sault Ste. Marie
108 Niagara Falls Road	Thorold
109 Bannerman	Timmins
11 Pietro Street	Sudbury
116 Main St	Timmins
116 Railroad Avenue	Sault Ste. Marie
117 Turner Avenue	Sault Ste. Marie
118 Grosvenor Ave	Sault Ste. Marie
118 Kathleen Street	Greater Sudbury
12 Winfield Dr	Sault Ste. Marie
122 Windsor Ave	Timmins
1224 Wellington St E	Sault Ste. Marie
123 Goulais Ave	Sault Ste. Marie
124 Balsam Street North	Timmins
1244 Martindale Road	Greater Sudbury
125 Grosvenor Avenue	Sault Ste. Marie
126 Crescent Ave	Timmins
126 Tancred St	Sault Ste. Marie
127 Pine Street	Sault Ste. Marie
128 Dennis St	Sault Ste. Marie
129 Birch St. S	Timmins
129 Kent Ave	Timmins
13 Bloor Ave	Timmins
13 Grosvenor Ave	Sault Ste. Marie
13 Premier Ave W	Kirkland Lake
1314 Wellington St. E	Sault Ste. Marie
136 Pine St N	Timmins
137 Rea St. N	Timmins
139-141 Balsam Street South	Timmins
141 Elm Street North	Timmins
141 Pine Street North	Timmins
142 Kent Avenue	Timmins
144 Evans Street	Timmins
145 Biggings Ave	Sault Ste. Marie

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
145 Carufel Ave	Sault Ste. Marie
145 Elm Street North	Timmins
145-149 Fifth Ave	Timmins
146 Birch Street South	Timmins
147 Front St.	Timmins
147 Glasgow Avenue	Sault Ste. Marie
147 Maple St. S	Timmins
148 Elm St N	Timmins
15 St. Georges Ave. W.	Sault Ste. Marie
150 Henrietta Avenue	Sault Ste. Marie
150 Maple St. N	Timmins
152 Elm Street N	Timmins
155 Cedar Street North	Timmins
156 Cameron Street N	Timmins
156 Maple St S	Timmins
156 Montgomery Ave	Timmins
156 St. George Ave E	Sault Ste. Marie
156 Warner St	Timmins
157 Bloor Street W	Sault Ste. Marie
157 Maple Street N	Timmins
16 Laurier Avenue	Timmins
162 Biggings Ave	Sault Ste. Marie
162 Spadina Ave	Sault Ste. Marie
1621 Second St	Val Caron
164 Birch St N	Timmins
166 Maple St. S	Timmins
168 Central Park	Sault Ste. Marie
169 Andrew St	Sault Ste. Marie
169 Balsam Street N	Timmins
169-171 Rea	Timmins
170 Kent Ave	Timmins
174 Goulais Ave	Sault Ste. Marie
176 March St	Sault Ste. Marie
178 Cedar Street North	Timmins
179 Montgomery Ave	Timmins
18 Rand Ave W	Kirkland Lake
18 Stevens Street	Sault Ste. Marie
180 Glasgow Ave	Sault Ste. Marie
182 Biggings Ave	Sault Ste. Marie
187 Moore St	Timmins
199 Cayuga Dr	Timmins
199 Oneil Ave	Timmins
2 Station Rd S	Kirkland Lake
203 Maple Street North	Timmins
204 Kathleen Street	Sudbury
211 Middleton Ave	Timmins
216 Goulais Avenue	Sault Ste. Marie

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
219 Birch St N	Timmins
22 Pardee Ave	Sault Ste. Marie
221 Dell St	Greater Sudbury
222 Maple Street South	Timmins
223 Beverly St	Sault Ste. Marie
225 Waterloo Rd	Timmins
226 Albert Street West	Sault Ste. Marie
227 Elm Street North	Timmins
231 Middleton Ave	Timmins
236 Birch Street N	Timmins
237 Wellington St.	Sault Ste. Marie
24 St. Andrews Ter	Sault Ste. Marie
240 Elm St N	Timmins
244 Hemlock Street	Timmins
248 Windsor Avenue	Timmins
249 Malette Cres	Timmins
25 Elmwood Ave	Sault Ste. Marie
250 Middleton Avenue	Timmins
251-253 Wellington Street East	Sault Ste. Marie
254 Ross Avenue east	Timmins
258 St James St	Sault Ste. Marie
259 Legion Drive	Timmins
26 Avenue Rd	Timmins
26 King Street	Kirkland Lake
273 Birch St. N	Timmins
276-280 Mountjoy St	Timmins
277-279 Patricia Blvd	Timmins
278 Selby	Sault Ste. Marie
280 Maclean Drive	Timmins
285 Balsam Street North	Timmins
29 Alberta Ave	Sault Ste. Marie
29 Hamilton Avenue	Sault Ste. Marie
290 Cedar Street South	Timmins
290 Sixth Ave	Timmins
290-292 Spruce	Timmins
293 McNabb St	Sault Ste. Marie
295 Van Horne	Sudbury
299 Goulais Ave	Sault Ste. Marie
30 Grosvenor Avenue	Sault Ste. Marie
30 Melville Rd	Sault Ste. Marie
306 Birch St North	Timmins
31 Wellington Street W	Sault Ste. Marie
31 Windsor Ave	Timmins
322 Doncaster Rd	Sault Ste. Marie
325 Alexandra St	Sault Ste. Marie
325 Montague Ave	Greater Sudbury
327 Franklin St	Sault Ste. Marie

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
329 Goulais Ave	Sault Ste. Marie
331 Spruce Street	Timmins
332 Eva Avenue	Greater Sudbury
336 Eva Ave	Sudbury
336 Mountjoy St S	Timmins
337-345 Preston St	Timmins
34 Carlin Ave	Timmins
34 Duncan Avenue South	Kirkland Lake
340 Korah Road	Sault Ste. Marie
340 Mabel Avenue	Greater Sudbury
342 Donovan Street	Greater Sudbury
342 Sixth Ave	Sault Ste. Marie
343 Maple Street s	Timmins
344 Pine Street South	Timmins
348 First Ave	Sault Ste. Marie
348 Maple St S	Timmins
348 Poplar St	Greater Sudbury
349 Burton Avenue	Greater Sudbury
349 Douglas Street	Sault Ste. Marie
35 Taylor Ave	Kirkland Lake
351 Balsam Street S	Timmins
351 Bloor St W	Sault Ste. Marie
352 Moody Street	Sault Ste. Marie
354 Antwerp Street	Greater Sudbury
354 Diane Crescent	Timmins
355 Franklin Ave	Sault Ste. Marie
357 Gillies Street	Sault Ste. Marie
359 Farwell Terr	Sault Ste. Marie
360 Cedar St S	Timmins
363 Seventh Ave	Sault Ste. Marie
364 Cherry Street	Timmins
365 Bruce Street	Sault Ste. Marie
369 Suffolk Lane	Sudbury
370 Pine Street	Sault Ste. Marie
374 Struthers St	Sudbury
375 Lonergan Blvd	Timmins
376 Borden Ave	Sault Ste. Marie
377 Wilson St	Sault Ste. Marie
378 Maple Street South	Timmins
379 Elm St S	Timmins
38 Birch St	Sault Ste. Marie
38 Fourth Ave	Timmins
38 Laurier Ave.	Timmins
381 Eva Ave	Greater Sudbury
382 Wilson Ave	Timmins
386 Borden Avenue	Sault Ste. Marie
387 Morin Street	Sault Ste. Marie

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
387 North Street	Sault Ste. Marie
389 Tamarack Street	Timmins
39 Chippewa St	Sault Ste. Marie
39 Park Ave	Brantford
390 Dell St	Sudbury
392 Maple Street South	Timmins
395 Tamarack St	Timmins
397 Northland Road	Sault Ste. Marie
4 Boundary Lane	Timmins
4 Ferguson Avenue	Capreol
40 Algoma Ave.	Sault Ste. Marie
40 Comfort Street	Kirkland Lake
40 Crescent Ave	Timmins
400 Wallace Terrace	Sault Ste. Marie
402 Maclean Drive	Timmins
403 Lloyd St	Sudbury
406 Wallace Terrace	Sault Ste. Marie
41 & 43 Way Ave.	Timmins
410 Maple Street South	Timmins
423 2nd Avenue	Sault Ste. Marie
427 Wilson Ave	Timmins
428 Wellington Street E	Sault Ste. Marie
4299 Second Ave	Niagara Fa
431 Frood Rd	Sudbury
432 Ann Avenue	Timmins
433 Woodcroft Ave	Sault Ste. Marie
44 Crescent Ave	Timmins
44 Elm St N	Timmins
45 Woods St	Kirkland Lake
452 Dupont St.	Greater Sudbury
455 Percy Ave	Greater Sudbury
456 Douglas Street	Sault Ste. Marie
46 Charles Street	Timmins
462 Burke Street	Timmins
468 Toke St	Timmins
47 Cecil Ave.	Timmins
47 Queen St	Kirkland Lake
470 Randall Dr	Timmins
478 Pine Street South	Timmins
479 Second Line West	Sault Ste. Marie
48 Churchill Avenue	Sault Ste. Marie
484 1st Avenue	Sault Ste. Marie
485 Pine St S	Timmins
488 Morin Street	Sault Ste. Marie
49 Belanger Avenue	Timmins
491 Second Line W	Sault Ste. Marie
499 Second Line W	Sault Ste. Marie

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
50 Cecil Ave	Timmins
502 John St	Sault Ste. Marie
51 Laurier Ave	Timmins
51 Pardee Ave	Sault Ste. Marie
514 Wallace Terrace	Sault Ste. Marie
515 Cedar Street South	Timmins
52 Broadway Ave	Timmins
52 Edinburgh Street	Sault Ste. Marie
521 Clinton Ave	Sudbury
53 Wayne Crt	Sault Ste. Marie
531 Tedman Ave	Greater Sudbury
536 Montague Ave	Greater Sudbury
538 Northland Road	Sault Ste. Marie
54 Crownland Ave	Welland
545 Nelson Street	Sault Ste. Marie
55 Crescent Ave	Timmins
550 Spooner Dr	Timmins
556 Cooper Street	Sault Ste. Marie
557 Government Rd	Kirkland Lake
557-561 Norman St	Timmins
561 John Street N	Sault Ste. Marie
565 Bush St	Sault Ste. Marie
566 Douglas Street	Sault Ste. Marie
567 Wellington Street W	Sault Ste. Marie
571 Lorne Street	Greater Sudbury
576 Spruce Street South	Timmins
579 Elm Street	Sudbury
580 Morrison	Sault Ste. Marie
582 Government Road Wst	Kirkland Lake
59 Trelawne Ave	Sault Ste. Marie
597 Spooner Dr	Timmins
6 Alexander Ave	Kirkland Lake
6 Bloor St	Sudbury
6 Borden Ave	Timmins
6 Hollinger Lane	Timmins
6 Spruce St	Kirkland Lake
6 Spruce St. South	Sault Ste. Marie
60 Montgomery Ave	Timmins
61 Taylor Avenue	Kirkland Lake
62 Sterling Ave. W	Timmins
627 Farwell Terrace	Sault Ste. Marie
63 Dunn Avenue	Timmins
634 Portage Lane	Sault Ste. Marie
637 Queen Street West	Sault Ste. Marie
646 Brewster Street	Temiskamin
660 Wellington Street W	Sault Ste. Marie
668 Lillian Ave	Timmins

Balboa Inc. et al
Schedule of Properties Credit Bid

Address	City
67 Government Rd E	Kirkland Lake
67 Rand Ave	Kirkland Lake
68 St. Georges Avenue East	Sault Ste. Marie
680 Lillian Ave	Timmins
682 Wellington Street W	Sault Ste. Marie
687 Cambrian Heights Drive	Greater Sudbury
69 Way ave	Timmins
690 Pine Street	Sault Ste. Marie
697 St Clair Street	Greater Sudbury
70 Diorite Street	Sudbury
70 Powell Avenue	Timmins
707 Wellington Street W	Sault Ste. Marie
71 Kent Avenue	Sault Ste. Marie
72 Wende Ave	Timmins
721 Howey Dr	Sudbury
73 Croatia Ave	Timmins
735 Denise St	Timmins
740 Martindale Rd	Sudbury
774 Bonney Street	Sault Ste. Marie
78 Birch Street	Sault Ste. Marie
78 Bloor Street West	Sault Ste. Marie
783 Cooper Street	Sault Ste. Marie
79 Kitchener Road	Sault Ste. Marie
8 Grosvenor Ave	Sault Ste. Marie
8 MacDonald Avenue	Sault Ste. Marie
81 Jean Street	Greater Sudbury
84 Pilgrim Street	Sault Ste. Marie
84 Tamarack St	Timmins
84 Wallace Terrace	Sault Ste. Marie
87-89 Way Avenue	Timmins
88 Wallace Terrace	Sault Ste. Marie
89 Wende Avenue	Timmins
9 Prospectors St	Timmins
90 Avenue	Timmins
92 Prospect Ave	Kirkland Lake
93 Logan Ave	Sudbury
94 Sixth Ave	Timmins
95 Tamarack Street	Timmins
96 Commercial Ave	Timmins
973 Lorne Street	Greater Sudbury
98 Way Avenue	Timmins
99-101 Kent Ave	Timmins

Appendix “I”



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

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F +1 416 932 6266

ksvadvisory.com

October 23, 2024

Re: Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses in the Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the “Applicants”)

The purpose of this notice is to provide the Applicants’ secured and unsecured creditors with an update on the upcoming court appearances in these proceedings as these dates were confirmed by the court earlier today:

1. **October 30, 2024 (9:00am)**: The Monitor will be seeking an extension of the stay of proceedings to November 30, 2024. The Monitor’s Eighth Report to Court dated October 23, 2024 provides the basis for the Monitor’s extension motion.
2. **November 26, 2024 (10:00am)**: The Monitor will be seeking approval of 323 credit bid transactions and related relief. Court materials for this motion will be served on or around November 19, 2024.

Court materials in these proceedings will continue to be made available on the Monitor’s website (<https://www.ksvadvisory.com/experience/case/SID>).

Yours truly,

KSV RESTRUCTURING INC.

IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF

BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,

THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES

IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

AND NOT IN ITS PERSONAL CAPACITY

Appendix “J”



ksv advisory inc.

220 Bay Street, Suite 1300

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November 20, 2024

Re: Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses in the Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the “Applicants”)

The purpose of this notice is to provide the Applicants’ secured and unsecured creditors with an update on the Monitor’s intended next steps in these proceedings. In a notice dated October 23, 2024, the Monitor advised that it would be seeking approval of 323 credit bid transactions and related relief at a motion scheduled to be heard on November 26, 2024.

While the Monitor is continuing its efforts to finalize all aspects of the transactions that would be subject to court approval to complete the 323 credit bid transactions and replace the existing DIP facility, there are certain outstanding issues that remain to be resolved before court approval can be obtained. The Monitor remains intent on seeking court approval of these credit bid transactions and replacement of the existing DIP facility as soon as possible. The Monitor will seek an extension of the CCAA proceedings prior to the end of November, and will issue a notice to creditors as soon as it is in a position to confirm timing for a motion for approval of the credit bid transactions and related relief.

Court materials in these proceedings will continue to be made available on the Monitor’s website (<https://www.ksvadvisory.com/experience/case/SID>).

Yours truly,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF
BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES
IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “K”

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this _____ day of _____, 2024.

BETWEEN:

(the “**Vendor**”)

- and -

(the “**Purchaser**”)

WHEREAS the Vendor has commenced and is subject to a proceeding (the “**CCAA Proceeding**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), under Court File No. CV-24-00713245-00CL in the Ontario Superior Court of Justice (Commercial List) in Toronto (the “**Court**”);

AND WHEREAS KSV Restructuring Inc. (“**KSV**”) was appointed as monitor (in such capacity, the “**Monitor**”) of the Vendor pursuant to the initial order granted by the Court on January 23, 2024 (as subsequently amended and restated on January 31, 2024, February 15, 2024 and March 28, 2024, the “**Initial Order**”);

AND WHEREAS on April 12, 2024, the Court granted an Order, which, among other things, approved a sale or investment solicitation process (the “**SISP**”);

AND WHEREAS on June 25, 2024, the Court granted an order (the “**Monitor’s Powers Order**”) expanding the powers of the Monitor in respect of the Vendor;

AND WHEREAS on August 30, 2024, the Court granted an order (the “**Restructuring Approval Order**”) approving the Restructuring Term Sheet substantially in the form attached to the Monitor’s Seventh Report (the “**Restructuring Term Sheet**”), and authorized the Monitor, on the behalf of the Vendor, to (among other things) enter into credit bid purchase agreements with mortgagees of the Vendor;

AND WHEREAS the Purchaser holds a first-ranking mortgage on the lands and premises set out in **Schedule “A”** attached hereto and described by municipal address and legal description (the “**Real Property**”);

AND WHEREAS pursuant to the Restructuring Approval Order and the Restructuring Term Sheet, the Purchaser wishes to purchase, and the Vendor wishes to sell, the Real Property upon the terms and subject to the conditions set out herein;

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

**ARTICLE 1
DEFINED TERMS**

1.1 Definitions.

In this Agreement:

“Administration Charge” means the administration charge granted under the Initial Order;

“Agreement” means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to **“article”**, **“section”** or **“schedule”** mean the specified article, section of, or schedule to this Agreement and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

“Applicable Law” means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

“Approval and Vesting Order” means the approval and vesting order to be issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser the Real Property free and clear of all Encumbrances, other than the Permitted Encumbrances or any Leases, in form and substance consistent with the Ontario model form of order approved by the Commercial List Users’ Committee with such modifications deemed necessary by the Vendor, acting reasonably, which approval and vesting order may, in the discretion of the Vendor, include approval of one or more other similar sale transactions in the CCAA Proceeding;

“Business Day” means a day on which Schedule 1 Banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in Ontario;

“CCAA” has the meaning set out in the recitals hereof;

“CCAA Assignment Order” means an order of the Court made pursuant to section 11.3 of the CCAA, in form and substance satisfactory to the Vendor, acting reasonably, to be sought by the Vendor assigning the rights and obligations of the Vendor to the Purchaser under the Leases;

“Closing” means the successful completion of the Transaction;

“Closing Date” means the date that is the later of: (i) the first Business Day following the date that is ten (10) days following the date on which the Approval and Vesting Order is issued by the Court; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; or, if the Parties agree, such other date as agreed in writing by the Parties;

“Closing Time” means no later than 5:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties;

“Court” has the meaning set out in the recitals hereof;

“Deposit” has the meaning given in section 4.2 herein;

“DIP Agreement” has the meaning given to it in the Initial Order, as may be amended, supplemented, extended or replaced with the consent of the Monitor;

“DIP Lender’s Charge” means the DIP lender’s charge granted under the Initial Order;

“Document Registration Agreement” has the meaning given in section 6.6 herein;

“Encumbrances” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever affecting the Real Property;

“Environmental Law” means any and all applicable international, federal, provincial, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials;

“ETA” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“Governmental Authority” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof, including, without limitation, any municipality in which the Real Property is located; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“GST/HST” means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA, or any other similar statute in any jurisdiction of Canada;

“Hazardous Materials” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any **“contaminants”**, **“dangerous substances”**, **“hazardous materials”**, **“hazardous substances”**, **“hazardous wastes”**, **“industrial wastes”**, **“liquid wastes”**, **“pollutants”** and **“toxic substances”**, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono or poly-chlorinated biphenyl wastes;

“Initial Order” has the meaning set out in the recitals hereof;

“ITA” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“KSV” has the meaning set out in the recitals hereof;

“Lender Representative Counsel” means Chaitons LLP;

“Leases” means, collectively, all lease agreements existing in respect of the Real Property as at the Closing Time;

“Monitor” has the meaning set out in the recitals hereof;

“Monitor’s Powers Order” has the meaning set out in the recitals hereof;

"Mortgage Indebtedness Amount" means the amount of \$ _____¹, representing [specify all or part] of the indebtedness owed by the Vendor to the Purchaser as of the Closing Date and secured by the Purchaser's mortgage on the Real Property;

"Notice" has the meaning given in section 14.3 herein;

"Parties" means the Vendor and the Purchaser;

"Permitted Encumbrances" means all those Encumbrances as determined by the Monitor, acting reasonably, not to be affected by the Approval and Vesting Order, provided that, for greater certainty, Permitted Encumbrances shall not include any mortgages registered on title to the Real Property, the Administration Charge or the DIP Lender's Charge;

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

"Priority Payables" means all amounts owing (including all amounts accrued but not yet payable) by the Vendor as of the Closing Date which rank in priority to the Mortgage Indebtedness Amount, including but not limited to the amounts secured by, or to be secured by, the Administration Charge and the DIP Lender's Charge, as may be allocated by the Monitor to the Real Property;

"Purchase Price" has the meaning set out in section 4.1 herein;

"Real Property" has the meaning set out in the recitals hereof;

"Schedules" means the schedule attached hereto as **Schedule "A"**;

"Taxes" means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, GST/HST, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

"Transaction" means the transaction of purchase and sale contemplated by this Agreement; and

"Transfers" has the meaning set out in Section 6.3(1) herein.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The Schedules are incorporated in and form part of this Agreement.

¹ Must be an amount between (a) the Purchaser's first-ranking mortgage principal amount, and (b) the full amount owed, inclusive of accrued interest, fees and costs.

**ARTICLE 3
AGREEMENT TO PURCHASE**

3.1 Purchase and Sale of the Real Property.

- (1) The Vendor hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, the Real Property, on the terms set out herein.
- (2) Subject to the Closing, the Vendor hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all of its rights, claims and demands whatsoever in the Real Property.

3.2 Assumption of Leases

Subject to Closing, the Purchaser hereby agrees to assume the Leases, if any, and from and after the Closing Time shall be responsible for all obligations of the Vendor under the Leases. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the Transaction, and shall survive the closing of this Transaction.

**ARTICLE 4
PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE**

4.1 Purchase Price.

The purchase price for the Real Property shall be equal to the Mortgage Indebtedness Amount plus the amount of the Priority Payables (the "**Purchase Price**").

4.2 Deposit.

- (1) The sum of TEN THOUSAND (\$10,000) Dollars (the "**Deposit**") shall be paid to the Vendor, in trust, upon execution of this Agreement, to be held by the Vendor pending completion or other termination of this Agreement and to be credited in reduction of the purchase price on closing.
- (2) The Parties agree that the Vendor shall cause the Deposit to be placed in a non-interest bearing account and on completion of the Transaction shall be credited to the Purchaser against the Purchase Price on the Closing Date.

4.3 Satisfaction of Purchase Price.

The Purchaser shall indefeasibly pay and satisfy the Purchase Price by:

- (a) paying the Deposit in accordance with Section 4.2;
- (b) paying an amount equal to the Priority Payables (less a credit for the amount of the Deposit) by wire transfer, certified cheque or immediately available funds to the Vendor on Closing; and
- (c) reducing the amount owed by the Vendor to the Purchaser and secured by the Purchaser's mortgage on the Real Property by the Mortgage Indebtedness Amount on a dollar-for-dollar basis.

4.4 No Adjustment of Purchase Price.

- (1) There will be no adjustments to the Purchase Price at Closing, including in respect of any deposits or rental arrears under the Leases.

4.5 Allocation of Purchase Price

- (1) If necessary, the Parties, acting reasonably and in good faith, covenant to use commercially reasonable efforts to agree to allocate the Purchase Price in a mutually agreeable manner on or prior to the Closing Date, provided that failure of the Parties to agree upon an allocation shall not result in the termination of this Agreement but shall rather result in the nullity of the application of this section of the Agreement such that each Party shall be free to make its own reasonable allocation.

ARTICLE 5 TAXES

5.1 Taxes.

- (1) The Parties agree that the Purchase Price is exclusive of any applicable Taxes.
- (2) The Purchaser is liable for and shall pay all applicable land transfer tax, GST/HST and other similar taxes, duties or fees in respect of the registration of the transfer of the Real Property, and other like charges properly payable upon and in connection with the sale, assignment and transfer of the Real Property from the Vendor to the Purchaser.
- (3) To the extent any GST/HST is determined to be payable on the purchase of the Real Property or any part thereof by a Governmental Authority, such GST/HST shall be the exclusive liability of the Purchaser. The Purchaser shall indemnify and save harmless the Vendor from or against any and all GST/HST payable under the ETA, penalties, costs, and/or interest which may be payable by or assessed by a Governmental Authority as it pertains to the sale of the Real Property by the Vendor to the Purchaser.
- (4) The indemnities in this Section 5.1 shall survive the Closing Date in perpetuity.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing.

Closing shall take place at the Closing Time on the Closing Date or at such other time as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers electronically, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Vendor's Closing Deliverables.

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date as expressly provided herein:

- (1) registrable transfer of the Real Property (the "**Transfer**") transferring the Real Property to the Purchaser or as it may direct with the *Planning Act* (Ontario) statements completed;
- (2) a copy of the issued and entered Approval and Vesting Order, and a signed certificate substantially in the form attached thereto;

- (3) a copy of the issued and entered CCAA Assignment Order in respect of the Leases;
- (4) copies of the Leases in the possession of the Vendor;
- (5) a direction as to the payee or payees of the Purchase Price;
- (6) a notice and direction to all tenants under the Leases advising of the sale of the Real Property and directing that all rent payable after Closing be paid to the Purchaser or as the Purchaser may direct; and
- (7) a bring down certificate.

6.4 **Purchaser's Closing Deliverables.**

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at Closing or on such other date as expressly provided herein:

- (1) payment in full of the Purchase Price according to section 4.3 hereof;
- (2) an acknowledgment delivered in accordance with to section 12.1 hereof;
- (3) an indemnity in favour of the Vendor with respect to GST/HST in accordance with Article ARTICLE 5 hereof;
- (4) a bring down certificate; and
- (5) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Vendor, acting reasonably, Applicable Law or any Government Authority.

6.5 **Monitor's Certificate.**

Upon receipt of written confirmation from the Purchaser that the conditions contained in Section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Vendor of the conditions contained in section 7.1, the Vendor shall forthwith deliver to the Purchaser the Monitor's Certificate pursuant to the Approval and Vesting Order, and shall file same with the Court.

6.6 **Electronic Registration.**

If electronic registration of the Transfer at the applicable land registry office is mandatory on the Closing Date, or is optional and is requested by the Purchaser, the following terms shall form part of this Agreement:

- (1) the Vendor and the Purchaser shall each authorize and instruct their respective legal counsel to enter into an escrow closing agreement in the form mandated by the Law Society of Ontario, subject to such reasonable amendments as such legal counsel or the circumstances of the Transaction may require, establishing the procedures and timing for completion of the Transaction (the "**Document Registration Agreement**"); and
- (2) the delivery and exchange of the Transfer documents, other documents and funds and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (a) shall not occur contemporaneously with the registration of the Transfer; and

- (b) shall be governed by the Document Registration Agreement, pursuant to which the lawyer receiving the documents and/or funds will be required to hold the same in escrow and will not be entitled to release the same except in accordance with the provisions of the Document Registration Agreement.

6.7 Registration Costs.

The Purchaser shall bear all costs in registering the Transfer and all costs of preparing any further assurances required to convey the Real Property to it. The Purchaser shall register the Transfer and all such conveyances in accordance with the Document Registration Agreement.

ARTICLE 7 CONDITION PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Vendor.

The obligation of the Vendor to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser in all material respects;
- (3) the Purchaser shall have complied with all the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date in all material respects, including the Purchaser deliverables in section 6.4;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (5) the Court shall have issued the Approval and Vesting Order and the CCAA Assignment Order and the operation and effect of such orders shall not have been stayed, amended, modified, reversed, dismissed or appealed (or such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired).

7.2 Conditions in Favour of Vendor Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Vendor, then the Vendor may, at its sole discretion, and without limiting any rights or remedies available to it at law or in equity:

- (a) terminate this Agreement by Notice to the Purchaser, in which event the Vendor shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.3 Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (a) all the representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (b) all the covenants of the Vendor under this Agreement to be performed on or before the Closing Date shall have been duly performed by the Vendor in all material respects;
- (c) the Vendor shall have complied with all the terms contained in this Agreement applicable to the Vendor prior to the Closing Date in all material respects, including the Vendor deliverables in section 6.3;
- (d) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (e) the Court shall have issued the Approval and Vesting Order and the CCAA Assignment Order and the operation and effect of such orders shall not have been stayed, amended, modified, reversed, dismissed or appealed (or such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired).

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion:

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

ARTICLE 8 REPRESENTATIONS & WARRANTIES OF THE VENDOR

8.1 The Vendor represents and warrants to the Purchaser as follows:

- (1) upon the Court granting the Approval and Vesting Order, the Vendor has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder; and
- (2) the Vendor is not a non-resident of Canada for the purposes of the ITA.

ARTICLE 9 REPRESENTATIONS & WARRANTIES OF THE PURCHASER

9.1 The Purchaser represents and warrants to the Vendor that:

- (1) it has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder; and

- (2) it is not a non-Canadian for the purposes of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada), with the knowledge and expectation that the Vendor is placing complete reliance thereon and, but for such representation and warranty, the Vendor would not have entered into this Agreement.

ARTICLE 10 COVENANTS

10.1 Mutual Covenants.

Each of the Vendor and the Purchaser hereby covenants and agrees that, from the date hereof until Closing, each shall take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, to have the Transaction approved in the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with the conditions set forth in Article 7 hereof.

ARTICLE 11 POSSESSION AND ACCESS PRIOR TO CLOSING

11.1 Possession of Real Property.

At the Closing Time, the Purchaser shall take possession of the Real Property where situated on an "as-is, where is" basis, including any personal property, goods, chattels or fixtures that may be located at the Real Property at the Closing Time. In no event shall the Real Property be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived.

11.2 Risk.

- (1) The Real Property shall be and remain at the risk of the Vendor until Closing and at the risk of the Purchaser from and after Closing.
- (2) If, following execution of this Agreement and prior to Closing, the Real Property is substantially physically damaged or destroyed by fire, casualty or otherwise, then, at its option, the Purchaser may decline to complete the Transaction. Such option shall be exercised by the Purchaser within 15 calendar days after the Purchaser receives Notice from the Vendor of the occurrence of such physical damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 calendar days of the Closing Date), and in the event of such exercise this Agreement shall be terminated automatically. If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. Where any physical damage or destruction is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such physical damage or destruction. For the purposes of this section, substantial physical damage or destruction shall be deemed to have occurred if the physical loss or damage to the Real Property exceeds 15% of the total Purchase Price.
- (3) If, following execution of this Agreement and prior to the Closing Date, all or a material part of the Real Property is expropriated or a notice of expropriation or intent to expropriate all or a material part of the Real Property is issued by any Governmental Authority, the Vendor shall immediately advise the Purchaser thereof by Notice in writing. The Purchaser shall, by Notice in writing given within three Business Days after the Purchaser receives Notice in writing from

the Vendor of such expropriation, elect to either: (i) complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price, and all compensation for expropriation shall be payable to the Purchaser and all right, title and interest of the Vendor to such amounts, if any, shall be assigned to the Purchaser on a without recourse basis; or (ii) terminate this Agreement and not complete the Transaction, in which case all rights and obligations of the Vendor and the Purchaser (except for those obligations which are expressly stated to survive the termination of this Agreement) shall terminate, and the Deposit shall be returned to the Purchaser forthwith.

ARTICLE 12 PURCHASER'S ACKNOWLEDGEMENT

12.1 Acknowledgement from the Purchaser.

The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Real Property on an "as is, where is" and "without recourse" basis as the Real Property shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, Hazardous Materials, deficiencies, work orders, or zoning or building code violations or orders exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Vendor, nor KSV or the Monitor in its corporate or personal capacity, nor Cassels Brock & Blackwell LLP in its capacity as counsel to the Monitor or any other capacity, nor Chaitons LLP in its capacity as Lender Representative Counsel or any other capacity, has provided any representations, warranties, advice or guarantees in connection with this transaction, the Vendor, the Real Property or the Leases, including but not limited to with respect to title to or marketability, use or quality of the Real Property, whether any defects, conditions, impediments, Hazardous Materials, deficiencies, work orders, or zoning or building code violations or orders exist in respect of the Real Property, and the existence and terms of any tenants or occupants at the Real Property, and that the Purchaser has conducted such due diligence or inspections of the condition and title to the Real Property as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Real Property, or the right of the Vendor to use, lease, sell, assign, convey or transfer same, save and except as expressly provided in this Agreement. The description of the Real Property contained in this Agreement is for the purpose of identification only and no representation, warranty or condition has or will be given by the Vendor, KSV, the Monitor, Cassels Brock & Blackwell LLP or Chaitons LLP concerning the accuracy of such description.

12.2 Releases.

- (1) Upon Closing, the Purchaser agrees to irrevocably release and discharge KSV and the Monitor and their directors, officers, employees, agents, legal counsel and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to the Vendor, the Real Property or the CCAA Proceedings.
- (2) Upon Closing, without limiting the foregoing, the Purchaser agrees to irrevocably release and discharge the Vendor, KSV and the Monitor and their directors, officers, employees, agents, legal counsel and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Materials relating to the Real Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Vendor, KSV or the Monitor to clean up or remove or pay for the cleanup or removal of any Hazardous Materials, remediate any condition or matter in, on, under or in the vicinity of the Real Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Materials.
- (3) Subsections (1) and (2) above shall not expire with, or be terminated or extinguished by or merged in the Closing of the Transaction, and shall survive the closing of this Transaction.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may be validly terminated:

- (1) upon the mutual written agreement of the Parties;
- (2) pursuant to section 7.2 hereof by the Vendor; or
- (3) pursuant to section 7.3 hereof by the Purchaser.

13.2 Remedies for Breach of Agreement.

If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Vendor under this Agreement, then the Deposit, without deduction, shall be returned to the Purchaser forthwith (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Purchaser's sole right and remedy as a result of the Vendor's breach). If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Purchaser under this Agreement, then the Deposit shall be forfeited to the Vendor as liquidated damages and not as a penalty, which Deposit the Parties agree is a genuine estimate of the liquidated damages that the Vendor would suffer in such circumstances (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Vendor's sole right and remedy as a result of the Purchaser's breach).

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of a Party, then:

- (1) all obligations of each of the Vendor and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement;
- (2) the Deposit, without deduction, shall be returned to the Purchaser forthwith; and
- (3) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief.

ARTICLE 14 GENERAL CONTRACT PROVISIONS

14.1 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

14.2 Survival Following Completion.

Notwithstanding any other provision of this Agreement, section 4.4, article 8, article 9, article 12, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of the Monitor as monitor of the Vendor, the Parties' respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.3 **Notice.**

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a “**Notice**”) shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

(a) to the Vendor:

c/o KSV Restructuring Inc., in its capacity as Monitor of the Vendor
220 Bay Street, 13th Floor
Toronto, Ontario M5J 2W4

Attention: Noah Goldstein/David Sieradzki
Email: ngoldstein@ksvadvisory.com/dsieradzki@ksvadvisory.com

and a copy to the Vendor’s solicitor for the Transaction:

Kormans LLP
Suite 200, 46 Village Centre Place
Mississauga, Ontario L4Z 1V9

Attention: David Korman/Taimoor Qureshi
Email: dkorman@kormans.ca /tqureshi@kormans.ca

(b) to the Purchaser:

Attention:
Email:

and a copy to the Purchaser’s counsel to:

Attention:
Email:

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third (3rd) Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first (1st) Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth (4th) Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.4 Waiver.

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.5 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.6 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.7 Time of the Essence.

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.8 Assignment.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Vendor's prior written approval. The Purchaser shall have the right to direct that title to the Real Property be taken in the name of another person, entity, joint venture, partnership or corporation (presently in existence or to be incorporated) provided that the Purchaser notifies the Vendor of the name of the assignee at least seven (7) Business Days prior to the issuance of the Approval and Vesting Order and that the assignee shall, in writing, agree to assume and be bound by the terms and conditions of this Agreement (the "**Assumption Agreement**") and a copy of such Assumption Agreement is delivered to the Vendor forthwith after having been entered into, in which case the Purchaser shall nonetheless not be released from any and all further obligations and liabilities hereunder.

14.9 Expenses.

Except as otherwise set out in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

14.10 Severability.

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.11 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.12 Planning Act.

This Agreement is to be effective only if the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, are complied with.

14.13 Counterparts.

This Agreement may be executed in counterparts and by electronic transmission, each of which when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

14.14 Independent Legal Advice.

The Purchaser acknowledges that in executing and delivering this Agreement, it has acted and continues to act freely and without duress, and has had the benefit of independent legal advice from a solicitor duly qualified to practice law and provide legal advice in the Province of Ontario in connection with the negotiation of this agreement.

14.15 Capacity of Monitor

The Purchaser acknowledges and agrees that the Monitor is executing this Agreement, in its capacity as Monitor and not in its personal or corporate capacity, on behalf of the Vendor in accordance with the Monitor's authority under the Monitor's Powers Order and that KSV and the Monitor, and their officers, directors, partners, managers, contractors, shareholders, advisors (including legal counsel), agents, and employees, shall have no personal or corporate responsibility or liability under or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall engage directly and exclusively with the Monitor (and its legal counsel) on behalf of the Vendor on all matters related to this Agreement and the performance of the Purchaser's duties, obligations and covenants hereunder. Without limiting the foregoing, any information, communication or Notices that are required to be provided to the Vendor under this Agreement shall be provided to the Monitor on the Vendor's behalf and any consents, agreements or approvals to be provided by the Vendor under this Agreement shall be provided by the Monitor on the Vendor's behalf pursuant to the Monitor's Powers Order.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Purchaser has duly executed this Agreement as of the date first above written.

[Corporate Purchaser]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

[Individual Purchaser]

WITNESS

Name:

Name:

ACCEPTED by the Vendor this _____ day of _____, 2024.

**By KSV Restructuring Inc., in its capacity as Monitor of the Vendor
and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE A(APS)

“Real Property”

Municipal address

PIN Description

PIN: _____ (LT)

Legal Description:

Appendix “L”

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this _____ day of _____, 2024.

BETWEEN:

(the “Vendor”)

- and -

(the “Purchaser”)

WHEREAS the Vendor has commenced and is subject to a proceeding (the “**CCAA Proceeding**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), under Court File No. CV-24-00713245-00CL in the Ontario Superior Court of Justice (Commercial List) in Toronto (the “**Court**”);

AND WHEREAS KSV Restructuring Inc. (“**KSV**”) was appointed as monitor (in such capacity, the “**Monitor**”) of the Vendor pursuant to the initial order granted by the Court on January 23, 2024 (as subsequently amended and restated on January 31, 2024, February 15, 2024 and March 28, 2024, the “**Initial Order**”);

AND WHEREAS on April 12, 2024, the Court granted an Order, which, among other things, approved a sale or investment solicitation process (the “**SISP**”);

AND WHEREAS on June 25, 2024, the Court granted an order (the “**Monitor’s Powers Order**”) expanding the powers of the Monitor in respect of the Vendor;

AND WHEREAS on August 30, 2024, the Court granted an order (the “**Restructuring Approval Order**”) approving the Restructuring Term Sheet substantially in the form attached to the Monitor’s Seventh Report (the “**Restructuring Term Sheet**”), and authorized the Monitor, on the behalf of the Vendor, to (among other things) enter into credit bid purchase agreements with mortgagees of the Vendor;

AND WHEREAS the Purchaser holds a second-ranking mortgage on the lands and premises set out in **Schedule “A”** attached hereto and described by municipal address and legal description (the “**Real Property**”);

AND WHEREAS pursuant to the Restructuring Approval Order and the Restructuring Term Sheet, the Purchaser wishes to purchase, and the Vendor wishes to sell, the Real Property upon the terms and subject to the conditions set out herein;

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

**ARTICLE 1
DEFINED TERMS**

1.1 Definitions.

In this Agreement:

“Administration Charge” means the administration charge granted under the Initial Order;

“Agreement” means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to **“article”**, **“section”** or **“schedule”** mean the specified article, section of, or schedule to this Agreement and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

“Applicable Law” means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

“Approval and Vesting Order” means the approval and vesting order to be issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser the Real Property free and clear of all Encumbrances, other than the Permitted Encumbrances or any Leases, in form and substance consistent with the Ontario model form of order approved by the Commercial List Users’ Committee with such modifications deemed necessary by the Vendor, acting reasonably, which approval and vesting order may, in the discretion of the Vendor, include approval of one or more other similar sale transactions in the CCAA Proceeding;

“Business Day” means a day on which Schedule 1 Banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in Ontario;

“CCAA” has the meaning set out in the recitals hereof;

“CCAA Assignment Order” means an order of the Court made pursuant to section 11.3 of the CCAA, in form and substance satisfactory to the Vendor, acting reasonably, to be sought by the Vendor assigning the rights and obligations of the Vendor to the Purchaser under the Leases;

“Closing” means the successful completion of the Transaction;

“Closing Date” means the date that is the later of: (i) the first Business Day following the date that is ten (10) days following the date on which the Approval and Vesting Order is issued by the Court; and (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; or, if the Parties agree, such other date as agreed in writing by the Parties;

“Closing Time” means no later than 5:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties;

“Court” has the meaning set out in the recitals hereof;

“Deposit” has the meaning given in section 4.2 herein;

“DIP Agreement” has the meaning given to it in the Initial Order, as may be amended, supplemented, extended or replaced with the consent of the Monitor;

“DIP Lender’s Charge” means the DIP lender’s charge granted under the Initial Order;

“Document Registration Agreement” has the meaning given in section 6.6 herein;

“Encumbrances” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever affecting the Real Property;

“Environmental Law” means any and all applicable international, federal, provincial, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials;

“ETA” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“First Mortgage Amount” means the full amount owed under the prior-ranking mortgage on the Property, including all accrued interest, fees and costs payable under such mortgage;

“First Mortgagee” means the holder of the first-ranking mortgage registered on title to the Property;

“Governmental Authority” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof, including, without limitation, any municipality in which the Real Property is located; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“GST/HST” means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA, or any other similar statute in any jurisdiction of Canada;

“Hazardous Materials” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any **“contaminants”**, **“dangerous substances”**, **“hazardous materials”**, **“hazardous substances”**, **“hazardous wastes”**, **“industrial wastes”**, **“liquid wastes”**, **“pollutants”** and **“toxic substances”**, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono or poly-chlorinated biphenyl wastes;

“Initial Order” has the meaning set out in the recitals hereof;

“ITA” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“KSV” has the meaning set out in the recitals hereof;

“Lender Representative Counsel” means Chaitons LLP;

“Leases” means, collectively, all lease agreements existing in respect of the Real Property as at the Closing Time;

“Monitor” has the meaning set out in the recitals hereof;

“Monitor’s Powers Order” has the meaning set out in the recitals hereof;

"Mortgage Indebtedness Amount" means the amount of \$ _____¹, representing [specify all or part] of the indebtedness owed by the Vendor to the Purchaser as of the Closing Date and secured by the Purchaser's mortgage on the Real Property;

"Notice" has the meaning given in section 14.3 herein;

"Parties" means the Vendor and the Purchaser;

"Permitted Encumbrances" means all those Encumbrances as determined by the Monitor, acting reasonably, not to be affected by the Approval and Vesting Order, provided that, for greater certainty, Permitted Encumbrances shall not include any mortgages registered on title to the Real Property, the Administration Charge or the DIP Lender's Charge;

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

"Priority Payables" means all amounts owing (including all amounts accrued but not yet payable) by the Vendor as of the Closing Date which rank in priority to the Mortgage Indebtedness Amount, including but not limited to the amounts secured by, or to be secured by, the Administration Charge and the DIP Lender's Charge, as may be allocated by the Monitor to the Real Property;

"Purchase Price" has the meaning set out in section 4.1 herein;

"Real Property" has the meaning set out in the recitals hereof;

"Schedules" means the schedule attached hereto as **Schedule "A"**;

"Taxes" means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, GST/HST, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

"Transaction" means the transaction of purchase and sale contemplated by this Agreement; and

"Transfers" has the meaning set out in Section 6.3(1) herein.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The Schedules are incorporated in and form part of this Agreement.

¹ Must be an amount between (a) the Purchaser's second-ranking mortgage principal amount, and (b) the full amount owed, inclusive of accrued interest, fees and costs.

**ARTICLE 3
AGREEMENT TO PURCHASE**

3.1 Purchase and Sale of the Real Property.

- (1) The Vendor hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, the Real Property, on the terms set out herein.
- (2) Subject to the Closing, the Vendor hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all of its rights, claims and demands whatsoever in the Real Property.

3.2 Assumption of Leases

Subject to Closing, the Purchaser hereby agrees to assume the Leases, if any, and from and after the Closing Time shall be responsible for all obligations of the Vendor under the Leases. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the Transaction, and shall survive the closing of this Transaction.

**ARTICLE 4
PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE**

4.1 Purchase Price.

The purchase price for the Real Property shall be equal to the Mortgage Indebtedness Amount, plus the First Mortgage Amount, plus the amount of the Priority Payables (the "**Purchase Price**").

4.2 Deposit.

- (1) The Purchaser shall pay to the Vendor, in trust, upon execution of this Agreement, a deposit in the sum of TEN THOUSAND (\$10,000) Dollars plus 10% of the First Mortgage Amount as of the date of this Agreement (collectively, the "**Deposit**"), to be held by the Vendor pending completion or other termination of this Agreement and to be credited in reduction of the purchase price on closing.
- (2) The Parties agree that the Vendor shall cause the Deposit to be placed in a non-interest bearing account and on completion of the Transaction shall be credited to the Purchaser against the Purchase Price on the Closing Date.

4.3 Satisfaction of Purchase Price.

The Purchaser shall indefeasibly pay and satisfy the Purchase Price by:

- (a) paying the Deposit in accordance with Section 4.2;
- (b) paying an amount equal to the Priority Payables (less a credit for the amount of the Deposit) by wire transfer, certified cheque or immediately available funds to the Vendor on Closing;
- (c) paying the First Mortgage Amount as of the Closing Date to the First Mortgagee, or as it may direct, by wire transfer, certified cheque or immediately available funds on Closing, and providing evidence of such payment to the Vendor's solicitor on Closing together with an undertaking from the Purchaser's solicitor to pay the First Mortgagee and obtain and register a discharge; and

- (d) reducing the amount owed by the Vendor to the Purchaser and secured by the Purchaser's mortgage on the Real Property by the Mortgage Indebtedness Amount on a dollar-for-dollar basis.

4.4 **No Adjustment of Purchase Price.**

- (1) There will be no adjustments to the Purchase Price at Closing, including in respect of any deposits or rental arrears under the Leases.

4.5 **Allocation of Purchase Price**

- (1) If necessary, the Parties, acting reasonably and in good faith, covenant to use commercially reasonable efforts to agree to allocate the Purchase Price in a mutually agreeable manner on or prior to the Closing Date, provided that failure of the Parties to agree upon an allocation shall not result in the termination of this Agreement but shall rather result in the nullity of the application of this section of the Agreement such that each Party shall be free to make its own reasonable allocation.

ARTICLE 5 TAXES

5.1 **Taxes.**

- (1) The Parties agree that the Purchase Price is exclusive of any applicable Taxes.
- (2) The Purchaser is liable for and shall pay all applicable land transfer tax, GST/HST and other similar taxes, duties or fees in respect of the registration of the transfer of the Real Property, and other like charges properly payable upon and in connection with the sale, assignment and transfer of the Real Property from the Vendor to the Purchaser.
- (3) To the extent any GST/HST is determined to be payable on the purchase of the Real Property or any part thereof by a Governmental Authority, such GST/HST shall be the exclusive liability of the Purchaser. The Purchaser shall indemnify and save harmless the Vendor from or against any and all GST/HST payable under the ETA, penalties, costs, and/or interest which may be payable by or assessed by a Governmental Authority as it pertains to the sale of the Real Property by the Vendor to the Purchaser.
- (4) The indemnities in this Section 5.1 shall survive the Closing Date in perpetuity.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 **Closing.**

Closing shall take place at the Closing Time on the Closing Date or at such other time as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers electronically, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Vendor's Closing Deliverables.

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date as expressly provided herein:

- (1) registrable transfer of the Real Property (the "**Transfer**") transferring the Real Property to the Purchaser or as it may direct with the *Planning Act* (Ontario) statements completed;
- (2) a copy of the issued and entered Approval and Vesting Order, and a signed certificate substantially in the form attached thereto;
- (3) a copy of the issued and entered CCAA Assignment Order in respect of the Leases;
- (4) copies of the Leases in the possession of the Vendor;
- (5) a direction as to the payee or payees of the Purchase Price;
- (6) a notice and direction to all tenants under the Leases advising of the sale of the Real Property and directing that all rent payable after Closing be paid to the Purchaser or as the Purchaser may direct; and
- (7) a bring down certificate.

6.4 Purchaser's Closing Deliverables.

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at Closing or on such other date as expressly provided herein:

- (1) payment in full of the Purchase Price according to section 4.3 hereof;
- (2) an acknowledgment delivered in accordance with to section 12.1 hereof;
- (3) an indemnity in favour of the Vendor with respect to GST/HST in accordance with Article ARTICLE 5 hereof;
- (4) an undertaking from the Purchaser's solicitor in accordance with section 4.3(c) hereof;
- (5) a bring down certificate; and
- (6) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Vendor, acting reasonably, Applicable Law or any Government Authority.

6.5 Monitor's Certificate.

Upon receipt of written confirmation from the Purchaser that the conditions contained in Section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Vendor of the conditions contained in section 7.1, the Vendor shall forthwith deliver to the Purchaser the Monitor's Certificate pursuant to the Approval and Vesting Order, and shall file same with the Court.

6.6 Electronic Registration.

If electronic registration of the Transfer at the applicable land registry office is mandatory on the Closing Date, or is optional and is requested by the Purchaser, the following terms shall form part of this Agreement:

- (1) the Vendor and the Purchaser shall each authorize and instruct their respective legal counsel to enter into an escrow closing agreement in the form mandated by the Law Society of Ontario, subject to such reasonable amendments as such legal counsel or the circumstances of the Transaction may require, establishing the procedures and timing for completion of the Transaction (the "**Document Registration Agreement**"); and
- (2) the delivery and exchange of the Transfer documents, other documents and funds and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (a) shall not occur contemporaneously with the registration of the Transfer; and
 - (b) shall be governed by the Document Registration Agreement, pursuant to which the lawyer receiving the documents and/or funds will be required to hold the same in escrow and will not be entitled to release the same except in accordance with the provisions of the Document Registration Agreement.

6.7 Registration Costs.

The Purchaser shall bear all costs in registering the Transfer and all costs of preparing any further assurances required to convey the Real Property to it. The Purchaser shall register the Transfer and all such conveyances in accordance with the Document Registration Agreement.

ARTICLE 7 CONDITION PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Vendor.

The obligation of the Vendor to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser in all material respects;
- (3) the Purchaser shall have complied with all the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date in all material respects, including the Purchaser deliverables in section 6.4;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (5) the Court shall have issued the Approval and Vesting Order and the CCAA Assignment Order and the operation and effect of such orders shall not have been stayed, amended, modified, reversed, dismissed or appealed (or such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired).

7.2 Conditions in Favour of Vendor Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Vendor, then the Vendor may, at its sole discretion, and without limiting any rights or remedies available to it at law or in equity:

- (a) terminate this Agreement by Notice to the Purchaser, in which event the Vendor shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.3 Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (a) all the representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (b) all the covenants of the Vendor under this Agreement to be performed on or before the Closing Date shall have been duly performed by the Vendor in all material respects;
- (c) the Vendor shall have complied with all the terms contained in this Agreement applicable to the Vendor prior to the Closing Date in all material respects, including the Vendor deliverables in section 6.3;
- (d) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Real Property, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (e) the Court shall have issued the Approval and Vesting Order and the CCAA Assignment Order and the operation and effect of such orders shall not have been stayed, amended, modified, reversed, dismissed or appealed (or such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired).

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion:

- (a) terminate this Agreement by notice to the Vendor, in which event the Purchaser shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

**ARTICLE 8
REPRESENTATIONS & WARRANTIES OF THE VENDOR**

8.1 The Vendor represents and warrants to the Purchaser as follows:

- (1) upon the Court granting the Approval and Vesting Order, the Vendor has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder; and
- (2) the Vendor is not a non-resident of Canada for the purposes of the ITA.

**ARTICLE 9
REPRESENTATIONS & WARRANTIES OF THE PURCHASER**

9.1 The Purchaser represents and warrants to the Vendor that:

- (1) it has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder; and
- (2) it is not a non-Canadian for the purposes of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada), with the knowledge and expectation that the Vendor is placing complete reliance thereon and, but for such representation and warranty, the Vendor would not have entered into this Agreement.

**ARTICLE 10
COVENANTS**

10.1 **Mutual Covenants.**

Each of the Vendor and the Purchaser hereby covenants and agrees that, from the date hereof until Closing, each shall take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, to have the Transaction approved in the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with the conditions set forth in Article 7 hereof.

**ARTICLE 11
POSSESSION AND ACCESS PRIOR TO CLOSING**

11.1 **Possession of Real Property.**

At the Closing Time, the Purchaser shall take possession of the Real Property where situated on an "as-is, where is" basis, including any personal property, goods, chattels or fixtures that may be located at the Real Property at the Closing Time. In no event shall the Real Property be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived.

11.2 **Risk.**

- (1) The Real Property shall be and remain at the risk of the Vendor until Closing and at the risk of the Purchaser from and after Closing.
- (2) If, following execution of this Agreement and prior to Closing, the Real Property is substantially physically damaged or destroyed by fire, casualty or otherwise, then, at its option, the Purchaser

may decline to complete the Transaction. Such option shall be exercised by the Purchaser within 15 calendar days after the Purchaser receives Notice from the Vendor of the occurrence of such physical damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 calendar days of the Closing Date), and in the event of such exercise this Agreement shall be terminated automatically. If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. Where any physical damage or destruction is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such physical damage or destruction. For the purposes of this section, substantial physical damage or destruction shall be deemed to have occurred if the physical loss or damage to the Real Property exceeds 15% of the total Purchase Price.

- (3) If, following execution of this Agreement and prior to the Closing Date, all or a material part of the Real Property is expropriated or a notice of expropriation or intent to expropriate all or a material part of the Real Property is issued by any Governmental Authority, the Vendor shall immediately advise the Purchaser thereof by Notice in writing. The Purchaser shall, by Notice in writing given within three Business Days after the Purchaser receives Notice in writing from the Vendor of such expropriation, elect to either: (i) complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price, and all compensation for expropriation shall be payable to the Purchaser and all right, title and interest of the Vendor to such amounts, if any, shall be assigned to the Purchaser on a without recourse basis; or (ii) terminate this Agreement and not complete the Transaction, in which case all rights and obligations of the Vendor and the Purchaser (except for those obligations which are expressly stated to survive the termination of this Agreement) shall terminate, and the Deposit shall be returned to the Purchaser forthwith.

ARTICLE 12 PURCHASER'S ACKNOWLEDGEMENT

12.1 Acknowledgement from the Purchaser.

The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Real Property on an "as is, where is" and "without recourse" basis as the Real Property shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, Hazardous Materials, deficiencies, work orders, or zoning or building code violations or orders exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Vendor, nor KSV or the Monitor in its corporate or personal capacity, nor Cassels Brock & Blackwell LLP in its capacity as counsel to the Monitor or any other capacity, nor Chaitons LLP in its capacity as Lender Representative Counsel or any other capacity, has provided any representations, warranties, advice or guarantees in connection with this transaction, the Vendor, the Real Property or the Leases, including but not limited to with respect to title to or marketability, use or quality of the Real Property, whether any defects, conditions, impediments, Hazardous Materials, deficiencies, work orders, or zoning or building code violations or orders exist in respect of the Real Property, and the existence and terms of any tenants or occupants at the Real Property, and that the Purchaser has conducted such due diligence or inspections of the condition and title to the Real Property as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Real Property, or the right of the Vendor to use, lease, sell, assign, convey or transfer same, save and except as expressly provided in this Agreement. The description of the Real Property contained in this Agreement is for the purpose of identification only and no representation, warranty or condition has or will be given by the Vendor, KSV, the Monitor, Cassels Brock & Blackwell LLP or Chaitons LLP concerning the accuracy of such description.

12.2 Releases.

- (1) Upon Closing, the Purchaser agrees to irrevocably release and discharge KSV and the Monitor and their directors, officers, employees, agents, legal counsel and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to the Vendor, the Real Property or the CCAA Proceedings.
- (2) Upon Closing, without limiting the foregoing, the Purchaser agrees to irrevocably release and discharge the Vendor, KSV and the Monitor and their directors, officers, employees, agents, legal counsel and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Materials relating to the Real Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Vendor, KSV or the Monitor to clean up or remove or pay for the cleanup or removal of any Hazardous Materials, remediate any condition or matter in, on, under or in the vicinity of the Real Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Materials.
- (3) Subsections (1) and (2) above shall not expire with, or be terminated or extinguished by or merged in the Closing of the Transaction, and shall survive the closing of this Transaction.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may be validly terminated:

- (1) upon the mutual written agreement of the Parties;
- (2) pursuant to section 7.2 hereof by the Vendor; or
- (3) pursuant to section 7.3 hereof by the Purchaser.

13.2 Remedies for Breach of Agreement.

If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Vendor under this Agreement, then the Deposit, without deduction, shall be returned to the Purchaser forthwith (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Purchaser's sole right and remedy as a result of the Vendor's breach). If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Purchaser under this Agreement, then the Deposit shall be forfeited to the Vendor as liquidated damages and not as a penalty, which Deposit the Parties agree is a genuine estimate of the liquidated damages that the Vendor would suffer in such circumstances (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Vendor's sole right and remedy as a result of the Purchaser's breach).

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of a Party, then:

- (1) all obligations of each of the Vendor and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement;
- (2) the Deposit, without deduction, shall be returned to the Purchaser forthwith; and
- (3) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief.

**ARTICLE 14
GENERAL CONTRACT PROVISIONS**

14.1 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

14.2 Survival Following Completion.

Notwithstanding any other provision of this Agreement, section 3.2, section 4.4, article 8, article 9, article 12, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of the Monitor as monitor of the Vendor, the Parties' respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.3 Notice.

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a "**Notice**") shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

(a) to the Vendor:

c/o KSV Restructuring Inc., in its capacity as Monitor of the Vendor
220 Bay Street, 13th Floor
Toronto, Ontario M5J 2W4

Attention: Noah Goldstein/David Sieradzki
Email: ngoldstein@ksvadvisory.com/dsieradzki@ksvadvisory.com

and a copy to the Vendor's solicitor for the Transaction:

Kormans LLP
Suite 200, 46 Village Centre Place
Mississauga, Ontario L4Z 1V9

Attention: David Korman/Taimoor Qureshi
Email: dkorman@kormans.ca /tqureshi@kormans.ca

(b) to the Purchaser:

Attention:
Email:

and a copy to the Purchaser's counsel to:

Attention:
Email:

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third (3rd) Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first (1st) Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth (4th) Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.4 **Waiver.**

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.5 **Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.6 **Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.7 **Time of the Essence.**

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.8 **Assignment.**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Vendor's prior written approval. The Purchaser shall have the right to direct that title to the Real Property be taken in the name of another person, entity, joint venture, partnership or corporation (presently in existence or to be incorporated) provided that the Purchaser notifies the Vendor of the name of the assignee at least seven (7) Business Days prior to the issuance of the Approval and Vesting Order and that the assignee shall, in writing, agree to assume and be bound by the terms and conditions of this Agreement (the "**Assumption Agreement**") and a copy of such Assumption Agreement

is delivered to the Vendor forthwith after having been entered into, in which case the Purchaser shall nonetheless not be released from any and all further obligations and liabilities hereunder.

14.9 Expenses.

Except as otherwise set out in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

14.10 Severability.

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.11 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.12 Planning Act.

This Agreement is to be effective only if the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, are complied with.

14.13 Counterparts.

This Agreement may be executed in counterparts and by electronic transmission, each of which when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

14.14 Independent Legal Advice.

The Purchaser acknowledges that in executing and delivering this Agreement, it has acted and continues to act freely and without duress, and has had the benefit of independent legal advice from a

solicitor duly qualified to practice law and provide legal advice in the Province of Ontario in connection with the negotiation of this agreement.

14.15 **Capacity of Monitor**

The Purchaser acknowledges and agrees that the Monitor is executing this Agreement, in its capacity as Monitor and not in its personal or corporate capacity, on behalf of the Vendor in accordance with the Monitor's authority under the Monitor's Powers Order and that KSV and the Monitor, and their officers, directors, partners, managers, contractors, shareholders, advisors (including legal counsel), agents, and employees, shall have no personal or corporate responsibility or liability under or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall engage directly and exclusively with the Monitor (and its legal counsel) on behalf of the Vendor on all matters related to this Agreement and the performance of the Purchaser's duties, obligations and covenants hereunder. Without limiting the foregoing, any information, communication or Notices that are required to be provided to the Vendor under this Agreement shall be provided to the Monitor on the Vendor's behalf and any consents, agreements or approvals to be provided by the Vendor under this Agreement shall be provided by the Monitor on the Vendor's behalf pursuant to the Monitor's Powers Order.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Purchaser has duly executed this Agreement as of the date first above written.

[Corporate Purchaser]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

[Individual Purchaser]

WITNESS

_____ Name:

_____ Name:

ACCEPTED by the Vendor this _____ day of _____, 2024.

_____,
**By KSV Restructuring Inc., in its capacity as Monitor of the Vendor
and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE A(APS)

“Real Property”

Municipal address

PIN Description

PIN: _____ (LT)

Legal Description:

Appendix “M”

November ●, 2024

Re: Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses in the Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the “Applicants”)

Pursuant to an Initial Order granted on January 23, 2024 by the Ontario Superior Court of Justice (Commercial List) (the "Court"), KSV Restructuring Inc. was appointed as monitor (the "Monitor") of the Applicants in connection with the Applicants' proceedings commenced under the *Companies' Creditors Arrangement Act* ("CCAA").

The purpose of this Notice is to provide the Applicants' secured and unsecured lenders with notice of a motion that is being brought before the Court by the Monitor at 10:00 a.m. on December 6, 2024 seeking, among other things, an order of the Court that will discharge and release lenders' rights, claims, mortgages or other security against certain of the properties owned by the Applicants that will, subject to Court approval, be transferred to the lenders (or their assignee/designee) who exercised their Court-approved credit bid rights in respect of such property.

A copy of the Motion Record of the Monitor, including a copy of the Tenth Report of the Monitor dated November 29, 2024 (the “Tenth Report”), can be found on the Monitor’s website at <https://www.ksvadvisory.com/experience/case/SID>.

The Monitor encourages you to review the Motion Record, including the Tenth Report, carefully and to consult with the Secured Lender Representative Counsel or the Unsecured Lender Representative Counsel, as applicable, as necessary.

The Monitor’s motion will be heard by the Court [virtually via zoom]. If you wish to attend the virtual court hearing, please email Stephanie Fernandes at sfernandes@cassels.com by no later than 10:00 a.m. on December 5, 2024.

Court materials filed in, and additional information regarding, the Applicants’ CCAA proceedings are available on the Monitor’s website at: <https://www.ksvadvisory.com/experience/case/SID>.

Yours very truly,

KSV RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC. AND NOT IN ITS PERSONAL CAPACITY

Appendix “N”

November ●, 2024

Re: Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses in the Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the “Applicants”)

Pursuant to an Initial Order granted on January 23, 2024 by the Ontario Superior Court of Justice (Commercial List) (the "Court"), KSV Restructuring Inc. was appointed as monitor (the "Monitor") of the Applicants in connection with the Applicants' proceedings commenced under the *Companies' Creditors Arrangement Act* ("CCAA").

You are receiving this Notice because the Monitor understands that you are a tenant in a property that is owned by one of the Applicants. Your lease agreement may be with a property management company called SID Management Inc.

The purpose of this Notice is to provide you with notice of a motion that is being brought before the Court by the Monitor at 10:00 a.m. on December 6, 2024 seeking, among other things, an order of the Court approving a sale of the property to a lender of the Applicant (or their assignee/designee), which will include an assignment and transfer of your lease to the purchaser.

Please note that, effective on the closing of the purchase of the property, the purchaser of the property is required to assume your lease on its existing terms and accordingly your rights are not being negatively affected. Subject to Court approval, the assignment and assumption of your lease will occur automatically upon closing of the sale of the property. The Monitor expects that the purchaser will be in contact with you immediately following closing of the transaction to discuss, among other things, how monthly rent is to be paid going forward.

A copy of the Motion Record of the Monitor, including a copy of the Tenth Report of the Monitor dated November 29, 2024 (the “Tenth Report”), can be found on the Monitor’s website at <https://www.ksvadvisory.com/experience/case/SID>.

If you have any difficulties accessing the Monitor’s Motion Record or Tenth Report or if you have any questions, please contact the Monitor at Balboa@ksvadvisory.com.

The Monitor’s motion will be heard by the Court [virtually via zoom]. If you wish to attend the [virtual] court hearing, please email Stephanie Fernandes at sfernandes@cassels.com by no later than 10:00 a.m. on December 5, 2024.

Yours very truly,

KSV RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC. AND NOT IN ITS PERSONAL CAPACITY

Appendix “O”

November ●, 2024

Re: Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses in the Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the “Applicants”)

Pursuant to an Initial Order granted on January 23, 2024 by the Ontario Superior Court of Justice (Commercial List) (the "Court"), KSV Restructuring Inc. was appointed as monitor (the "Monitor") of the Applicants in connection with the Applicants' proceedings commenced under the *Companies' Creditors Arrangement Act* ("CCAA").

You are receiving this Notice because the Monitor understands that you are a tenant in a property that is owned by one of the Applicants. Your lease agreement may be with a property management company called SID Management Inc.

The purpose of this Notice is to provide you with notice of a motion that is being brought before the Court by the Monitor at 10:00 a.m. on December 6, 2024 seeking, among other things, an order of the Court approving an assignment and transfer of your lease to the Applicant that owns the property in connection with the transfer of management of the property from SID Management Inc. to Richmond Advisory Services Inc. (“Richmond”).

Please note that the assignment of your lease will not otherwise change the terms of your lease and accordingly your rights are not being negatively affected. In the coming weeks, a member of the Richmond team will be contacting you to advise of any changes to the payment of your monthly rent.

A copy of the Motion Record of the Monitor, including a copy of the Tenth Report of the Monitor dated November 29, 2024 (the “Tenth Report”), can be found on the Monitor’s website at <https://www.ksvadvisory.com/experience/case/SID>.

If you have any difficulties accessing the Monitor’s Motion Record or Tenth Report or if you have any questions, please contact the Monitor at Balboa@ksvadvisory.com.

The Monitor’s motion will be heard by the Court [virtually via zoom]. If you wish to attend the [virtual] court hearing, please email Stephanie Fernandes at sfernandes@cassels.com by no later than 10:00 a.m. on December 5, 2024.

Yours very truly,

KSV RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC. AND NOT IN ITS PERSONAL CAPACITY

Appendix “P”

Balboa Inc. et al
Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
1	101 Fourth Avenue	Timmins	24,031.53	1,604.51	25,636.04
2	12 Winfield Dr	Sault Ste. Marie	34,295.61	2,674.19	36,969.80
3	13 Premier Ave W	Kirkland Lake	26,853.06	2,139.35	28,992.41
4	156 Montgomery Ave	Timmins	27,568.84	2,139.35	29,708.19
5	156 St. George Ave E	Sault Ste. Marie	28,102.74	2,406.77	30,509.51
6	164 Birch St N	Timmins	23,902.94	1,925.42	25,828.36
7	182 Biggings Ave	Sault Ste. Marie	26,878.88	1,711.48	28,590.36
8	199 Cayuga Dr	Timmins	37,154.51	2,994.02	40,148.53
9	199 Oneil Ave	Timmins	29,927.08	2,460.25	32,387.34
10	2 Station Rd S	Kirkland Lake	28,911.19	2,267.71	31,178.90
11	219 Birch St N	Timmins	32,356.45	2,674.19	35,030.64
12	249 Malette Cres	Timmins	36,832.72	3,102.06	39,934.78
13	258 St James St	Sault Ste. Marie	23,652.54	2,085.87	25,738.41
14	295 Van Horne	Sudbury	43,763.41	3,519.23	47,282.64
15	336 Mountjoy St S	Timmins	41,810.99	3,209.03	45,020.02
16	353 Moody St	Sault Ste. Marie	35,474.01	2,995.09	38,469.10
17	359 Farwell Terr	Sault Ste. Marie	26,559.11	2,139.35	28,698.46
18	377 Wilson St	Sault Ste. Marie	29,306.42	2,567.22	31,873.64
19	379 Elm St S	Timmins	24,952.90	2,138.28	27,091.18
20	38 Birch St	Sault Ste. Marie	23,236.11	2,032.38	25,268.49
21	38 Fourth Ave	Timmins	25,088.69	2,032.38	27,121.07
22	390 Dell St	Sudbury	63,501.90	4,385.67	67,887.57
23	395 Tamarack St	Timmins	34,703.65	2,861.38	37,565.03
24	4 Sheppard St	Sault Ste. Marie	35,555.79	2,834.64	38,390.43
25	40 Algoma Ave.	Sault Ste. Marie	25,071.76	1,871.93	26,943.69
26	400 Wallace Terrace	Sault Ste. Marie	26,035.11	2,299.80	28,334.91
27	44 Elm St N	Timmins	38,340.06	2,674.19	41,014.25
28	47 Cecil Ave.	Timmins	29,112.34	1,871.93	30,984.27
29	470 Randall Dr	Timmins	34,562.22	2,888.13	37,450.34
30	521 Clinton Ave	Sudbury	34,653.44	2,674.19	37,327.63
31	6 Alexander Ave	Kirkland Lake	26,284.75	2,139.35	28,424.10
32	6 Hollinger Lane	Timmins	26,361.78	1,892.26	28,254.04
33	67 Rand Ave	Kirkland Lake	22,926.78	1,497.55	24,424.32
34	721 Howey Dr	Sudbury	49,496.40	3,989.89	53,486.30
35	93 Logan Ave	Sudbury	33,315.37	2,673.12	35,988.49
36	100 Conley Street South	Timmins	32,406.85	2,128.66	34,535.50
37	1026 Michener Blvd	Timmins	44,161.58	3,316.00	47,477.58
38	106 Commercial Ave.	Timmins	44,766.36	3,369.48	48,135.83
39	106 Conley St S	Timmins	38,304.32	2,139.35	40,443.67
40	108 Albert St	Sault Ste. Marie	24,628.08	1,711.48	26,339.56
41	116 Main St	Timmins	20,776.34	1,497.55	22,273.88
42	118 Grosvenor Ave	Sault Ste. Marie	37,646.67	2,353.29	39,999.95
43	126 Tancred St	Sault Ste. Marie	19,748.66	1,551.03	21,299.69
44	128 Dennis St	Sault Ste. Marie	36,652.23	1,540.33	38,192.57
45	129 Birch St. S	Timmins	37,035.65	2,674.19	39,709.84
46	136 Pine St N	Timmins	45,870.46	2,674.19	48,544.65
47	145 Biggings Ave	Sault Ste. Marie	16,991.62	1,577.77	18,569.40
48	145 Carufel Ave	Sault Ste. Marie	43,204.28	3,048.58	46,252.86
49	145-149 Fifth Ave	Timmins	44,592.82	3,289.25	47,882.07
50	147 Front St.	Timmins	27,641.67	2,112.61	29,754.28
51	147 Maple St. S	Timmins	25,857.41	2,032.38	27,889.79
52	148 Elm St N	Timmins	38,809.98	3,048.58	41,858.56
53	148 Pine St N	Timmins	21,177.60	1,390.58	22,568.18
54	152 Elm Street N	Timmins	27,378.31	1,834.49	29,212.81
55	1540 Wellington St E	Sault Ste. Marie	35,909.08	2,727.67	38,636.75
56	155 Wallace Terrace	Sault Ste. Marie	26,921.04	2,139.35	29,060.39
57	156 Warner St	Timmins	53,312.24	1,817.38	55,129.62
58	157 Maple Street N	Timmins	26,356.24	1,551.03	27,907.27
59	159 Wallace Terrace	Sault Ste. Marie	30,058.56	1,497.55	31,556.10
60	162 Spadina Ave	Sault Ste. Marie	21,407.37	1,978.90	23,386.27
61	168 Hudson St	Sault Ste. Marie	19,231.35	1,764.97	20,996.31

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#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
62	169 Andrew St	Sault Ste. Marie	29,549.13	2,674.19	32,223.32
63	169 Balsam Street N	Timmins	42,516.19	2,941.61	45,457.80
64	174 Goulais Ave	Sault Ste. Marie	47,099.81	1,978.90	49,078.71
65	176 March St	Sault Ste. Marie	61,321.05	2,781.16	64,102.21
66	180 Tamarack St	Timmins	28,642.83	1,925.42	30,568.25
67	187 Moore St	Timmins	66,136.03	4,813.54	70,949.57
68	210 Cathcart St	Sault Ste. Marie	17,201.32	1,176.64	18,377.97
69	210 Commercial Avenue	Timmins	41,504.93	2,567.22	44,072.15
70	210 Glasgow Ave	Sault Ste. Marie	22,421.98	1,850.54	24,272.52
71	211 Middleton Ave	Timmins	30,904.85	1,924.35	32,829.20
72	22 Pardee Ave	Sault Ste. Marie	26,949.65	2,353.29	29,302.93
73	237 Wellington St.	Sault Ste. Marie	19,770.15	1,230.13	21,000.27
74	24 St. Andrews Ter	Sault Ste. Marie	35,911.59	1,817.38	37,728.97
75	254 Goulais Ave	Sault Ste. Marie	24,206.80	1,989.60	26,196.39
76	26 Avenue Rd	Timmins	39,458.25	1,925.42	41,383.67
77	273 Birch St. N	Timmins	40,241.74	2,888.13	43,129.86
78	277-279 Patricia Blvd	Timmins	46,531.51	3,305.30	49,836.81
79	282 Fourth Ave	Sault Ste. Marie	26,194.38	2,085.87	28,280.25
80	29 Alberta Ave	Sault Ste. Marie	23,787.60	1,870.86	25,658.46
81	290 Sixth Ave	Timmins	39,154.70	3,102.06	42,256.76
82	30 Melville Rd	Sault Ste. Marie	25,773.29	2,032.38	27,805.67
83	302 Franklin Street	Sault Ste. Marie	29,110.63	2,032.38	31,143.01
84	306 Birch St North	Timmins	28,256.57	1,925.42	30,181.99
85	31 Wellington Street W	Sault Ste. Marie	29,673.08	2,459.19	32,132.27
86	325 Alexandra St	Sault Ste. Marie	28,444.98	1,497.55	29,942.52
87	331 Spruce Street	Timmins	46,140.38	2,781.16	48,921.54
88	335 Spruce Street	Timmins	34,919.82	1,604.51	36,524.33
89	336 Eva Ave	Sudbury	39,304.73	3,048.58	42,353.31
90	34 Carlin Ave	Timmins	44,473.19	2,406.77	46,879.96
91	342 Sixth Ave	Sault Ste. Marie	35,119.23	2,834.64	37,953.87
92	351 Balsam Street S	Timmins	23,169.26	1,764.97	24,934.22
93	352 Moody Street	Sault Ste. Marie	26,375.82	1,818.45	28,194.27
94	354 Antwerp Street	Greater Sudbury	28,504.41	2,513.74	31,018.15
95	370 Pine Street	Sault Ste. Marie	34,990.65	2,759.76	37,750.41
96	375 Lonergan Blvd	Timmins	38,839.67	2,139.35	40,979.02
97	376 Borden Ave	Sault Ste. Marie	27,926.07	1,978.90	29,904.97
98	38 Laurier Ave.	Timmins	31,947.73	2,032.38	33,980.11
99	405 Wellington St. E	Sault Ste. Marie	21,501.68	1,978.90	23,480.58
100	41 & 43 Way Ave.	Timmins	54,868.81	2,834.64	57,703.45
101	417 Dovercourt Road	Sault Ste. Marie	25,972.43	1,978.90	27,951.33
102	431 Frood Rd	Sudbury	37,257.49	2,994.02	40,251.51
103	433 Woodcroft Ave	Sault Ste. Marie	33,622.41	2,888.13	36,510.53
104	44 Crescent Ave	Timmins	42,456.49	2,888.13	45,344.61
105	45 Maple St N	Timmins	32,342.96	2,139.35	34,482.31
106	456 Douglas Street	Sault Ste. Marie	42,705.22	3,562.02	46,267.24
107	468 Toke St	Timmins	41,034.82	2,888.13	43,922.94
108	485 Pine St S	Timmins	36,859.75	3,209.03	40,068.78
109	488 Morin Street	Sault Ste. Marie	44,719.86	1,786.36	46,506.22
110	499 Second Line W	Sault Ste. Marie	84,407.48	6,845.93	91,253.41
111	502 John St	Sault Ste. Marie	35,493.12	2,888.13	38,381.24
112	51 Pardee Ave	Sault Ste. Marie	28,413.39	2,406.77	30,820.16
113	514 Wallace Terrace	Sault Ste. Marie	27,973.71	2,107.26	30,080.97
114	52 Broadway Ave	Timmins	38,247.63	1,497.55	39,745.17
115	53 Wayne Crt	Sault Ste. Marie	38,235.62	2,888.13	41,123.74
116	531 Tedman Ave	Greater Sudbury	32,369.97	2,791.85	35,161.82
117	538 Northland Road	Sault Ste. Marie	29,365.60	1,764.97	31,130.56
118	54 Jubilee Avenue East	Timmins	24,549.34	1,764.97	26,314.30
119	55 Crescent Ave	Timmins	29,210.97	2,084.80	31,295.77
120	55 - 63 Preston Street	Timmins	100,919.16	8,985.28	109,904.44
121	567 Wellington Street W	Sault Ste. Marie	26,496.14	2,032.38	28,528.52

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#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
122	580 Morrison	Sault Ste. Marie	58,587.24	2,460.25	61,047.50
123	59 Trelawne Ave	Sault Ste. Marie	33,309.26	2,759.76	36,069.02
124	597 Spooner Dr	Timmins	40,548.98	3,037.88	43,586.86
125	6 Borden Ave	Timmins	38,755.04	2,781.16	41,536.20
126	60 Montgomery Ave	Timmins	40,548.51	2,995.09	43,543.60
127	63 Jubilee Ave W	Timmins	46,906.74	2,887.06	49,793.79
128	660 Wellington Street W	Sault Ste. Marie	21,595.64	1,925.42	23,521.06
129	680 Lillian Ave	Timmins	26,680.78	1,924.35	28,605.13
130	69 Way ave	Timmins	42,508.65	3,476.45	45,985.10
131	707 Wellington Street W	Sault Ste. Marie	24,483.41	2,085.87	26,569.28
132	740 Martindale Rd	Sudbury	49,775.93	3,743.87	53,519.80
133	78 McNabb Street	Sault Ste. Marie	30,267.98	2,781.16	33,049.14
134	80 Elm St N	Timmins	37,206.45	2,567.22	39,773.67
135	84 Tamarack St	Timmins	29,931.94	2,112.61	32,044.55
136	96 Commercial Ave	Timmins	25,694.87	2,139.35	27,834.22
137	99-101 Kent Ave	Timmins	73,845.10	4,599.61	78,444.71
138	103 Dome Avenue	Timmins	49,535.34	2,032.38	51,567.72
139	103 Rea Street North	Timmins	32,538.44	2,138.28	34,676.72
140	109 Victor Emmanuel Avenue	Sault Ste. Marie	28,941.77	2,727.67	31,669.44
141	11 Pietro Street	Sudbury	59,963.60	2,406.77	62,370.37
142	116 Railroad Avenue	Sault Ste. Marie	30,518.55	2,139.35	32,657.90
143	117 Turner Avenue	Sault Ste. Marie	27,871.01	2,139.35	30,010.36
144	124 Balsam Street North	Timmins	36,373.55	2,567.22	38,940.77
145	125 Grosvenor Avenue	Sault Ste. Marie	30,847.74	2,620.71	33,468.44
146	127 Pine Street	Sault Ste. Marie	41,633.50	2,139.35	43,772.85
147	139-141 Balsam Street South	Timmins	34,116.56	1,764.97	35,881.52
148	140 Shamrock Avenue	Timmins	62,540.93	1,444.06	63,985.00
149	141 Elm Street North	Timmins	28,891.12	2,085.87	30,976.99
150	142 Kent Avenue	Timmins	36,985.58	2,888.13	39,873.70
151	144 Evans Street	Timmins	29,738.19	2,307.41	32,045.60
152	145 Elm Street North	Timmins	26,300.62	1,871.93	28,172.55
153	146 Birch Street South	Timmins	19,603.75	1,551.03	21,154.78
154	147 Glasgow Avenue	Sault Ste. Marie	30,371.60	2,406.77	32,778.37
155	150 Henrietta Avenue	Sault Ste. Marie	45,384.87	2,112.61	47,497.48
156	16 Laurier Avenue	Timmins	39,812.76	2,941.61	42,754.37
157	178 Cedar Street North	Timmins	28,818.38	2,182.14	31,000.52
158	18 Stevens Street	Sault Ste. Marie	30,823.23	2,567.22	33,390.45
159	187 Pine Street North	Timmins	25,545.38	2,021.69	27,567.07
160	203 Maple Street North	Timmins	27,443.81	1,658.00	29,101.81
161	204 Kathleen Street	Sudbury	33,327.68	2,674.19	36,001.87
162	216 Goulais Avenue	Sault Ste. Marie	30,230.77	2,214.23	32,445.00
163	226 Albert Street West	Sault Ste. Marie	27,899.65	1,925.42	29,825.07
164	244 Hemlock Street	Timmins	33,096.32	2,781.16	35,877.48
165	248 Windsor Avenue	Timmins	27,495.23	2,139.35	29,634.58
166	250 John Street	Sault Ste. Marie	25,124.05	1,978.90	27,102.95
167	250 Middleton Avenue	Timmins	47,414.76	3,743.87	51,158.63
168	251-253 Wellington Street East	Sault Ste. Marie	28,253.85	1,764.97	30,018.81
169	254 Ross Avenue east	Timmins	24,942.89	2,031.31	26,974.20
170	259 Legion Drive	Timmins	29,734.17	2,032.38	31,766.55
171	26 King Street	Kirkland Lake	25,959.34	2,139.35	28,098.69
172	271 Brown Street	Sault Ste. Marie	29,386.71	1,818.45	31,205.16
173	28 St. Georges Avenue East	Sault Ste. Marie	27,159.21	2,246.32	29,405.53
174	280 Maclean Drive	Timmins	31,615.27	1,818.45	33,433.72
175	285 Balsam Street North	Timmins	27,384.96	1,845.19	29,230.15
176	29 Hamilton Avenue	Sault Ste. Marie	24,551.29	2,031.31	26,582.60
177	290 Cedar Street South	Timmins	26,543.54	2,299.80	28,843.34
178	30 Grosvenor Avenue	Sault Ste. Marie	35,522.76	2,460.25	37,983.02
179	309 Cedar Street North	Timmins	69,104.43	2,085.87	71,190.30
180	34 Duncan Avenue South	Kirkland Lake	34,399.50	2,941.61	37,341.11
181	340 Mabel Avenue	Greater Sudbury	60,232.51	2,353.29	62,585.79

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Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
182	349 Burton Avenue	Greater Sudbury	31,842.53	2,535.13	34,377.66
183	349 Douglas Street	Sault Ste. Marie	31,550.22	2,481.65	34,031.86
184	354 Diane Crescent	Timmins	61,775.81	3,422.96	65,198.77
185	365 Bruce Street	Sault Ste. Marie	38,029.35	2,567.22	40,596.57
186	386 Borden Avenue	Sault Ste. Marie	59,991.87	2,941.61	62,933.48
187	387 Morin Street	Sault Ste. Marie	33,386.17	2,727.67	36,113.84
188	389 Tamarack Street	Timmins	32,108.09	2,567.22	34,675.31
189	397 Northland Road	Sault Ste. Marie	30,679.53	2,353.29	33,032.81
190	4 Boundary Lane	Timmins	22,245.18	1,612.54	23,857.71
191	4 Ferguson Avenue	Capreol	35,126.91	2,940.54	38,067.45
192	410 Maple Street South	Timmins	35,519.13	2,941.61	38,460.74
193	423 2nd Avenue	Sault Ste. Marie	24,317.38	2,085.87	26,403.25
194	462 Burke Street	Timmins	31,209.17	2,112.61	33,321.78
195	478 Pine Street South	Timmins	22,831.48	1,658.00	24,489.48
196	48 Churchill Avenue	Sault Ste. Marie	33,417.37	2,438.86	35,856.23
197	484 1st Avenue	Sault Ste. Marie	27,314.99	1,925.42	29,240.41
198	49 Belanger Avenue	Timmins	38,419.02	2,459.19	40,878.21
199	515 Cedar Street South	Timmins	28,815.93	2,353.29	31,169.21
200	52 Edinburgh Street	Sault Ste. Marie	21,744.23	1,764.97	23,509.19
201	549 Spooner Road	Timmins	30,316.56	2,353.29	32,669.84
202	556 Cooper Street	Sault Ste. Marie	38,510.82	3,102.06	41,612.88
203	566 Douglas Street	Sault Ste. Marie	28,917.15	2,353.29	31,270.43
204	579 Elm Street	Sudbury	35,280.93	2,139.34	37,420.27
205	61 Taylor Avenue	Kirkland Lake	52,079.54	1,818.45	53,897.99
206	627 Farwell Terrace	Sault Ste. Marie	34,658.17	2,192.84	36,851.01
207	63 Dunn Avenue	Timmins	43,510.76	2,888.13	46,398.88
208	68 St. Georges Avenue East	Sault Ste. Marie	26,127.00	2,246.32	28,373.32
209	70 Powell Avenue	Timmins	28,348.50	2,417.47	30,765.97
210	78 Birch Street	Sault Ste. Marie	37,332.53	2,299.80	39,632.33
211	78 Bloor Street West	Sault Ste. Marie	23,669.26	2,032.38	25,701.64
212	783 Cooper Street	Sault Ste. Marie	33,379.19	2,620.71	35,999.89
213	84 Pilgrim Street	Sault Ste. Marie	29,974.55	2,406.77	32,381.32
214	84 Wallace Terrace	Sault Ste. Marie	73,576.69	6,418.06	79,994.74
215	89 Wende Avenue	Timmins	36,863.30	2,888.13	39,751.42
216	95 Tamarack Street	Timmins	34,751.42	2,674.19	37,425.61
217	973 Lorne Street	Greater Sudbury	41,907.16	2,353.29	44,260.44
218	98 Way Avenue	Timmins	33,665.39	2,888.13	36,553.51
219	118 Kathleen Street	Greater Sudbury	58,173.08	1,411.97	59,585.05
220	332 Eva Avenue	Greater Sudbury	32,311.24	1,994.29	34,305.53
221	496 Whissel Street	Greater Sudbury	87,377.19	2,850.69	90,227.88
222	396 Fairview Road	Fort Erie	37,406.72	2,995.09	40,401.81
223	10 Wilson Ave	Kirkland Lake	23,470.29	2,032.38	25,502.67
224	101 Dixon St	Timmins	29,722.92	1,711.48	31,434.40
225	106 Toke St	Timmins	63,140.11	4,760.06	67,900.17
226	107 Breton Road	Sault Ste. Marie	72,781.54	6,364.57	79,146.11
227	108 Niagara Falls Road	Thorold	66,700.00	5,241.46	71,941.45
228	1224 Wellington St E	Sault Ste. Marie	26,838.20	2,139.35	28,977.55
229	1244 Martindale Road	Greater Sudbury	88,246.38	1,069.68	89,316.06
230	129 Kent Ave	Timmins	62,241.52	5,187.93	67,429.45
231	13 Bloor Ave	Timmins	30,399.06	1,658.00	32,057.06
232	1314 Wellington St. E	Sault Ste. Marie	28,901.16	2,460.25	31,361.42
233	137 Rea St. N	Timmins	43,445.06	2,941.61	46,386.67
234	15 St. Georges Ave. W.	Sault Ste. Marie	31,482.33	2,353.29	33,835.61
235	150 Maple St. N	Timmins	40,714.61	3,155.54	43,870.15
236	156 Cameron Street N	Timmins	25,708.65	1,802.40	27,511.06
237	157 Bloor Street W	Sault Ste. Marie	32,975.62	2,620.71	35,596.32
238	162 Biggings Ave	Sault Ste. Marie	23,956.18	1,818.45	25,774.63
239	163 Wellington St E	Sault Ste. Marie	24,039.73	2,059.13	26,098.86
240	166 Maple St. S	Timmins	32,135.27	1,925.42	34,060.69
241	166 Tancred St	Sault Ste. Marie	23,347.71	1,764.97	25,112.67

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Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
242	168 Central Park	Sault Ste. Marie	36,655.95	2,000.29	38,656.24
243	170 Kent Ave	Timmins	37,174.66	3,048.58	40,223.24

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Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
244	179 Montgomery Ave	Timmins	60,332.16	4,332.19	64,664.35
245	180 Glasgow Ave	Sault Ste. Marie	53,386.99	3,316.00	56,702.99
246	20 Parkview Road	St. Cathar	119,236.26	2,620.71	121,856.96
247	221 Balsam St. S	Timmins	39,301.32	3,155.54	42,456.86
248	222 Maple Street South	Timmins	19,579.75	1,283.61	20,863.36
249	225 Waterloo Rd	Timmins	32,086.03	2,246.32	34,332.35
250	231 Middleton Ave	Timmins	30,426.95	2,460.25	32,887.21
251	236 Birch Street N	Timmins	19,811.92	1,551.03	21,362.95
252	240 Elm St N	Timmins	37,564.42	3,048.58	40,613.00
253	246 East Balfour St	Sault Ste. Marie	42,975.31	2,235.62	45,210.93
254	25 Elmwood Ave	Sault Ste. Marie	34,609.37	2,460.25	37,069.63
255	257 Jean St	Greater Sudbury	87,716.09	2,321.20	90,037.29
256	261 Kimberly Ave	Timmins	106,995.69	1,389.51	108,385.20
257	264 Tamarack St	Timmins	46,823.61	3,048.58	49,872.19
258	269 Kimberley Avenue	Timmins	134,532.08	4,572.86	139,104.94
259	276-280 Mountjoy St	Timmins	66,130.15	4,760.06	70,890.21
260	31 Windsor Ave	Timmins	25,694.33	2,139.35	27,833.68
261	322 Doncaster Rd	Sault Ste. Marie	67,392.71	6,204.12	73,596.83
262	329 Goulais Ave	Sault Ste. Marie	24,669.58	2,139.35	26,808.93
263	33 McKelvie Ave	Kirkland Lake	32,997.35	2,460.25	35,457.61
264	337-345 Preston St	Timmins	54,631.03	1,818.45	56,449.48
265	344 Pine Street South	Timmins	41,982.63	3,102.06	45,084.69
266	348 First Ave	Sault Ste. Marie	30,960.86	2,620.71	33,581.56
267	348 Maple St S	Timmins	35,778.18	2,673.12	38,451.30
268	348 Poplar St	Greater Sudbury	69,001.50	1,069.68	70,071.18
269	35 Walnut St	Sault Ste. Marie	26,551.83	2,513.74	29,065.57
270	351 Bloor St W	Sault Ste. Marie	51,261.97	2,342.59	53,604.57
271	355 Franklin Ave	Sault Ste. Marie	25,873.90	1,946.81	27,820.71
272	360 Cedar St S	Timmins	42,171.16	3,048.58	45,219.74
273	363 Seventh Ave	Sault Ste. Marie	23,590.66	2,010.99	25,601.65
274	369 Suffolk Lane	Sudbury	28,601.92	2,406.77	31,008.69
275	374 Struthers St	Sudbury	45,891.47	3,660.97	49,552.43
276	381 Eva Ave	Greater Sudbury	37,702.50	2,620.71	40,323.20
277	382 Wilson Ave	Timmins	32,729.41	2,487.00	35,216.40
278	39 Chippewa St	Sault Ste. Marie	68,376.76	3,102.06	71,478.82
279	39 Park Ave	Brantford	47,523.50	4,118.25	51,641.76
280	40 Crescent Ave	Timmins	31,204.57	1,764.97	32,969.53
281	403 Lloyd St	Sudbury	33,659.65	2,352.22	36,011.86
282	406 Wallace Terrace	Sault Ste. Marie	28,411.89	1,989.60	30,401.48
283	427 Wilson Ave	Timmins	43,544.92	3,048.58	46,593.50
284	428 Wellington Street E	Sault Ste. Marie	27,852.78	2,139.35	29,992.13
285	4299 Second Ave	Niagara Fa	49,980.49	3,513.89	53,494.37
286	43 Crescent Ave	Timmins	28,845.86	2,460.25	31,306.12
287	430 Toke St	Timmins	25,119.63	1,711.48	26,831.11
288	432 Bessie Ave	Greater Sudbury	30,940.66	2,460.25	33,400.92
289	44 Cameron Ave	Sault Ste. Marie	17,688.44	1,567.08	19,255.52
290	445 Bessie Avenue	Greater Sudbury	14,217.61	727.38	14,944.99
291	45 Woods St	Kirkland Lake	25,270.08	2,032.38	27,302.46
292	452 Dupont St.	Greater Sudbury	41,006.59	2,887.06	43,893.64
293	454 Eva	Greater Sudbury	60,818.24	1,711.48	62,529.72
294	455 Percy Ave	Greater Sudbury	37,018.20	2,620.71	39,638.90
295	464 Eva Avenue	Greater Sudbury	66,080.15	2,224.93	68,305.07
296	465 Pine St South	Timmins	36,470.20	2,353.29	38,823.48
297	47 Queen St	Kirkland Lake	21,482.92	1,700.78	23,183.71
298	48 McCamus Ave	Kirkland Lake	89,376.17	4,734.39	94,110.56
299	49 Dale Ave	Timmins	83,407.23	5,883.22	89,290.45
300	491 Second Line W	Sault Ste. Marie	81,601.99	6,845.93	88,447.92
301	51 Laurier Ave	Timmins	29,176.41	2,353.29	31,529.69
302	519 Albert St	Sault Ste. Marie	27,825.29	1,395.93	29,221.22
303	536 Montague Ave	Greater Sudbury	41,680.28	1,925.42	43,605.70

Balboa Inc. et al
Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
304	54 Crownland Ave	Welland	43,175.84	2,834.64	46,010.48
305	550 Spooner Dr	Timmins	33,132.31	2,460.25	35,592.57
306	557-561 Norman St	Timmins	56,927.65	3,658.29	60,585.94
307	565 Bush St	Sault Ste. Marie	32,767.05	2,374.68	35,141.73
308	6 Bloor St	Sudbury	37,618.39	3,155.54	40,773.93
309	6 Spruce St	Kirkland Lake	28,115.47	1,764.97	29,880.43
310	6 Spruce St. South	Sault Ste. Marie	51,858.92	2,481.65	54,340.56
311	6128 King St	Timmins	58,399.71	4,599.61	62,999.32
312	62 Sterling Ave. W	Timmins	30,535.79	2,075.17	32,610.97
313	634 Portage Lane	Sault Ste. Marie	51,196.22	2,353.29	53,549.50
314	646 Brewster Street	Temiskamin	29,442.36	1,658.00	31,100.36
315	668 Lillian Ave	Timmins	39,982.99	2,513.74	42,496.73
316	67 Government Rd E	Kirkland Lake	70,230.61	6,257.60	76,488.22
317	690 Pine Street	Sault Ste. Marie	118,676.72	6,792.44	125,469.17
318	72 Wende Ave	Timmins	37,318.81	3,128.80	40,447.61
319	73 Croatia Ave	Timmins	20,887.42	1,390.58	22,278.00
320	735 Denise St	Timmins	32,344.90	1,871.93	34,216.83

Balboa Inc. et al
Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
321	76 & 74 Prospect Ave	Kirkland Lake	123,810.98	9,252.70	133,063.68
322	8 Grosvenor Ave	Sault Ste. Marie	23,358.66	2,032.38	25,391.04
323	86 Way Ave	Timmins	27,388.62	2,192.84	29,581.46
324	88 Wallace Terrace	Sault Ste. Marie	25,875.25	2,406.77	28,282.02
325	9 Prospectors St	Timmins	29,057.68	2,289.11	31,346.79
326	91 Greene St	Sault Ste. Marie	29,898.53	2,449.56	32,348.09
327	92 Prospect Ave	Kirkland Lake	129,081.84	3,476.45	132,558.29
328	94 Sixth Ave	Timmins	28,145.61	2,085.87	30,231.48
329	95 Birch Street	Temiskamin	8,702.04	667.48	9,369.52
330	1022 Wellington Street East	Sault Ste. Marie	22,927.71	1,871.93	24,799.64
331	104 Ruth Street	Timmins	41,366.78	2,941.61	44,308.39
332	1050 McNabb Street	Sault Ste. Marie	29,617.34	2,834.64	32,451.98
333	109 Bannerman	Timmins	29,399.66	2,085.87	31,485.53
334	141 Pine Street North	Timmins	36,505.27	1,818.45	38,323.72
335	155 Cedar Street North	Timmins	39,179.07	1,551.03	40,730.10
336	157 Pine	Timmins	26,968.45	2,021.69	28,990.14
337	169-171 Rea	Timmins	26,809.52	1,326.40	28,135.92
338	227 Elm Street North	Timmins	28,337.33	2,353.29	30,690.61
339	263 Kent Avenue	Timmins	49,701.81	2,556.53	52,258.34
340	290-292 Spruce	Timmins	41,458.97	1,871.93	43,330.90
341	308 Belanger	Timmins	31,351.09	2,192.84	33,543.93
342	35 Taylor Ave	Kirkland Lake	42,269.97	1,743.57	44,013.54
343	357 Gillies Street	Sault Ste. Marie	25,184.90	2,353.29	27,538.18
344	364 Cherry Street	Timmins	38,352.89	3,209.03	41,561.92
345	378 Maple Street South	Timmins	34,922.71	2,872.08	37,794.79
346	387 North Street	Sault Ste. Marie	21,993.24	1,390.58	23,383.82
347	392 Maple Street South	Timmins	22,662.40	1,764.97	24,427.36
348	402 Maclean Drive	Timmins	30,726.59	2,513.74	33,240.33
349	432 Ann Avenue	Timmins	38,697.79	2,139.35	40,837.14
350	453 Northland Road	Sault Ste. Marie	31,008.80	2,460.25	33,469.06
351	479 Second Line West	Sault Ste. Marie	55,286.13	4,813.54	60,099.67
352	528 Brunswick Avenue	Sault Ste. Marie	42,136.41	2,246.32	44,382.73
353	571 Lorne Street	Greater Sudbury	36,138.48	2,513.74	38,652.22
354	576 Spruce Street South	Timmins	31,792.05	2,406.77	34,198.82
355	582 Government Road Wst	Kirkland Lake	20,822.55	1,551.03	22,373.58
356	70 Diorite Street	Sudbury	34,566.52	2,620.71	37,187.22
357	71 Kent Avenue	Sault Ste. Marie	44,203.83	3,476.45	47,680.28
358	75 Elm Street	Timmins	32,947.10	2,353.29	35,300.38
359	8 MacDonald Avenue	Sault Ste. Marie	20,974.79	1,401.28	22,376.07
360	87-89 Way Avenue	Timmins	40,148.73	3,209.03	43,357.76
361	90 Avenue	Timmins	36,585.96	2,460.25	39,046.22
362	257 Ratter Lake Road	Markstay	88,822.08	7,059.86	95,881.94
363	105 Victor Emmanuel	Sault Ste. Marie	15,904.48	1,454.76	17,359.24
364	122 Windsor Ave	Timmins	34,662.87	2,513.74	37,176.61
365	123 Goulais Ave	Sault Ste. Marie	23,624.93	1,518.94	25,143.87
366	126 Crescent Ave	Timmins	23,209.35	1,347.79	24,557.14
367	127 Pardee Ave	Sault Ste. Marie	24,911.17	1,914.72	26,825.89
368	13 Grosvenor Ave	Sault Ste. Marie	26,946.77	2,032.38	28,979.15
369	156 Maple St S	Timmins	26,125.07	1,604.51	27,729.58
370	1621 Second St	Val Caron	42,313.92	3,337.39	45,651.31
371	18 Rand Ave W	Kirkland Lake	9,715.02	839.70	10,554.71
372	221 Dell St	Greater Sudbury	102,340.99	3,209.03	105,550.02
373	227 Toke St	Timmins	38,466.73	2,353.29	40,820.01
374	228 Birch St N	Timmins	54,685.62	1,230.13	55,915.74
375	278 Selby	Sault Ste. Marie	37,320.33	1,871.93	39,192.26
376	293 McNabb St	Sault Ste. Marie	26,173.72	1,764.97	27,938.68
377	296 Lloyd St	Greater Sudbury	44,689.37	2,374.68	47,064.05
378	299 Goulais Ave	Sault Ste. Marie	17,098.15	1,444.06	18,542.22
379	325 Montague Ave	Greater Sudbury	34,451.31	2,476.30	36,927.61
380	327 Franklin St	Sault Ste. Marie	30,194.71	2,449.56	32,644.27

Balboa Inc. et al
Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
381	343 Maple Street s	Timmins	31,518.57	1,497.55	33,016.11
382	348 Sixth Ave	Sault Ste. Marie	29,895.55	2,513.74	32,409.29
383	50 Cecil Ave	Timmins	36,847.47	1,871.93	38,719.40
384	545 Nelson Street	Sault Ste. Marie	19,202.53	1,551.03	20,753.56
385	637 Queen Street West	Sault Ste. Marie	21,666.22	1,444.06	23,110.29
386	81 Jean Street	Greater Sudbury	48,458.35	2,417.47	50,875.82
387	904 Wellington Street East	Sault Ste. Marie	30,749.12	2,064.47	32,813.60
388	17 Southworth Street North	Welland	51,798.60	2,192.84	53,991.44
389	10 Stull Street	Capreol	17,303.31	1,337.09	18,640.40
390	104 London Street	Sault Ste. Marie	15,073.31	1,390.58	16,463.89

Balboa Inc. et al
Final DIP Allocation and Other Amounts Payable on Closing (C\$)

#	Property	City	DIP Allocation [Note 1]	Additional Fees [Note 2]	Total Closing Costs [Note 3]
391	106 Croatia Ave	Timmins	18,100.96	1,176.64	19,277.61
392	107 Government Rd	Kirkland Lake	15,250.13	1,016.19	16,266.32
393	223 Beverly St	Sault Ste. Marie	12,478.21	1,123.16	13,601.37
394	340 Korah Road	Sault Ste. Marie	18,825.80	1,497.55	20,323.34
395	342 Donovan Street	Greater Sudbury	26,288.04	2,032.38	28,320.42
396	40 Comfort Street	Kirkland Lake	14,525.72	1,337.09	15,862.81
397	46 Charles Street	Timmins	21,689.54	1,283.61	22,973.15
398	5 Picard Street	Greater Sudbury	45,769.22	2,449.56	48,218.78
399	557 Government Rd	Kirkland Lake	8,425.21	695.29	9,120.49
400	561 John Street N	Sault Ste. Marie	56,164.19	1,764.97	57,929.15
401	65 Kirby Ave	Timmins	21,027.55	1,198.04	22,225.59
402	682 Wellington Street W	Sault Ste. Marie	24,512.07	1,272.91	25,784.99
403	687 Cambrian Heights Drive	Greater Sudbury	25,027.81	1,256.87	26,284.68
404	697 St Clair Street	Greater Sudbury	21,686.77	1,778.87	23,465.64
405	774 Bonney Street	Sault Ste. Marie	17,721.29	1,251.52	18,972.81
406	79 Kitchener Road	Sault Ste. Marie	21,595.07	1,604.51	23,199.58
407	79 Fourth Ave	Timmins	16,105.95	1,497.55	17,603.49
Total			15,000,000.00	1,000,000.00	16,000,000.00

Note 1 The DIP allocation amounts listed above have not changed from the DIP Allocation schedules distributed by the Monitor on August 21, 2024 and August 29, 2024, respectively. For the breakdown of the DIP Allocation, please refer to the "DIP Allocation Breakdown" schedule distributed on August 29, 2024.

Note 2 These additional charges relate to professional fees and closing costs secured by the Administration Charge in the CCAA proceedings. These costs have been allocated to each property on the same basis as general costs.

Note 3 For Credit Bidders who have been notified that their property is an Equity Property, please be advised that this schedule does **not** include any Equity Amounts payable on closing. These amounts will be communicated to you directly by the Monitor.

Appendix “Q”

November 26, 2024

**Balboa Inc., DSPLN Inc., Happy Gilmore Inc.
Interlude Inc., Multiville Inc., The Pink Flamingo Inc.,
Hometown Housing Inc., The Mulligan Inc. Horses in the Back Inc.,
Neat Nests Inc. and Joint Captain Real Estate Inc.
c/o KSV Restructuring Inc., in its capacity as monitor in the CCAA Proceedings (defined
below) and not in its personal capacity
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4**

Attention: Noah Goldstein/ David Sieradzki

Re: Debtor-in-Possession or Exit Financing of Balboa Inc., et. al.

A. Pursuant to an order (as amended, the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), Balboa Inc. and the other parties listed below as Borrowers (collectively, the “**Borrowers**”) was granted protection pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”) and KSV Restructuring Inc. was appointed as Monitor of the Borrowers (in such capacity, the “**Monitor**”).

B. Pursuant to an order of the Court made on June 25, 2024 (the “**Expanded Powers Order**”), the powers and authority of the Monitor were expanded to permit it to manage, operate and carry on the business of the Borrowers including the entry into of agreements and incurrence of obligations on behalf of the Borrowers.

C. In connection with the CCAA Proceedings, the Borrowers entered into a debtor in possession agreement dated as of January 26, 2024 (as amended, the “**Harbour DIP Agreement**”) with Harbour Mortgage Corp. (“**Harbour**”) pursuant to which Harbour has advanced \$15 million in DIP funding in the CCAA Proceedings.

D. The Borrowers require certain funding to refinance its remaining obligations under the Harbour DIP Agreement as set out below.

E. The Lender (defined below) has agreed to provide such funding on the terms and conditions set forth herein.

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SUMMARY OF TERMS FOR DIP FACILITY

- 1. Borrowers:** Balboa Inc., DSPLN Inc., Happy Gilmore Inc.
Interlude Inc., Multiville Inc., The Pink Flamingo Inc.,
Hometown Housing Inc., The Mulligan Inc. Horses in the Back Inc.,
Neat Nests Inc. and Joint Captain Real Estate Inc. in each case on a
joint and several basis

2. Lender: Viscount Capital Inc.

3. DIP Facility The Lender hereby agrees to provide a non-revolving single draw facility in the maximum aggregate principal amount of \$4.85 million in the amounts and for the purposes set out below (the “**DIP Facility**”):

- (a) Maximum amount of \$3.75 million to refinance the Harbour DIP Facility in respect of properties not subject to credit bids in the CCAA Proceedings;
- (b) \$600,000 to fund interest in respect of the DIP Facility, administration, restructuring and closing costs within the CCAA Proceedings (the “**Closing Cost Facility**”); and
- (c) Maximum amount of \$500,000 to refinance the Allocated DIP Amounts under the Harbour DIP Facility in respect of properties subject to credit bids in the event that such credit bids do not close.

The purpose and amount of the DIP Facility may be amended by the Borrowers and the DIP Lender. For greater certainty, the Closing Cost Facility shall be used and applied to three (3) months’ of interest payments in respect of the DIP Facility unless otherwise consented to by the DIP Lender, in its sole discretion.

4. Advances: The Lender agrees to deliver the amount of \$1.75 million (the “**Initial Pre-Funding Amount**”) to the Monitor along with evidence of funding from a financial institution acceptable to the Monitor on the later of (a) ten (10) days prior to the return date of Monitor’s motion seeking the DIP Approval Order (as defined below); and (b) December 5, 2024. The Initial Pre-Funding Amount shall be held in a separate interest bearing trust account in trust for the Lender.

The Borrowers shall provide the Lender not less than four (4) business days’ notice of the final amount required under the DIP Facility including the advance purposes. Not less than two (2) business days thereafter, the Lender shall deliver to the Monitor (to be held by the Monitor in trust together with the Initial Pre-Funding Amount) an amount, if any, equal to the difference between the final funding amount and the Initial Pre-Funding Amount (such total amount being the “**Advance Amount**”).

Subject to the funding conditions set out in Section 12 of this Term Sheet, the DIP Facility shall be available in a single advance by directing the release of the total Advance Amount being held in trust by the Monitor (“**Advance**”).

The Lender shall make the Advance in the Advance Amount on the date on which the funding conditions have been met (the "**Closing Date**").

5. Fees

A Signing fee of \$10,000 shall be fully earned and payable by the Borrowers to the Lender upon the execution of this Term Sheet.

A commitment fee of 2% of the Advance plus \$10,000 shall be fully earned and payable from the Advance under the DIP Facility.

6. Interest:

Subject to the next paragraph, interest shall accrue on amounts advanced under the DIP Facility at a rate equal to 11% per annum (the "**Interest**"). Interest shall be calculated on the daily outstanding balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the first day of every month.

7. Recoverable Expenses:

The Borrowers shall pay all reasonable fees and expenses (collectively, the "**Recoverable Expenses**") incurred by the Lender in connection with the preparation, registration and ongoing administration of this Term Sheet, the DIP Facility, the DIP Approval Order, the DIP Lender's Charge (as defined below) and with the enforcement of the Lender's rights and remedies hereunder and thereunder, at law or in equity, including, without limitation all reasonable legal fees and disbursements incurred by the Lender. If the Lender has paid any expenses for which the Lender is entitled to reimbursement from the Borrowers, such expenses shall be added to the DIP Facility and shall accrue Interest at the rate set out above. All such fees and expenses and Interest thereon shall be secured by the DIP Lender's Charge whether or not any funds under the DIP Facility are advanced.

8. Security:

All debts, liabilities and obligations of the Borrowers to the Lender under or in connection with the DIP Facility (including, without limitation, Interest and Recoverable Expenses), this Term Sheet and any other documents executed in connection therewith shall be secured by a Court-ordered priority charge (the "**DIP Lender's Charge**") granted to the Lender in and to all present and future properties, assets, and undertakings of the Borrowers not subject to credit bids, real and personal, tangible and intangible, whether now owned or hereafter acquired, and the proceeds thereof and including, without limitation, the Escrow Amount, defined below (the "**Property**"), subject only to an Administration Charge. The "Administration Charge" shall have a maximum aggregate amount of ~~\$300,000~~ under the Initial Order for the payment of the fees and expenses of the Monitor and counsel to the Monitor (the "**Administration Charge**"), provided that \$250,000

of the Administration Charge shall rank in priority to the DIP Lender's Charge and \$250,000 shall rank behind the DIP Lender's Charge.

9. Maturity Date: Unless otherwise agreed to by the Lender and the Borrowers in writing, the term of the DIP Facility shall expire, and the Borrowers shall repay all obligations owing to the Lender under this Term Sheet, on the earlier of (the "**Maturity Date**"):

- (a) The date that is 18 months after the Closing Date; or
- (b) the occurrence of an Event of Default (as defined herein), subject to a cure period of five (5) business days, beginning on the date of the occurrence of such Event of Default.

10. Repayment: The aggregate principal amount owing under the DIP Facility plus all accrued and unpaid Interest and Recoverable Expenses shall become immediately due and payable on the Maturity Date. The DIP Facility may be prepaid at any time, without penalty, (provided all accrued and unpaid Interest and Recoverable Expenses are paid in full).

Provided that the DIP Facility is repaid in full on or before the Maturity Date, the Escrow Amount (defined below) shall be released to the Borrowers.

11. Partial Discharge Provisions Provided that no Event of Default has occurred and is outstanding, the Lender agrees that will agree to provide partial discharges in respect of Property sales subject to the following conditions:

- (a) The net sale proceeds (after deduction of reasonable sale commissions and property specific legal costs) shall not be less than the 125% of the Allocated DIP Amount (as defined in the DIP Approval Order) for the Property;
- (b) The Lender shall receive 100% of the Allocated DIP Amount plus any reasonable costs or expenses associated with the partial discharge; and
- (c) An amount equal to 25% of the Allocated DIP Amount shall be placed into an interest bearing escrow account to be held by the Monitor (or another escrow agent acceptable to the Lender and the Monitor, each acting reasonably) pending repayment of the DIP Facility on or before the Maturity Date (the "**Escrow Amount**").

The Lender acknowledges that, subject to approval by the Court, Property sales may include credit bid transactions by the Borrowers'

mortgage holders provided that the foregoing Partial Discharge Provisions are complied with.

**12. Conditions
Precedent:**

The availability of the Advance under the DIP Facility shall be subject to and conditional upon the following, which may be waived by the Lender in writing:

- (a) the Court shall have issued an order (the “**DIP Approval Order**”), in a form satisfactory to the Lender, acting reasonably, including (a) approving this Term Sheet and the DIP Facility; and (b) granting the DIP Lender’s Charge in favour of the Lender, which Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the Lender, acting reasonably;
- (b) pursuant to the terms of the DIP Approval Order, effective immediately upon and simultaneously with the Advance of the Advance Amount being made, the “**DIP Lender’s Charge**” securing the Harbour DIP Agreement pursuant to the Initial Order shall be discharged, or replaced with, the DIP Lender’s Charge in favour of the Lender required hereunder;
- (c) no Event of Default shall have occurred;
- (d) the Monitor shall have presented the proposed post-closing cash flow projections to the Lender (the “**Post-Closing Cash Flow Projections**”), which shall be satisfactory to the Lender acting reasonably by no later than November 26, 2024;
- (e) the Fees contemplated by section 5 shall have been received by the Lender; and
- (f) the Borrowers shall have accepted any credit bids submitted by The Lion’s Share Group Inc. and/or Viscount Capital Inc. that comply with the criteria in Paragraph 3 of the Term Sheet approved by Court on August 30, 2024, subject only to approval of the Court.

13. Covenants

The Borrowers covenant and agree with the Lender, so long as any amounts are owing by the Borrowers to the Lender hereunder, to:

- (a) Within two (2) business days following the Closing Date, the DIP Lender’s Charge shall have been registered on title to the Property in a manner reasonably satisfactory to the DIP Lender, which registration can be done by way of batch registration(s);

- (b) provide the Lender with drafts of all materials that the Borrowers intend to file in the CCAA Proceedings;
- (c) the Post-Closing Cash Flow Projections filed in connection with the DIP Approval Order motion shall not have changed materially since November 25, 2024;
- (d) provide the Lender with any additional reasonable financial or diligence information reasonably requested by the Lender that is reasonably available to the Monitor;
- (e) use the Advances under the DIP Facility for the purposes for which they are being provided, as set out in Section 3 of this Term Sheet, or such other purposes that may be agreed to by the Lender in writing;
- (f) provide the Lender with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant, or other term or condition of this Term Sheet, or of any document executed in connection with this Term Sheet;
- (g) pay all property taxes and other claims which, under law, may rank prior to or *pari passu* with the DIP Lender's Charge due and payable from and after the DIP Approval Order, as such amounts come due;
- (h) continue to retain Richmond Advisory Services ("RAS") as property manager of the Property;
- (i) not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than the DIP Facility, or create or grant any security (other than the Administration Charge) over any of the Borrowers' Property, whether ranking in priority to or subordinate to the DIP Lender's Charge;
- (j) provide notice of any material communication received by the Borrowers to the Lender in respect of any of the Property including, without limitation, notices from any municipal or other governmental body;
- (k) provide bi-weekly updates to the Lender on the Borrowers' cash flows as compared to the Post-Closing Cash Flow Projections and an explanation of any material variances;
- (l) provide the Lender, on a monthly basis, copies of rent rolls and any other financial reporting provided by RAS; and

(m) provide oral or written quarterly reports on operational performance.

**14. Portfolio
Liquidation
Covenants**

In addition to the covenants set out above, the Borrowers hereby covenant and agree that they will work and consult with the Lender in connection with the development of a portfolio liquidation process for the marketing and sale of the Property including without limitation (a) choice of sales agent(s); (b) timing and listing amounts; (c) management of the Property by RAS, and including, if possible, the exit from the CCAA Proceedings and subsequent oversight of the liquidation by a board or committee and (d) a further right of lenders to submit credit bids for the Property, all subject to approval by the Court but provided that such credit bid transactions comply with Section 11 of this Term Sheet. In the event that the portfolio liquidation process includes a proposed exit from the CCAA Proceedings, the Borrowers agree that no such proposal shall be presented unless the Lender has at least one representative on the proposed board or committee.

15. Events of Default:

The DIP Facility shall be subject to the following events of default (each, an "Event of Default"):

- (a) the Borrowers' failure to pay any amount due hereunder when due and payable;
- (b) any covenant, condition precedent, payment obligation, or other term or condition of this Term Sheet is not complied with or fulfilled to the satisfaction of the Lender;
- (c) the DIP Approval Order is not obtained in form satisfactory to the Lender, acting reasonably, on or before ~~December 15, 2024;~~ December 20, 2024;
- (d) the seeking or support by the Borrowers, or the granting by the Court of, any Court order (in the CCAA Proceedings or otherwise) which is materially adverse to the interests of the Lender;
- (e) the issuance of any Court order lifting or terminating (in whole or in part) the stay of proceedings in the CCAA Proceedings, or discontinuing, dismissing or otherwise terminating the CCAA Proceedings without the consent of the Lender, acting reasonably;
- (f) the issuance of any Court order staying, reversing, vacating or modifying the terms of the Initial Order, the DIP Approval order, the DIP Facility or the DIP Lender's Charge, in each case without the Lender's consent;

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- (g) the service or filing of a notice of appeal, application for leave to appeal, or an appeal in respect of the DIP Approval Order if the notice of appeal, application for leave to appeal or appeal is not being actively defended by the Borrowers or if the appeal is actually granted;
- (h) any material failure by the Borrowers to comply with the Initial Order or the DIP Approval Order;
- (i) the occurrence of any material adverse change in: (i) the business, operations, or financial condition of the Borrowers; (ii) the Property of the Borrowers; (iii) the DIP Lender's Charge, including its relative priority; (iv) the ability of the Borrowers to perform their obligations to the Lender or to any person under any material contract; (v) the Lender's ability to enforce any of its rights or remedies against the Borrowers' Property or for the obligations of the Borrowers to be satisfied from the realization thereof;
- (j) the Borrowers become subject to a proceeding under the BIA, or a receiver, interim receiver, receiver and manager or trustee in bankruptcy is appointed in respect of any Borrower, or any Borrower's Property other than as may be consented to by the Lender;
- (k) the sale, transfer, assignment, conveyance or lease of substantially all of the Property, other than as permitted or contemplated herein, unless such sale will result in a full repayment of the DIP Facility;
- (l) the commencement of any claim, action, proceeding, application, motion, defense or other contested matter the purpose of which is to seek, or the result of which would be, to obtain any order, judgment, determination, declaration or similar relief invalidating, setting aside, avoiding, or subordinating the obligations of the Borrowers under the DIP Facility, the DIP Lender's Charge or its priority.

16. Remedies and Enforcement

Following the occurrence of an Event of Default, and the expiration of any cure period prescribed, upon five (5) business days' written notice to the Borrowers and the service list in the CCAA Proceedings, the Lender shall have the right to:

- (a) enforce the DIP Lender's Charge and realize on the Property and any other collateral securing the DIP Facility and including, for greater certainty, the Escrow Amount; and

(b) exercise all such other rights and remedies available to the Lender under this Term Sheet, the Initial Order, the DIP Approval Order or any other order of the Court or applicable law.

No failure or delay on the part of the Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

17. Further Assurances The Borrowers will, at their own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such documents as the Lender may reasonably request to give effect to any other provisions set out hereunder.

18. Assignment: The Borrowers shall not assign this Term Sheet or any of the provisions set out herein without the prior written consent of the Lender. The Lender shall not assign or sell its rights or obligations with respect to this Term Sheet to any person without the prior written consent of the Borrowers other than to an affiliated party of the Lender.

19. Governing Law: The DIP Facility and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. Capacity of Monitor The Lender acknowledges and agrees that the Monitor is executing this Term Sheet in its capacity as Monitor, and not in its personal or corporate capacity, on behalf of the Borrowers in accordance with the Monitor's authority under the Expanded Powers Order and that KSV Restructuring Inc. and the Monitor, and their officers, directors, partners, managers, contractors, shareholders, advisors (including legal counsel), agents, and employees, shall have no personal or corporate responsibility or liability under this Term Sheet.

21. Currency: All dollar amounts herein are in Canadian Dollars.

22. Acceptance: This Term Sheet is open for acceptance until 5:00 p.m. (Toronto time) on November 26, 2024. The Borrowers may accept this Term Sheet by returning a countersigned copy of this Term Sheet to the Lender (by electronic transmission or personal delivery).

[Signature Page Follows]

Dated this 26th day of November, 2024.

VISCOUNT CAPITAL INC.

By DocuSigned by:
Eric Kalin
Name: _____
Title: _____

I have authority to bind the Corporation.

Acknowledged and agreed this 26th day of November, 2024.

**BALBOA INC., DSPLN INC., HAPPY
GILMORE INC.
INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC.,
HOMETOWN HOUSING INC., THE
MULLIGAN INC. HORSES IN THE
BACK INC.,
NEAT NESTS INC. AND JOINT
CAPTAIN REAL ESTATE INC.
EACH BY KSV RESTRUCTURING
INC., IN ITS CAPACITY AS MONITOR
IN THE CCAA PROCEEDINGS AND
NOT IN ITS PERSONAL CAPACITY**

By 

Name: David Sieradzki

Title: *MANAGING DIRECTOR*

I have authority to bind the Corporation.

Appendix “R”

Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at November 4, 2024

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate	Notes
Chesswood Group Ltd. et al.	RBC and other pre-filing lenders	CCAA	FTI	29-Oct-24	Ontario	Financial Services	US65	Upfront fee of U.S.\$420,000; Annual administrative fee of Cdn.\$30,000; reasonable fees and expenses of the DIP lender	Prime plus an applicable margin of 400 bps per annum	
Mizrahi Development Group (1451 Wellington) Inc.	TCC Mortgage Holdings Inc.	CCAA	MNP	15-Oct-24	Ontario	Real Estate	25.00	Commitment Fee of 1.5% (\$375,000); reasonable fees and expenses of the DIP lender	10.0%	
Tokyo Smoke	TS Investments Corp.	CCAA	A&M	28-Aug-24	Ontario	Cannabis	8.00	1% commitment fee (\$80,000); fees and expenses of the DIP lender	13.0%	
BC Tree Fruits Cooperative, BC Tree Fruits Industries, Growers Supply Company Limited	CIBC	CCAA	A&M	13-Aug-24	British Columbia	Food Manufacturing	4.05	Fees and expenses of the DIP lender	10.0%	
Freedom Cannabis Inc.	JL Legacy Ltd.	CCAA	EY	08-Aug-24	Alberta	Cannabis	3.00	2% commitment fee (\$60,000); fees and expenses of the DIP lender	15.0%	
Galaxie Brands Corporation	The Vancor Group Inc.	CCAA	KPMG	06-Aug-24	Ontario	Cannabis	1.65	2% commitment fee; fees and expenses of the DIP lender	14.0%	
VBI Vaccines Inc. et al.	K2 HealthVentures LLC	CCAA	EY	30-Jul-24	British Columbia	Healthcare	2.50	Commitment fee of 2% (50,000)	17.5%	
Delta 9 Cannabis Inc. et al.	FIKA Herbal Goods	CCAA	A&M	15-Jul-24	Saskatchewan	Cannabis	16.00	Reasonable fees and expenses of the DIP lender	TD Bank's prime rate plus 3%	
Taiga Motors Corporation et al.	EDC	CCAA	Deloitte	10-Jul-24	Quebec	Manufacturing	4.40	First commitment fee of 2.4% of the Pre-Phase 1 Milestone Facility Amount (\$2,100,000) payable on the initial DIP Advance. Second commitment fee of 2.4% of the Post-Phase 1 Milestone Facility Amount (\$2,300,000) payable on the date of the first DIP Advance that takes place after August 16, 2024.	prime plus 7	
good natured Products Inc. et al.	Wells Fargo	CCAA	A&M	28-Jun-24	British Columbia	Manufacturing		amendment to the existing facility, providing increased loan availability for the duration of the stay period Fee of 100,000; reasonable fees and expenses of the DIP lender		
Atlas Global Brands Inc. et al.	Shalcor Management Inc.	CCAA	EY	20-Jun-24	Ontario	Cannabis	7.00	Commitment fee of 3% (210,000); fees and expenses of the DIP lender	13.0%	
Karwood Estates Inc. and Gregg Construction Limited	Pillar Capital Corp.	CCAA	Grant Thornton	05-Jun-24	Newfoundland	Real Estate / Construction	2.35	Facility fee of 3%, due diligence fee of 5,000, reasonable fees and expenses of the DIP lender	13.5%	
Altek Industrial Supply Ltd. et al.	CIBC	CCAA	PwC	24-May-24	Alberta	Distribution	2.00	Reasonable fees and expenses of the DIP lender	10.0%	
Eastern Meat Solutions Inc. et al.	BMO	CCAA	Deloitte	17-May-24	Ontario	Food Manufacturing	3.35	2% commitment fee (\$67,000); 2% standby fee on undrawn amounts	12.0%	
IntelGenX Technologies Corp. and IntelGenX Corp.	atai Life Sciences AG	CCAA	EY	17-May-24	Quebec	Healthcare	8.00	Reasonable fees and expenses of the DIP lender	Prime rate of NBC of 7.2%	
Cannmart Labs Inc.	Lifeist Wellness Inc.	CCAA	msi Spergel Inc. (GRIP)	02-May-24	Ontario	Cannabis	0.40	Commitment fee of 8,000	10.0%	
Teal Jones Group	Wells Fargo et al.	CCAA	PwC	25-Apr-24	British Columbia	Lumber		the lesser of 116.5 million and the amount provided by the borrowing base plus 56 million US\$300,000	9.5%	
Ted Baker Canada Inc. et al.	CIBC	CCAA	A&M	24-Apr-24	Ontario	Retail	7.00	US\$300,000	9.95% per annum for Advances denominated in Canadian Dollars and 11.75% per annum for Advances denominated in US Dollars	
Heritage Cannabis Holding Corp.	BJK Holdings Ltd.	CCAA	KPMG	02-Apr-24	Ontario	Cannabis	1.50		12.5%	
Pride Group Holdings Inc.	RBC as agent	CCAA	EY	27-Mar-24	Ontario	Transportation	30.00	Commitment fee of \$500,000	12.5%	
Saltwire Network Inc., The Halifax Herald Limited et al.	Fiera Private Debt Fund GP Inc.	CCAA	KSV	13-Mar-24	Nova Scotia	Media	1.50	\$5,000 commitment fee	8.0%	
Skylink Express Inc.	Momentum Decisive Solutions Canada Inc	CCAA	KSV	11-Mar-24	Ontario	Logistics	2.50		15.0%	
Anfis Enterprises Inc. and 9407-5173 Québec Inc.	Dicepizza S de RL de CV	CCAA	Raymond Chabot	12-Mar-24	Ontario	Real Estate	0.10		Prime plus 5%	

Canadian Overseas Petroleum Limited et al.	Summit Partners Credit Fund II, L.P., Summit Investors Credit III, LLC, and Summit Investors Credit III (UK), L.P.	CCAA	KSV	08-Mar-24	Alberta	Oil & Gas	US11	commitment fee equal to 0.75% of the commitments and an exit fee equal to 0.75% of the commitments	Secured Overnight Financing Rate plus 5% the the greater of: (A) the TD Prime Rate plus 8.05% per annum; and (B) 12% per annum	
BZAM Ltd.	Cortland Credit Lending Corporation as agent	CCAA	KSV	28-Feb-24	British Columbia	Cannabis	the lesser of (i) \$41.0 million; and (ii) the Revolving Facility Limit plus \$7.0 million	Commitment fee of 98,000		
Bifano Consolidated Inc.	BNS	CCAA	A&M	28-Feb-24	British Columbia	Agriculture	1.50	Commitment fee of 20,000	15.0%	
Collision Kings Group Inc. et al.	TD Bank	CCAA	FTI	07-Feb-24	Manitoba	Automotive	1.13	Commitment fee of 25,000	Prime plus 4.8% (currently 12%)	
Lynx Air Holdings Corporation and 1263343 Alberta Inc., DBA Lynx Air	Indigo Northern Ventures LP	CCAA	FTI	22-Feb-24	Alberta	Transportation	TBD	Up front fee of 3% of the maximum amount	20.0%	
Balboa Inc. et al.	Harbour Mortgage Corp.	CCAA	KSV	23-Jan-24	Ontario	Real Estate	12.00	a non-refundable commitment fee in the amount of \$240,000.00 which shall be paid from the initial Advance; if the loan is extended by the Lender at its sole discretion for a period not to exceed 6 months, an extension fee of \$120,000.00 will be payable in full on the Repayment Date	the greater of Royal Bank prime rate + 4.80% or 12.00% per annum	
SimEx Inc., Iwerks Entertainment, Inc., and SimEx-Iwerks Myrtle Beach, LLC	RBC	CCAA	Deloitte	19-Jan-24	Ontario	Entertainment	US0.6		RBUSBR + 2%	
Fresh City Farms Inc. and Mama Earth Organics Inc.	1000691958 Ontario Inc. and Bennett Church Hill Capital Inc.	CCAA	PwC	18-Jan-24	Ontario	Retail	2.50	Commitment fee of 3.5% due on maturity	12.0%	
2039882 Ontario Limited o/a Shelter Cove	CC 108 Lender Limited Partnership by its general partner REL-BC Holdings Ltd.	CCAA	PwC	23-Jan-24	Ontario	Other	2.50	25,000 initial funding fee to be deducted from the initial advance and 50,000 to be deducted from each advance at a rate equal to 2,000 on each 100,000 until the advance fee is paid in full, with any remaining balance payable on maturity	12.0%	
Black Press Ltd. et al.	Canso Investment Counsel Ltd.	CCAA	KSV	15-Jan-24	British Columbia	Media	5.50		10.0%	
Safari Flower Company	NE SPEC II LP	CCAA	EY	12-Jan-24	Ontario	Cannabis	1.00	Commitment fee of \$30,000	14.0%	
Humble & Fume Inc.	1000760498 Ontario Inc.	CCAA	Deloitte	05-Jan-24	Ontario	Cannabis	US2.5		12.0%	
Donmar Properties Ltd. and 10058984 Manitoba Ltd.	y Morcourt Properties Ltd.	CCAA	EY	10-Apr-23	Manitoba	Real Estate	0.76		8.0%	
Myra Falls Mine Ltd.	Trafigura US Inc.	CCAA	FTI	18-Dec-23	British Columbia	Mining	21.00	Fee of \$210,000, representing 1.00%	11.0%	
Candesto Enterprises Corp. et al.	Durisol Ltd.	CCAA	A&M	20-Dec-23	Alberta	Professional Services	1.30		8.5%	
Duvaltex Inc.	Wells Fargo	CCAA	EY	14-Dec-23	Quebec	Manufacturing	14.00	Engagement fee of \$75,000	Basic rate plus 2.5%	
Mastermind GP Inc.	CIBC	CCAA		23-Nov-23	Ontario	Retail	36.25	Forbearance fee of 1.25% of the outstanding balance under the CIBC Revolving Loan Facility and the BCAP Loan	CIBC's prime interest rate plus 0.75%	CIBC was the company's existing lender and agreed to forbear and provide a DIP loan
Tergeo Mineraux Critiques Inc. et al.	Investissement Québec	CCAA	Raymond Chabot	10-Nov-23	Quebec	Mining	2.60	Commitment fee of 3%	18.0%	
MAV Beauty Brands Inc. et al.	RBC as administrative agent	CCAA	A&M	14-Nov-23	Ontario	Distribution	3.90	Reasonable fees and expenses of the DIP lender	SOFR plus 5.1%	
Simply Green Home Services Inc., Crown Crest Capital Management Corp., et al.	Peoples Trust Company	CCAA	KPMG	09-Nov-23	Ontario	Professional Services	15.00	Commitment fee of \$150,000	9.5%	
Harbour Grace Ocean Enterprises Ltd. and Laurenceton Holdings Ltd.	Gray Enterprise Ltd.	CCAA	PwC	02-Nov-23	Newfoundland	Construction	1.00	Commitment fee of 1.5%	13.0%	
South Shore Seafoods Ltd. et al.	TD Bank	CCAA	Deloitte	21-Sep-23	New Brunswick	Distribution	10.00	-	Prime rate or US base rate plus 1%	
Quebec Parmentier Inc. et al.	Caisse Desjardins de la RiveNord du Saguenay	CCAA	MNP	10-Oct-23	Quebec	Distribution	2.25	unclear	unclear	
Tacora Resources Inc.	Cargill, Incorporated	CCAA	FTI	10-Oct-23	Ontario	Mining	75.00	Exit fee of \$2,250,000 (3%)	10.0%	
Quality Sterling Group	Ironbridge Equity Partners	CCAA	RSM	17-Aug-23	Ontario	Other	7.00	Reasonable fees and expenses of the DIP lender	12.0%	
Aventura Phase VII Inc. et al.	TBD	CCAA	Raymond Chabot	28-Aug-23	Quebec	Real Estate / Construction	6.00	unclear	unclear	It appears the DIP loan was approved in advance, prior to locating a DIP lender
Ideal Protein Group	BMO & Caisse Desjardins as agents	CCAA	EY	15-Aug-23	Quebec	Manufacturing	4.00	-	same interest rate as existing term loan	

Lighthouse Immersive Inc. and Lighthouse Immersive USA Inc.	SCS Finance, Inc.	CCAA	B. Riley Farber	27-Jul-23	Ontario	Entertainment	US 3.5	Reasonable fees and expenses of the DIP lender	10.0%	
NextPoint Financial Inc. et al.	BP Commercial Funding Trust and Drake Enterprises Ltd.	CCAA	FTI	25-Jul-23	British Columbia	Financial Services	25.00	Commitment fee of 1%	SOFR plus 6.5%	
Aleafia Health Inc. et al.	Red White & Bloom Brands Inc.	CCAA	KSV	25-Jul-23	Ontario	Cannabis	6.60	Commitment fee of \$198,000 (3%)	12.5%	
Bron Media Corp. et al.	Creative Wealth Media Lending LP 2016	CCAA	Grant Thornton	19-Jul-23	British Columbia	Media	6.20	Commitment fee of \$124,000 (2%)	15.0%	
Gesco Industries Inc., Gesco GP ULC and Tierra Sol Ceramic Tile Ltd.	BNS	CCAA	PwC	19-May-23	Ontario	Manufacturing & Distribution	8.60	Commitment fee of \$50,000; reasonable fees and expenses of DIP lender	Prime plus 6%	
Joseph Richard Hospitality Group Ltd. et al.	Canadian Western Bank	CCAA	EY	17-Jul-23	British Columbia	Food & Accommodation	0.50		Prime plus 5%; default interest rate of prime plus 10%	
Swarmio Inc. et al.	Triaccess Ltd.	CCAA	Grant Thornton	21-Jun-23	Ontario	Technology	1.50	Commitment fee of \$28,000 (2%); reasonable fees and expenses of DIP lender	12.0%	
Fire & Flower Holding Corp.	2707031 Ontario Inc.	CCAA	FTI	05-Jun-23	Ontario	Cannabis	9.80	Exit fee of \$400,000; reasonable fees and expenses of the DIP lender	12.0%	
Ébénisterie St-Urbain Ltée et Woodlore International Inc.	9414-0050 Québec inc.	CCAA	Raymond Chabot	12-May-23	Quebec	Manufacturing	0.70		Basic rate increased by 1% annually, payable monthly	
Plant-Based Investment Corp.	1000492681 Ontario Inc.	CCAA	Spergel	01-May-23	Ontario	Financial Services	0.50	Commitment fee of \$10,000; reasonable fees and expenses of DIP lender	12.0%	
Phoena Holdings Inc. et al	Cortland Credit Lending Corporation	CCAA	EY	04-Apr-23	Ontario	Cannabis	3.10	Commitment fee of \$62,000; reasonable fees and expenses of DIP lender	Prime plus 20%	
J.W. Carr Holdings Ltd. et al.	MGB Investments Ltd.	CCAA	EY	20-Apr-23	Alberta	Real Estate	2.70	Closing fee of \$25,000; undrawn amount fee of 2% per annum on undrawn amounts	12.0%	
GreenSpace Brands Inc.	Pivot Financial I Limited Partnership Inc.	CCAA	PwC	06-Apr-23	Ontario	Food & Accommodation	2.60	Upfront fee of \$10,000, reasonable fees and expenses of the DIP lender	14.0%	
Donmar Properties Ltd. and 10058984 Manitoba Ltd.	Morcourt Properties Ltd.	CCAA	EY	18-Apr-23	Manitoba	Real Estate	0.76		8.0%	
Rambler Metals and Mining Canada Inc. and 1948565 Ontario Inc.	RMM Debt Limited Partnership	CCAA	Grant Thornton	27-Feb-23	Newfoundland	Mining	US 5	Standby fee of 2.5%	17.0%	
LoyaltyOne Co. (dba AIR MILES®)	BMO	CCAA	KSV	10-Mar-23	Ontario	Other	US 70	Upfront fee of 2% and standby fee of 1.25%	Currently 14.25%, being the Base Rate (currently 8.25%) plus 6%	
Dynamic Technologies Inc. et al.	Promising Experts Limited	CCAA	FTI	09-Mar-23	Alberta	Professional Services	2.60	Reasonable fees and expenses of the lender	12.0%	
Polar Window of Canada Ltd. et al.	TD Bank	CCAA	Deloitte	10-Feb-23	Manitoba	Distribution	1.20	35,000 facility fee		
Tehama Inc.	14667913 Canada Inc.	CCAA	Deloitte	20-Jan-23	Ontario	Technology	0.50	Reasonable fees and expenses of the lender	5.0%	
Groupe Vertendre	Immofinn SEC	CCAA	Raymond Chabot	20-Jan-23	Quebec	Real Estate	0.25			
Forex Inc. et al.	Les Placements Al-Vi Inc.	CCAA	PwC	07-Feb-23	Quebec	Manufacturing	10.63	Reasonable fees and expenses of the lender	10.0%	
Acerex Pharmaceuticals Corporation et al.	First Generation Capital Inc.	CCAA	EY	26-Jan-23	Ontario	Healthcare	7.00	Reasonable fees and expenses of the lender	8.0%	
Laboratoires Bodycad Inc.	Sante BB Inc.	CCAA	Raymond Chabot	22-Dec-22	Quebec	Healthcare	2.16	Unclear - materials not available	Unclear - materials not available	
DCL Corporation Galarneau	Wells Fargo Bank, National Association, as administrative agent	CCAA	A&M	20-Dec-22	Ontario	Distribution	55.00		SOFR Loan obligations and Letters of Credit: Adjusted Term SOFR or Canadian BA Rate, plus 4.00% Base Rate obligations and Swingline Loans: US Base Rate or Canadian Base Rate, plus 3.00% Unused line fee of 0.50% Additional default interest of 2.0%	
Groupe Sélection Inc. Manitoba Clinic Medical Corporation and The Manitoba Clinic Holding Co. Ltd.	National Bank, CIBC, Desjardins, TD, BMO, HSBC, Briva Finance and Fiera	CCAA	PwC	21-Nov-22	Quebec	Food & Accommodation	20.00			
	CIBC	CCAA	A&M	30-Nov-22	Manitoba	Healthcare	4.00	Reasonable fees and expenses of the lender	Prime plus 5%	

Trichome Financial Corp.	Cortland Credit Lending Corporation	CCAA	KSV	07-Nov-22	Ontario	Cannabis	4.88	Commitment fee of \$97,000	14.0%	
Springer Aerospace Holdings Limited and 1138969 Ontario Inc.	Hillmount Capital Inc.	CCAA	MNP	23-Nov-22	Ontario	Professional Services	1.50	Commitment fee of \$60,000, Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor	The greater of RBC Prime plus 7% or 12 % per annum	
Pure Gold Mining Inc.	Sprott Private Resource Lending II (Collector), LP	CCAA	KSV	31-Oct-22	British Columbia	Mining	10.00		15.0%	
Cannapie Group Inc. et al.	Cardinal Advisory Limited	CCAA	BDO	03-Nov-22	Ontario	Cannabis	0.50	Commitment fee of \$10,000	12%	
The Flowr Corporation et al.	1000343100 Ontario Inc.	CCAA	EY	20-Oct-22	Ontario	Cannabis	2.00	Commitment fee of \$40,000	Prime plus 12%	
Xebec Adsorption Inc. et al.	National Bank of Canada	CCAA	Deloitte	29-Sep-22	Quebec	Oil and Gas	3.60			
Superette Inc. et al.	SNDL Inc.	CCAA	EY	30-Aug-22	Ontario	Cannabis	1.37		15.0%	
Speakeasy Cannabis Club Ltd.	Travelers Capital Corp.	CCAA	Crowe MacKay	27-Jul-22	British Columbia	Cannabis	1.00	Commitment fee of 4.25%; standby fee of 2.5%; break fee of 5%	RBC prime rate (currently 4.7%) plus 725 basis points (currently 11.95%)	
MPX International Corporation	Certain Debentureholders	CCAA	KSV	24-Jul-22	Ontario	Cannabis	2.67	Commitment fee of 2%	12.0%	
Sproutly, Inc. and Toronto Herbal Remedies Inc.	0982244 B.C. Ltd. o/a Isle of Mann Property Group	CCAA	BDO	24-Jun-22	Ontario	Cannabis	0.75	Facility fee of 2%	1400.0%	
Canadian Dehua International Mines Group Inc.	Qubo Liu (a 50% shareholder)	CCAA	FTI	03-Jun-22	British Columbia	Mining	0.35	0	0.0%	
Mjardin Group Inc., Growforce Holdings Inc., 8586985 Canada Corporation and Highgrade MMJ Corporation	Bridging Finance	CCAA	KSV	02-Jun-22	Ontario	Cannabis	2.00	Upfront fee of \$50,000. Debtor responsible for DIP lender's expenses.	1000.0%	
Freshlocal Solutions Inc. et al.	Third Eye Asset Management Inc. / Ayal Capital Advisors EliteFund LP and Heidi S. Shippell Heiland 2008 Irrevocable Trust	CCAA	EY	16-May-22	British Columbia	Retail	1) TEC - 102) Ayal - 3	1) Closing fee of \$300,000; exit fee of \$300,000; extension fee of \$150,000 payable to extend the maturity date 2) Closing fee of \$90,000	1) Variable interest rate of the RBC Prime Rate + 8% (currently 12.7%) per annum 2) Variable interest rate of the RBC Prime Rate + 5% (currently 9.7%) per annum	The TEC loan was amended by order dated August 5, 2022. These are the amended terms. The Ayal loan was added on the same day.
Choom Holdings Inc.	1) Aurora Cannabis Inc. 2) Secured creditor other than Aurora	CCAA	EY	22-Apr-22	British Columbia	Cannabis	1) 0.82) 0.15	1) Borrower responsible for DIP lender's expenses.	1) 12 2) 12	
Hazelton Development Corporation	Triumph Eastern Investments Inc.	CCAA	Grant Thornton	20-Apr-22	Ontario	Real Estate	9.00	Commitment fee of \$180,000	1300.0%	
0989705 B.C. Ltd. et al.	Gatland, REV and South Street LP	CCAA	A&M	01-Apr-22	British Columbia	Real Estate	1.00	25000	1000.0%	
Eye & Co Incorporated, Natural Medco Ltd. and Eye & Co International Holdings Ltd.	Deans Knight Private Credit GP Inc., as General Partner of Deans Knight Private Credit Limited Partnership and DK Strategic Yield U.S. GP LLC, as General Partner of DK Strategic Yield Master Trust Limited Partnership	CCAA	BDO	25-Mar-22	Ontario	Cannabis	2.20	Facility fee of 60,000. Borrower responsible for DIP lender's expenses.	1200.0%	
Rising Phoenix International Inc.	Interim Financing - Gestion Levy inc. Junior Interim Financing - 6815464 Canada Ltd.	CCAA	Richter	06-Jan-22	Quebec	Education	Interim Financing - 1.75 Junior Interim Financing - 2.5	Unclear - facilities granted under seal	Unclear - facilities granted under seal	
Trinity Ravine Community Inc.	Nahid Corporation or an affiliate	CCAA	Deloitte	23-Feb-22	Ontario	Real Estate	0.85	1. one-time fee of \$20,000 payable from proceeds of the first Advance; 2. Advance Fee of \$500 plus HST in respect of each Advance; 3. Utilization Fee in respect of any unutilized portion of the DIP Facility at a rate of 0.35% per annum calculated and compounded monthly in arrears; 4. \$40,000 to be applied against the lender's legal fees and disbursements	The greater of 12% or the TD Bank Prime Rate (currently 2.45%) plus 9.55%	
BlackRock Mining Inc. et al.	OMF Fund II H Ltd. and Investissement Québec	CCAA	Deloitte	23-Dec-21	Quebec	Mining	2.00		12% per annum	

Kaisen Energy Corp.	Durum Opportunities LP, an affiliate of Durum Capital Inc.	CCAA	EY	08-Dec-21	Alberta	Oil and Gas	1.00	\$50,000 commitment fee	ATB Financial Prime Rate + 5% per annum and is only payable on amounts advanced under the Interim Lender Facility;
Harte Gold Corp.	1000025833 Ontario Inc., a wholly owned subsidiary of Silver Lake Resources Limited.	CCAA	FTI	07-Dec-21	Ontario	Other	10.80	Borrower responsible for DIP lender's expenses	(a) in the case of the Balance in the Monitor's Account from time to time, 2% per annum; (b) in the case of any portion of the Loan Amount that has been advanced, 5% per annum from the date of the advance
Boreal Capital Partners	Halmont Properties Corporation	CCAA	EY	25-Nov-21	Ontario	Real Estate	10.00	Borrower responsible for DIP lender's expenses	750.0%
Coalspur Mines (Operations) Ltd.	Cline Trust Company LLC	CCAA	FTI	26-Apr-21	Alberta	Mining	26.00	Closing fee of US\$50,000. Undrawn amount fee of 2% on any undrawn amounts. The Borrower must also pay for the Lender and Monitor's reasonable expenses in connection with the loan.	1200.0%
BioEnergie AE Cote-Nord Canada Inc.	Biogaz SP senc	CCAA	Raymond Chabot	06-May-21	Quebec	Biotech	0.30		
CannTrust	Cortland Credit Lending Corporation	CCAA	EY	06-May-21	Ontario	Cannabis	22.50	Confidential	Confidential
Spartan Bioscience Inc.	Casa-Dea Financing Ltd.	NOI continued as CCAA	EY	04-May-21	Ontario	Biotech	0.60	Facility fee of \$6,000. The Borrower is responsible for the Lender's reasonable expenses incurred in connection with the interim financing.	10.0%
Ardenton Capital Corporation	RCM Capital Management Ltd.	CCAA	KSV	05-Mar-21	British Columbia	Financial Services	5.00	n/a	10.0%
Just Energy Group Inc. (TSX:JE)	LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC and QC II LVS XIV LP	CCAA	FTI	09-Mar-21	Ontario	Oil and Gas	125.00	Commitment fee of \$1.25 million and origination fee of \$1.25 million. The Borrower will be responsible for all of the DIP Lenders' reasonable legal fees incurred in respect of the DIP Financing.	13.0%
Atis Group	BNS	CCAA	Raymond Chabot	24-Feb-21	Quebec	Manufacturing	6.25	Facility fee of \$112,500	Prime plus 3.75%
TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc.	Cortland Capital Market Services Ltd.	CCAA	EY	17-Feb-21	British Columbia	Food & Accommodation	13.40	Commitment fee of \$516,000.	Either 15% or 12.5%, pursuant to the terms of the Term Sheet
Laurentian University	Firm Capital Corporation	CCAA	EY	01-Feb-21	Ontario	Education	25.00	Commitment fee of \$500,000. The Borrower will be responsible for all of the DIP Lender's reasonable legal fees incurred in respect of the DIP Financing.	Floating at the greater of 8.50% Per Annum or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 6.05% Per Annum
Yatsen Group of Companies	1699803 Ontario Inc.	CCAA	A&M	25-Jan-21	Ontario	Food & Accommodation	5.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	3.0%
FIGR Brands, Inc.	Alliance One Tobacco Canada, Inc.	CCAA	FTI	21-Jan-21	Ontario	Cannabis	16.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	8.0%
									Initial DIP loan was \$8 million. Order dated March 31, 2021 increased amount of DIP loan to \$13 million. Order dated June 10, 2021 increased amount of DIP loan to \$16 million.

Appendix “S”

Notes to Projected Statement of Cash Flows

For the Period Ending February 28, 2025

(Unaudited; \$CAD)

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (the "Applicants") for the period December 1, 2024 to February 28, 2025 (the "Period") in respect of the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA").

The cash flow projection has been prepared based on hypothetical and most probable assumptions.

Hypothetical

2. Represents rents collected from tenants, net of certain property management fees.

Most Probable

3. Represents the cash portion of the purchase price payable on closing of the 323 credit bid transactions, subject to court approval.
4. Represents funding (net of the commitment fee) to be advanced under the Viscount Capital DIP Facility to be used to payout the Existing DIP Facility.
5. Represents payments required to maintain the insurance in place over the Portfolio. The Monitor expects several policy renewals and adjustments in January 2025.
6. Represents miscellaneous expenses, capital expenditures and tenant concessions for repairs.
7. Represents an estimate of accrued post-filing amounts owing to various Cities and Municipalities for Property Taxes and Water Bills.
8. The professional fees projected to be paid in December represent accrued and projected fees and disbursements secured by the Administration Charge, including the projected professional fees to be incurred in connection with closing of the credit bid transactions (which remain subject to court approval).
9. Represents the repayment of the Existing DIP Facility, including an estimate of the Existing DIP Lender's accrued and unpaid fees and charges.
10. Represents a draw on the Viscount Capital DIP Facility required to fund closing costs and other operating expenses, net of an interest reserve equal to approximately three months of interest charges on the Viscount Capital DIP Facility.
11. Represents the projected DIP balance before interest and fees.

Appendix “T”

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c.C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE
INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN
REAL ESTATE INC.**

**MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)**

The attached statement of projected cash-flow of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "Applicants") as of the 29th day November, 2024, consisting of a weekly projected cash flow statement for the period December 1, 2024 to February 28, 2025 ("Cash Flow") has been prepared by the management of the Applicants for the purpose described in Note 1, using probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Applicants. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto this 29th day of November, 2024.

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS MONITOR
OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC.,
INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING INC.,
THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “U”

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**


**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK
FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC.**

**AFFIDAVIT OF NOAH GOLDSTEIN
(sworn November 29, 2024)**

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

1. I am a Managing Director of KSV Restructuring Inc. ("KSV"), the Court-appointed monitor (the "Monitor") of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "Applicants"), and as such I have knowledge of the matters deposed to herein.
2. Pursuant to an order of the Ontario Superior Court of Justice ("Court") made on January 23, 2024, the Applicants were granted protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") and KSV was appointed as the Monitor in this proceeding.
3. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Monitor's fees and disbursements for the period August 1, 2024 to October 31, 2024 (the "Period").
4. The Monitor's invoices for the Period disclose in detail: the nature of the services rendered; the time expended by each person and their hourly rates; the total charges for the services rendered; and the disbursements charged. A copy of the Monitor's invoices is attached hereto as Exhibit "A" and the billing summary is attached hereto as Exhibit "B".

- 5. The Monitor spent a total of 832 hours on this matter during the Period, resulting in fees totalling \$416,453, excluding disbursements and HST, as summarized in Exhibit "B".
- 6. As reflected on Exhibit "B", the Monitor's average hourly rate for the Period was \$500.73.
- 7. I verily believe that the time expended and the fees charged are reasonable in light of the services performed and the prevailing market rates for services of this nature in downtown Toronto.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 29th day of November, 2024)
)
)
_____)
Rajinder Kashyap, a Commissioner, etc.,)
Province of Ontario, for KSV Restructuring Inc.)
Expires February 23, 2027)



NOAH GOLDSTEIN

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 29th day of November, 2024



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



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INVOICE

Balboa Inc. et al.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto ON M5J 2W4

October 16, 2024

Invoice No: 3971

HST #: 818808768RT0001

Re: Balboa Inc. et al (the “Company”)

For professional services rendered during August 2024 in our capacity as Monitor in the Company’s proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”), including:

General Matters

- Corresponding extensively with the Company, Cassels Brock & Blackwell LLP (“Cassels”), the Monitor’s legal counsel, Chaitons LLP (“Chaitons”), representative counsel to the secured lenders, and Goldman Sloan Nash & Haber LLP (“GSNH”) in respect of the Company’s operations and the CCAA proceedings generally, including multiple calls and email correspondence on a daily basis as more specifically outlined herein;
- Monitoring the Company’s receipts and disbursements on a daily basis;
- Reviewing the financial and partner statements for the Company for the month of July 2024;
- Preparing a detailed analysis of monthly rent to ensure collections align with the number of tenanted units and conducting a thorough comparison of monthly deductions from gross rent;
- Reviewing and allocating the Company’s property taxes paid, by property, since the start of the CCAA proceedings and maintaining a DIP allocation schedule on an ongoing basis;
- Attending calls with Cassels, Chaitons, GSNH and the Receiver of Lion’s Share Group Inc. and Windrose Group Inc., Fuller Landau LLP, and their legal counsel, Norton Rose Fulbright Canada LLP, to discuss, among other things, the restructuring term sheet (the “Restructuring Term Sheet”);
- Negotiating extensively the terms and conditions of the Restructuring Term Sheet and presenting same to the secured and unsecured creditors, including at townhall meetings on August 5, 2024, and August 20, 2024, convened for this purpose;

- Reviewing court materials filed in connection with a motion heard August 31, 2024 (the “August 30th Motion”), the principal purpose of which was to seek approval of the Restructuring Term Sheet;
- Drafting the Monitor’s Seventh Report to Court dated August 23, 2024 (the “Seventh Report”) filed in connection with the August 30th Motion;
- Preparing the appendices to the Seventh Report;
- Preparing the Monitor’s Fee Affidavit which was filed as part of the August 30th Motion;
- Reviewing the Fee Affidavit filed by Cassels as part of the August 30th Motion;
- Reviewing and commenting on the Monitor’s factum filed in connection with the August 30th Motion;
- Attending multiple calls with Cassels regarding the August 30th Motion;
- Attending at court for the hearing of the August 30th Motion;
- Corresponding extensively with the Company regarding the property management transition process;
- Corresponding multiple times per day with Richmond Advisory Services Inc. (“Richmond”) in respect of the transition process and urgent property management matters arising at multiple properties;
- Dealing with Richmond on all property management issues, including the transition process, insurance matters, maintenance matters, tenant issues and all other matters in connection with the state of the properties in the portfolio;
- Attending calls with the secured lender committee, including in respect of credit bid rights and related issues;
- Corresponding with the Company regarding court orders brought to the Monitor’s attention by cities and municipalities;
- Reviewing and summarizing receipts and disbursements noted on the Company’s bank statements, including for the purposes of summarizing the uses of the DIP Funding for the Seventh Report to court;
- Corresponding with BMO regarding enhanced access and the status of specific Company bank accounts;
- Corresponding with Co-operators Insurance Brokerage to confirm insurance is active on all properties owned by the Company and dealing with the transfer of insurance on certain properties;
- Corresponding on a daily basis with creditors and the Company, including regarding planned renovations, the leased status of each property and overall status of the proceedings;
- Reviewing all backup information provided by the Company in connection with its planned renovations and corresponding extensively regarding same;
- Corresponding with various utility service providers to discuss the stay of proceedings and to ensure continuity of services;

- Attending calls with the Company regarding reporting updates required, including renovation status updates and tracking of renovation payments;
- Corresponding extensively with the Company regarding, among other things, reporting of receipts, requests for payment of utilities and property taxes, payment of pre-filing arrears and multiple scope of work renovation requests;
- Corresponding extensively with the Company regarding, among other things, requests for payment of repairs and maintenance expenses, contractor expenses, and municipal court attendance expenses, including detailed review of invoices for the same;
- Corresponding directly with multiple Cities and Municipalities regarding property tax support, including but not limited to correspondence with the City of Timmins, the City of Sault Ste Marie, the City of Sudbury, and the Town of Kirkland Lake;
- Corresponding directly with multiple Cities and Municipalities regarding confirmation of any orders issued related to the Company's properties, including but not limited to correspondence with the City of Timmins, the City of Sault Ste Marie, the Town of Kirkland Lake, and the City of Brantford;
- Reviewing weekly progress updates from the Company in respect of approved renovations;
- Corresponding with contractors regarding renovations performed on specific properties, including but not limited to, requesting details of renovations performed, and reviewing any materials provided in order to coordinate payment, where payments were outstanding;
- Corresponding with the City of Sault Ste. Marie regarding a Freedom of Information Request For Fire Records Pertaining to 108 Albert Street East;
- Preparing an analysis of funds required for DIP borrowing requests;
- Preparing cash flow projections, including for the purposes of filing the projection with the court as an appendix to the Seventh Report;
- Reviewing funding requests submitted to Harbour Mortgage Corp. for DIP requests and considering DIP allocation issues across the Company's properties;
- Preparing multiple DIP allocation schedules and breakdowns and circulating same to all mortgagees;
- Responding to numerous mortgagees regarding questions on the DIP allocation schedules;
- Responding to numerous mortgagees regarding requests for any leases associated with their properties;
- Responding to numerous mortgagees regarding requests for the tenant payment history of their properties;
- Corresponding daily with several creditors and providing, among other things, updates regarding the CCAA proceedings and property-specific status updates;
- Maintaining the Service List in these proceedings on the Monitor's case website and posting all Court materials on the Monitor's case website;
- Convening internal meetings; and

- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 146,461.91
HST	<u>19,040.05</u>
Total due	<u>\$ 165,501.96</u>

KSV Restructuring Inc.

Balboa Inc. et al.

Time Summary

For the period ending August 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
David Sieradzki	750	56.00	42,000.00
Noah Goldstein	750	18.20	13,650.00
Maha Shah	450	75.90	34,155.00
Nathalie El-Zakhem	450	72.20	32,490.00
Tony Trifunovic	450	48.75	21,937.50
Other staff and administration		9.95	2,144.25
Total Fees		281.00	146,376.75
Total Disbursements (courier & postage)			85.16
Total Fees and Disbursements			<u>146,461.91</u>



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INVOICE

Balboa Inc. et al.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto ON M5J 2W4

October 16, 2024

Invoice No: 3972

HST #: 818808768RT0001

Re: Balboa Inc. et al (the “Company”)

For professional services rendered during September 2024 in our capacity as Monitor in the Company’s proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”), including:

General Matters

- Corresponding extensively with the Company, Cassels Brock & Blackwell LLP (“Cassels”), the Monitor’s legal counsel, Chaitons LLP (“Chaitons”), representative counsel to the secured lenders, and Goldman Sloan Nash & Haber LLP (“GSNH”) in respect of the Company’s operations and the CCAA proceedings generally, including multiple calls and email correspondence on a daily basis as more specifically outlined herein;
- Monitoring the Company’s receipts and disbursements on a daily basis;
- Reviewing the financial statements and partner statements for the Company for the month of August 2024;
- Corresponding with BMO regarding the status of specific Company bank accounts, including confirmation of access settings for specific individuals;
- Reviewing data room documents and providing data room access to specific parties, including but not limited to Credit Bidders, subject to an executed Non-Disclosure Agreement;
- Reviewing and allocating the Company’s property taxes paid, by property, since the start of the CCAA proceedings and maintaining a DIP allocation schedule on an ongoing basis;
- Attending calls with Cassels, Chaitons, GSNH and the Receiver of Lion’s Share Group Inc. and Windrose Group Inc., Fuller Landau LLP, and their legal counsel, Norton Rose Fulbright Canada LLP;

- Reviewing and commenting on multiple versions of a template credit bid agreement of purchase and sale and making same available on the Monitor's website and by email to all mortgagees;
- Facilitating the credit bid submission process leading up to the deadline of September 20, 2024;
- Corresponding extensively with Chaitons and Kormans LLP in connection with all aspects of the credit bid submission process;
- Logging and tracking hundreds of credit bid submissions and, among other things, reconciling deposit confirmations with deposits received;
- Preparing credit bid schedules to distribute to the relevant stakeholders regarding credit bids received versus properties without credit bids;
- Corresponding with Second Mortgagees around such credit bid schedules in order to provide the information required for any potential Second Mortgagee credit bid submissions;
- Preparing and updating a rent charge schedule for properties without credit bids;
- Reviewing credit bid submissions against the information available to the Monitor, including among other things, identifying any credit bid purchase prices that differ from the Mortgage Principal balances available to the Monitor;
- Performing a detailed review of credit bids with discrepancies identified and preparing follow-up communications for such credit bidders, to request supporting documentation and a further breakdown of their credit bid purchase price;
- Corresponding multiple times per day with Richmond Advisory Services Inc. ("Richmond") in respect of the transition process and urgent property management matters arising at multiple properties;
- Dealing with Richmond on all property management issues, including the transition process, insurance matters, maintenance matters, tenant issues and all other matters in connection with the state of the properties in the portfolio;
- Corresponding frequently with Richmond, and creditors, on Property Viewing Requests;
- Attending calls with the secured lender committee, including in respect of credit bids;
- Corresponding with the Company regarding court orders brought to the Monitor's attention by cities and municipalities;
- Corresponding directly with multiple Cities and Municipalities regarding court orders, water arrears and property taxes, including but not limited to correspondence with the City of Timmins, the City of Sault Ste Marie, and the Town of Kirkland Lake;
- Reviewing receipts and disbursements noted on the Company's bank statements;
- Corresponding with Co-operators Insurance Brokerage to confirm insurance is active on all properties owned by the Company and dealing with the transfer of insurance on certain properties;
- Corresponding on a daily basis with creditors and the Company, including regarding planned renovations, the leased status of each property and overall status of the proceedings;

- Reviewing all backup information provided by the Company in connection with its planned renovations and corresponding extensively regarding same;
- Corresponding with various utility service providers to discuss the stay of proceedings, to ensure continuity of services, and to confirm the corresponding Company account balances;
- Corresponding with Grow Ontario Property Management (“GROW”), the property manager of six Applicant properties, to request, among other things, current rent statements, the status of such properties, and transfer of any amounts owing to the Company for the six properties;
- Attending calls with the Company regarding reporting updates required;
- Corresponding extensively with the Company regarding, among other things, reporting of receipts, requests for payment of utilities and property taxes, payment of pre-filing arrears and multiple scope of work renovation requests;
- Corresponding extensively with the Company regarding, among other things, requests for payment of repairs and maintenance expenses, contractor expenses, and municipal court attendance expenses, including detailed review of invoices for the same;
- Preparing an analysis of funds required for DIP borrowing requests;
- Preparing cash flow projections;
- Reviewing outstanding renovation payment amounts owing for renovation work substantially complete and assessing payment approval for the same;
- Corresponding with Harbour Mortgage Corp. in respect of exit financing facility and reviewing correspondence in respect thereof;
- Discussing with legal counsel the implications of the credit bids on the Restructuring Term Sheet and considering alternatives in respect thereof;
- Corresponding with Norton Rose and Chaitons in connection with the bankruptcy and interim receivership application against Dylan Suitor;
- Reviewing court materials filed in the application against Dylan Suitor;
- Responding to numerous mortgagees regarding questions on the DIP allocation schedules;
- Responding to numerous mortgagees regarding requests for any leases associated with their properties;
- Responding to numerous mortgagees regarding requests for the tenant payment history of their properties;

- Corresponding daily with several creditors and providing, among other things, updates regarding the CCAA proceedings and property-specific status updates;
- Preparing an updated property analysis document upon request of Fuller Landau LLP, originally intended to assist with, among other things, the determination of equity properties;
- Corresponding with contractors regarding renovations performed on specific properties, including but not limited to, requesting details and photos of renovations performed, and reviewing any materials provided in order to communicate such information with the appropriate creditors;
- Corresponding extensively with the Company, Richmond, the Insurance Broker, and the City of Sault Ste. Marie on a fire that took place at 163 Wellington Street East, Sault Ste. Marie ON, including email correspondence on September 9, 2024, September 10, 2024, and September 11, 2024, as well as email correspondence with the relevant creditor regarding the same on September 16, 2024;
- Corresponding with the City of Sault Ste. Marie and Richmond on the intention to finalize the demolition of 159 Wallace Terrace, Sault Ste. Marie ON, including email correspondence on September 16, 2024 and September 29, 2024;
- Corresponding with various Property Appraisal Companies (“Appraisers”) to engage the appropriate Appraisers to assess each of the 16 properties that were identified as “Equity Amount Properties” in the Restructuring Term Sheet filed with the Court in the Motion Record of the Monitor dated August 23, 2024;
- Extensively communicating with the Appraisers engaged, as well as the Company, to facilitate property viewings, where applicable and, among other things, to confirm requested details of the properties subject to appraisals;
- Reviewing the Appraisals, upon receipt, to determine any equity amounts that would be payable upon closing, and communicating the same with the creditors of such properties;
- Maintaining the Service List in these proceedings on the Monitor’s case website and posting all Court materials on the Monitor’s case website;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 150,138.04
HST	19,518.04
Total due	\$ <u>169,656.79</u>

KSV Restructuring Inc.

Balboa Inc. et al.

Time Summary

For the period ending September 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
David Sieradzki	750	32.00	24,000.00
Noah Goldstein	750	8.00	6,000.00
Maha Shah	450	61.20	27,540.00
Nathalie El-Zakhem	450	147.50	66,375.00
Tony Trifunovic	450	54.00	24,300.00
Other staff and administration		9.55	1,923.75
Total Fees		312.25	150,138.75
Total Disbursements			-
Total Fees and Disbursements			<u>150,138.75</u>



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INVOICE

Balboa Inc. et al.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 18, 2024

Invoice No: 4047

HST #: 818808768RT0001

Re: Balboa Inc. et al (the “Company”)

For professional services rendered during October 2024 in our capacity as Monitor in the Company's proceedings under the *Companies' Creditors Arrangement Act* (“CCAA”), including:

- Corresponding extensively with SID Management Inc. (“SID”) and Cassels Brock & Blackwell LLP (“Cassels”), the Monitor's legal counsel, in respect of the Company's operations and the CCAA proceedings generally, including multiple calls and email correspondence on a daily basis as more specifically outlined herein;
- Corresponding regularly with Chaitons LLP (“Chaitons”), representative counsel to the secured lenders, in respect of all issues in the CCAA proceedings;
- Corresponding periodically with Goldman Sloan Nash & Haber LLP (“GSNH”), the Court-appointed receiver of Lion's Share Group Inc. and its counsel;
- working with legal counsel and the applicable stakeholders to advance and finalize the 323 Credit Bid APAs, including reviewing purchase price amounts and corresponding with the purchasers on various information requests, including to support their mortgage indebtedness;
- Reviewing and uploading documents and providing data room access to specific parties, including but not limited to the upload of several Credit Bid APAs for legal counsel's records;
- negotiating a DIP facility with Firm Capital Corporation (“Firm Capital”) and its legal counsel;
- responding to Firm Capital information requests;
- engaging extensively on a near daily basis with Richmond Advisory Services Inc. (“Richmond”) and SID regarding the property management transition process;

- engaging with the Company's insurance broker regarding the transfer of insurance on certain properties and to confirm insurance is in place on all properties;
- dealing with tenant issues;
- Monitoring the Company's receipts and disbursements on a daily basis;
- Reviewing the financial statements and partner statements for the Company for the month of September 2024;
- Reviewing the Company's rent roll for the month of October 2024;
- Reviewing and allocating the Company's property taxes paid, by property, since the start of the CCAA proceedings and maintaining a DIP allocation schedule on an ongoing basis;
- Drafting and distributing the Notice to Creditors dated October 11th to all Secured Lenders and Unsecured Lenders to provide a status update following the credit bid deadlines;
- Drafting and distributing the Notice to Creditors dated October 23rd to all Secured Lenders and Unsecured Lenders advising of the Monitor's intention to seek Court approval of the credit bid transactions on November 26, 2024;
- Drafting the Monitor's eighth report to court dated October 23, 2024 (the "Eighth Report") filed in support of a stay extension motion returnable October 30, 2024 (the "Stay Extension Motion");
- Reviewing and commenting on all court materials filed in connection with the Stay Extension Motion, including the notice of motion, factum and order;
- Attending the Stay Extension Motion on October 30, 2024;
- Drafting the Monitor's ninth report to court to be filed in connection with an upcoming motion returnable November 26, 2024;
- Corresponding extensively with Chaitons and Kormans LLP in connection with all aspects of the credit bids;
- Corresponding multiple times per day with Richmond in respect of the transition process and urgent property management matters arising at multiple properties;
- Dealing with Richmond on all property management issues, including the transition process, insurance matters, maintenance matters, tenant issues and all other matters in connection with the state of the properties in the portfolio;
- Dealing with Richmond on urgent property issues, including a fire that took place at 13 Bloor Avenue, Timmins, as well as serious mold concerns at 100 Conley Street South, Timmins and 145 Biggings Ave, Sault Ste. Marie;
- Corresponding with the Company and specific municipalities regarding court orders brought to the Monitor's attention by cities and municipalities;
- Reviewing and summarizing receipts and disbursements noted on the Company's bank statements;

- Corresponding with Co-operators Insurance Brokerage (“Co-operators”) to confirm insurance is active on all properties owned by the Company and dealing with the transfer of insurance on certain properties;
- Preparing and providing reports on vacant properties to Co-operators to transfer newly vacant properties to the appropriate policies;
- Corresponding on a daily basis with creditors and the Company, including regarding the leased status of each property and overall status of the proceedings;
- Corresponding with various utility service providers to discuss the stay of proceedings and to ensure continuity of services;
- Drafting letters to and corresponding with multiple Cities and utility service providers to communicate Richmond’s authorization to winterize properties not tenanted, including but not limited to correspondence with PUC Services Inc, Greater Sudbury Utilities, and the Town of Kirkland Lake;
- Attending calls with SID regarding reporting updates required;
- Corresponding with the Company regarding, among other things, requests for payment of repairs and maintenance expenses, contractor expenses, and municipal court attendance expenses, including detailed review of invoices for the same;
- Preparing cash flow projections, including for the purposes of filing the projection with the court as an appendix to the Eighth Report;
- Corresponding with Harbour Mortgage Corp. in respect of the planned payout of its DIP facility;
- Discussing with legal counsel the implications of the credit bids on the Restructuring Term Sheet and considering alternatives in respect thereof;
- Corresponding with Norton Rose and Chaitons in connection with the bankruptcy and interim receivership application against Dylan Suitor;
- Responding to numerous mortgagees regarding questions on the DIP allocation schedules;
- Corresponding daily with several creditors and providing, among other things, updates regarding the CCAA proceedings and property-specific status updates;
- Maintaining the Service List in these proceedings on the Monitor’s case website and posting all Court materials on the Monitor’s case website;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 119,938.73
HST	15,592.03
Total due	\$ <u>135,530.76</u>

KSV Restructuring Inc.

Balboa Inc. et al.

Time Summary

For the period ending October 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
David Sieradzki	750	39.00	29,250.00
Noah Goldstein	750	10.00	7,500.00
Maha Shah	450	47.90	21,555.00
Nathalie El-Zakhem	450	120.50	54,225.00
Tony Trifunovic	450	12.50	5,625.00
Other staff and administration		8.55	1,782.75
Total Fees		238.45	119,937.75
Total Disbursements			0.98
Total Fees and Disbursements			119,938.73

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 29th day of November, 2024



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

Exhibit "B"

Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc.,
Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and
Joint Captain Real Estate Inc. (collectively, the "Applicants")
Schedule of Professionals' Time and Rates
For the Period August 1, 2024 to October 31, 2024

Name	Role	Hours	Billing Rate (Per Hour)	Total Fees by Professional (\$)
David Sieradzki	Overall Responsibility	127.00	\$ 750	\$ 95,250
Noah Goldstein	Overall Responsibility	36.20	\$ 750	\$ 27,150
Nathalie El-Zakhem	All aspects of mandate	340.20	\$ 450	\$ 153,090
Maha Shah	Aspects of mandate	185.00	\$ 450	\$ 83,250
Tony Trifunovic	Aspects of mandate	115.25	\$ 450	\$ 51,863
Other Staff and administration		28.05	\$ 175 - 225	\$ 5,851
Total hours				832
Total fees				<u>416,453</u>
Average hourly rate				500.73

Appendix “V”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED***

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC.,
THE PINK FLAMINGO INC., HOMETOWN HOUSING
INC., THE MULLIGAN INC., HORSES IN THE BACK INC.,
NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE
INC. (collectively the "**Applicants**", and each an "**Applicant**")**

**AFFIDAVIT OF RYAN JACOBS
(sworn November 29, 2024)**

I, Ryan Jacobs, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am a lawyer qualified to practice law in Ontario and a Partner¹ with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel for KSV Restructuring Inc., in its capacity as the monitor (the "**Monitor**") of the Applicants, as appointed pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 23, 2024, as amended and restated from time to time. As such, I have knowledge of the matters to which I depose.

2. During the period from August 1, 2024 to October 31, 2024, Cassels incurred fees and disbursements, including Harmonized Sales Tax ("**HST**"), in the amount of \$232,717.29. Particulars of the work performed are contained in the invoices (each an "**Invoice**"; collectively,

¹ My services are provided through a professional corporation.

the “**Invoices**”) attached hereto as **Exhibit “A”**. The Invoices have been redacted to remove any information that may be privileged, sensitive or confidential.

3. Attached hereto as **Exhibit “B”** is a summary of the respective years of call and billing rates of each individual at Cassels who acted for the Monitor.

4. Attached hereto as **Exhibit “C”** is a summary of each Invoice in Exhibit “A”, the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels was \$1,013.05.

5. To the best of my knowledge, the rates charged by Cassels are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. This affidavit is sworn in support of a motion to, among other things, seek approval of the fees and disbursements of counsel of the Monitor, and for no other or improper purpose.

SWORN BEFORE ME by video conference on this 29th day of November, 2024. The affiant and I were both located at the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

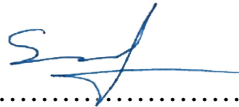


Commissioner for Taking Affidavits
(or as may be)

RYAN JACOBS

Commissioner Name: Stephanie Savannah
Fernandes
Law Society of Ontario Number: 85819M

This is **Exhibit “A”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on November 29, 2024 in accordance with O. Reg. 431/20. The affiant and I were both located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Stephanie Savannah
Fernandes
Law Society of Ontario Number: 85819M

EXHIBIT "A"

**Redacted Copies of the Invoices issued to the Monitor
for fees and disbursements incurred by
Cassels Brock & Blackwell LLP**



Attn: Noah Goldstein
KSV Advisory
150 King St W, Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2251662
Date: September 18, 2024
Matter No.: 057984-00012
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Balboa et al Restructuring

Fees for professional services rendered up to and including August 31, 2024

Our Fees	154,079.00
Disbursements	339.00
Total Fees and Disbursements	154,418.00
HST @ 13.00%	20,030.27
TOTAL DUE (CAD)	174,448.27

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2251662
Matter No.: 057984-00012
Amount: **CAD 174,448.27**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-01-24	S. Fernandes	Draft email to service list; send issued order and endorsement to service list;	0.20
Aug-01-24	R. Jacobs	[REDACTED]. Discussion with KSV team on restructuring options and strategy.	1.20
Aug-01-24	J. Bellissimo	Emails with Cassels team re restructuring terms; email to KSV re same;	1.10
Aug-01-24	S. Kukulowicz	[REDACTED] review of emails regarding alternative options to deal with properties;	1.40
Aug-02-24	W. Onyeaju	[REDACTED]	1.10
Aug-02-24	M. Wunder	Email correspondence with KSV regarding DIP financing amendment.	0.30
Aug-02-24	S. Kukulowicz	Exchanged emails regarding exit path and options; review of timeline and issues for next hearing;	0.70
Aug-02-24	J. Bellissimo	Emails with S. Kukulowicz re exit options;	0.40
Aug-02-24	R. Jacobs	[REDACTED] Correspondence with N. Goldstein regarding same. Correspondence regarding restructuring paths and options. Correspondence regarding DIP financing.	1.70
Aug-06-24	M. Wunder	Confer with Cassels team re DIP amendment. Email correspondence with Monitor re same.	0.80
Aug-06-24	S. Kukulowicz	Emails with KSV regarding next court hearing; arranged for scheduling;	0.40
Aug-07-24	J. Bellissimo	Emails re [REDACTED] review pleadings re same; revise [REDACTED]	0.80
Aug-08-24	W. Onyeaju	Email correspondence regarding proposed credit bid APA.	0.20
Aug-08-24	J. Bellissimo	Preliminary review of credit bid APA; emails with Cassels team re court approval issues;	0.50
Aug-08-24	S. Kukulowicz	Review of draft APA for credit bid transaction; exchanged emails with J. Bellissimo and R. Jacobs regarding draft of same;	0.80
Aug-08-24	R. Jacobs	Begin review and comment on draft credit bid purchase agreement. Correspondence with Cassels team re issues;	0.80
Aug-09-24	J. Arnason	Reviewing and revising Agreement of Purchase and Sale with respect to tax matters; correspondence re same;	1.30
Aug-09-24	R. Sniderman	Call with N. El-Zakhem (KSV) to address KSV inquiries on mortgages;	0.30
Aug-09-24	W. Onyeaju	Email correspondence regarding credit bid APA; email correspondence with Commercial List Court Office regarding scheduling; email correspondence to Secured Creditor Rep. Counsel, Unsecured Creditor Rep. Counsel, and other counsel regarding proposed hearing date.	0.80
Aug-09-24	B. Solhi	Review, analysis and comments to APA pertaining to GST/HST; Email correspondence re same;	1.90

Date	Name	Description	Hours
Aug-09-24	J. Jackson	Email with KSV re: general assignments of rent;	0.20
Aug-09-24	Z. Nurmohamed	Email correspondence with J. Bellissimo. Review draft Credit Bid APA and address tax issues;	0.80
Aug-09-24	J. Bellissimo	Review and revised draft form of credit bid APA; email to Cassels specialists re same; emails with R Jacobs re same; emails and call with M. Mukkar re credit bid APA;	2.20
Aug-09-24	S. Kukulowicz	Review of proposed revisions to Credit Bid APA and related emails; review of Commercial List request form and exchanged emails regarding scheduling hearing for August 30, 2024;	1.50
Aug-09-24	R. Jacobs	Review and comment on draft purchase agreement. Correspondence with J. Bellissimo regarding same.	1.50
Aug-12-24	J. Bellissimo	Emails re tax comments on credit bid APA; review revisions to same; further revise credit bid APA; emails re same; emails and call with M. Mukkar re credit bid APA;	1.60
Aug-12-24	W. Onyeaju	Email correspondence with Commercial List Court Office regarding scheduling hearing; email correspondence with counsel for the unsecured creditors, counsel for the secured creditors, and counsel for the receiver of the Lion's Share regarding upcoming hearing;	0.80
Aug-12-24	M. Mukkar	Call with J. Bellissimo re: purchase agreement; Revisions to purchase agreement;	1.80
Aug-12-24	B. Solhi	Review of APA and revisions pertaining to GST/HST and self-assessment; Further review and discussions including email correspondence to address various forms of property that may be transferred and the GST/HST implications;	1.40
Aug-12-24	Z. Nurmohamed	Review and respond to emails from J. Bellissimo and B. Solhi in connection with tax issues and comments on proposed Credit Bid APA.	0.50
Aug-12-24	S. Kukulowicz	Review of comments on draft credit bid APA; exchanged emails regarding scheduling of court hearing; discussions with W. Onyeaju regarding factum; review of emails regarding credit bid issues;	1.40
Aug-12-24	R. Jacobs	Review specialists comments on purchase agreement for credit bid transactions. Correspondence with J. Bellissimo regarding same. Correspondence with N. Goldstein regarding upcoming motion and scope of relief.	1.70
Aug-13-24	M. Mukkar	Correspondence with J. Bellissimo re: purchase agreement terms;	0.50
Aug-13-24	W. Onyeaju	Drafting factum; reviewing case.	3.20
Aug-13-24	S. Kukulowicz	Review of revised credit bid APA and provided comments; review and comment on draft factum;	1.60
Aug-13-24	J. Bellissimo	Review M. Mukkar revisions to credit bid APA; revise same; emails with Cassels team re revisions to APA; further revise same; emails with KSV re same;	1.40
Aug-13-24	R. Jacobs	Comment on draft credit bid purchase agreement and emails with specialists regarding same. Correspondence	1.30

Date	Name	Description	Hours
		with J. Bellissimo and KSV regarding same.	
Aug-14-24	W. Onyeaju	Further work on draft factum; conducting legal research in connection with same; call with S. Kukulowicz.	1.80
Aug-14-24	J. Bellissimo	Email with KSV re SID/Clark stay issue; review Ancillary Order and consider issues; emails with Cassels team; emails with R. Fisher; call with G. Benchetrit re credit bid APA; emails with Cassels team re same;	2.10
Aug-14-24	S. Kukulowicz	Telephone attendance with W. Onyeaju regarding factum; exchanged emails and telephone attendance with J. Bellissimo regarding stay of proceedings and claims against R. Clarke;	0.60
Aug-15-24	W. Onyeaju	Further research to support factum; reviewing motion materials.	2.30
Aug-15-24	S. Kukulowicz	Emails regarding credit bid APA; review and comment on draft factum;	1.30
Aug-16-24	W. Onyeaju	[REDACTED] drafting fee affidavit; meeting with P. Mabanza re fee affidavit.	1.90
Aug-16-24	P. Mabanza	Draft schedules for affidavit;	0.70
Aug-16-24	R. Jacobs	Email correspondence with KSV regarding credit bid APA. Comment on draft of same. Review update from N. Goldstein regarding DIP, term sheet negotiations and exit path.	1.50
Aug-17-24	B. Solhi	Review, analysis and response to question pertaining to GST/HST on sale to individual creditors;	0.50
Aug-18-24	J. Bellissimo	Emails re credit bidding tax issues;	0.50
Aug-18-24	R. Jacobs	Emails with J. Bellissimo regarding credit bid issues including tax matters. Review correspondence from Cassels tax team and advice to Chaitons and KSV regarding same. Consider update emails from KSV on term sheet.	1.50
Aug-18-24	B. Solhi	Review, analysis and response to further GST/HST questions pertaining to assignment of APA rights and self-assessment;	0.60
Aug-19-24	W. Onyeaju	Review and revise fee affidavit.	0.30
Aug-19-24	S. Fernandes	[REDACTED] emails with client re affidavit; review fee affidavit; prepare draft notice of motion;	4.30
Aug-19-24	S. Kukulowicz	Review of emails regarding issues for credit bid APA; review of Term Sheet and related emails;	1.20
Aug-19-24	J. Bellissimo	Emails re preparation of motion material and fee affidavit; review draft fee affidavit; review draft restructuring term sheet; emails re same;	1.80
Aug-19-24	R. Jacobs	Review latest draft restructuring term sheet and correspondence with KSV and Cassels teams regarding same. Review and comment on motion record for Aug 30 motion, brief discussion with Cassels and N. Goldstein regarding same.	1.50
Aug-20-24	S. Fernandes	[REDACTED]	2.50

Date	Name	Description	Hours
		[REDACTED] review and update draft fee affidavit; review exhibits;	
Aug-20-24	S. Kukulowicz	Emails regarding draft factum; [REDACTED] revisions to Term Sheet and exchanged related emails; office conference with J. Bellissimo regarding Term Sheet issues;	2.50
Aug-20-24	J. Bellissimo	Emails re restructuring term sheet and next steps; [REDACTED] emails with Cassels team re same; review and revise draft restructuring term sheet; emails with Cassels team re same; call with S. Kukulowicz re same; further revise term sheet; emails with KSV re same; emails with J. Stam;	4.40
Aug-20-24	R. Jacobs	Review and comment on draft term sheet. Correspondence with Cassels team regarding same. Review and comment on draft motion, order. Correspondence with Cassels team regarding DIP amendment.	1.70
Aug-21-24	W. Onyeaju	Drafting factum; reviewing relevant case law with respect to same; reviewing the CCAA with respect to same; revise draft.	4.60
Aug-21-24	M. Wunder	Review draft DIP amendment agreement. Review original DIP and assignment in connection with same. Emails to and from KSV and Cassels team. Prepare and circulate revised draft amendment with commentary.	2.20
Aug-21-24	B. Solhi	Further review and analysis of GST/HST aspects of property transfers on credit bid; Call with N. Goldstein; Research and response pertaining to GST/HST issues;	2.20
Aug-21-24	S. Fernandes	Revise draft Notice of Motion; revisions to draft Order; review and update draft Order; correspondence with KSV and rep counsel re court materials for review;	1.60
Aug-21-24	S. Kukulowicz	Review of draft order and notice of motion; provided comments on Court materials and review of related emails; review of draft Seventh Report and provided comments; review of DIP Amendment Agreement; conference call with J. Stam and J. Bellissimo regarding Term Sheet;	3.30
Aug-21-24	J. Bellissimo	Review and revise draft notice of motion; emails with Cassels team re same; review DIP amendment agreement; emails re same; review and revise draft order; emails re credit bid tax issues; call with J Stam and S Kukulowicz re term sheet; emails re same; review and revise draft KSV report; emails re same; emails and call with M Wunder re DIP amendment; review revised DIP amendment; emails with KSV re same;	4.90
Aug-21-24	R. Jacobs	Review and comment on revised draft Term Sheet. Review and comment on draft motion, order. Review and comment on draft report. [REDACTED]	1.80
Aug-22-24	W. Onyeaju	Reviewing the Seventh Report of the Monitor; revising factum; reviewing relevant case law with respect to same;	3.80

Date	Name	Description	Hours
Aug-22-24	B. Solhi	Email correspondence, research excise tax act and case law pertaining to "consideration", call with J. Bellissimo pertaining to GST/HST on debts assumed;	1.10
Aug-22-24	S. Fernandes	Review comments to proposed draft Order; update draft notice of motion;	0.50
Aug-22-24	S. Kukulowicz	Review and comment on draft factum; [REDACTED] [REDACTED] review of revised Seventh Report; review of comments from Rep Counsel on court materials;	1.60
Aug-22-24	J. Bellissimo	Emails re status and case next steps; review M. Forte revisions to draft order; emails re same;	0.80
Aug-22-24	R. Jacobs	Review and comment on latest draft APA, draft order and report. Review latest reorg Term Sheet. Consider rep counsel comments on drafts.	1.70
Aug-23-24	W. Onyeaju	Revising factum; review and comment on draft Seventh Report of the Monitor.	2.60
Aug-23-24	J. Jackson	Attend meeting with S. Fernandes to commission affidavit of service;	0.20
Aug-23-24	S. Fernandes	Update draft Order and Notice of Motion; review service list; call with R. Jacobs to commission affidavit of service; update draft Report; emails with client and rep counsel re comments on draft materials; send client sworn fee affidavit; draft service email; review final version of Report; update appendices to Report; compile and finalize motion record; serve motion record to service list; draft and compile affidavit of service; swear affidavit of service;	6.40
Aug-23-24	S. Kukulowicz	Attend to finalization of Court materials;	2.30
Aug-23-24	J. Bellissimo	Review and consider revisions to restructuring term sheet; emails re same; review and consider revisions to draft report; emails re same; consider order and credit bid authorization issues; emails re same; emails settling court documents and related emails; coordinating service;	3.20
Aug-23-24	R. Jacobs	Review and comment on final drafts of motion record, Monitors report. Review latest Term Sheet. Correspondence with N. Goldstein.	1.60
Aug-24-24	S. Fernandes	Review and update service list; review email responses for participant information form;	0.40
Aug-24-24	R. Jacobs	Email correspondence with KSV team and B. Solhi regarding HST issues.	1.00
Aug-25-24	R. Jacobs	Email correspondence regarding HST issue. Correspondence with Cassels team regarding motion relief.	0.50
Aug-26-24	M. Wunder	Confer with Cassels team regarding court hearing prep. Review draft court filings.	0.80
Aug-26-24	S. Fernandes	Review and update draft Factum; draft service email; update draft Order;	2.50
Aug-26-24	B. Solhi	Drafting response to GST/HST summary of used residential exemption; further analysis and revisions;	0.70
Aug-26-24	B. Solhi	Further research and analysis pertaining to GST/HST issues;	1.80

Date	Name	Description	Hours
Aug-26-24	R. Jacobs	Email correspondence and advise KSV re same; Review and comment on draft factum. Correspondence regarding HST issues.	1.30
Aug-26-24	S. Kukulowicz	Revised factum and exchanged related emails;	3.40
Aug-27-24	S. Fernandes	Review and update draft Factum; send draft Factum to client for review and comment; update draft Factum with comments from client; send draft Factum to rep counsel; update and finalize Factum; serve Factum to service list; draft and compile affidavit of service;	1.90
Aug-27-24	J. Bellissimo	Review and revise draft factum; emails with Cassels team re same; emails with KSV re same; emails with lender rep counsel re same;	1.10
Aug-27-24	R. Jacobs	Review and comment on final draft of factum. Emails with Cassels team regarding hearing and finalizing materials.	1.50
Aug-27-24	S. Kukulowicz	Further revisions to factum and related emails;	1.60
Aug-28-24	R. Jacobs	Review correspondence from counsel to S. Drage. Correspondence with S. Kukulowicz and N. Goldstein regarding same. Hearing prep.	1.50
Aug-28-24	J. Jackson	Attend meeting with S. Fernandes to review, witness swearing and commission affidavit of service;	0.20
Aug-28-24	S. Fernandes	Instruct S. Waugh to file factum and affidavit of service; consider email from J. Hardy;	0.20
Aug-28-24	J. Bellissimo	Review additional tax clause for credit bid APA; emails with KSV re same; emails with G. Benchetrit re same;	0.50
Aug-28-24	S. Kukulowicz	Preparation for court hearing; exchanged emails with counsel for S. Drage and B. Bullen; exchanged emails with KSV and Rep. counsel regarding issue of related party subordination; review of emails regarding Credit Bid APA;	3.30
Aug-29-24	W. Onyeaju	Reviewing unredacted Fourth Report of the Monitor.	0.30
Aug-29-24	R. Jacobs	Correspondence to S. Kukulowicz regarding hearing prep.	0.50
Aug-29-24	S. Fernandes	Review participant information form and updated draft Order; upload same on caselines; emails on hearing attendance;	0.60
Aug-29-24	S. Kukulowicz	Preparation for court hearing; consider correspondence from R Jacobs re same; conference call with KSV and Rep counsel regarding term sheet issues; telephone discussion with counsel for S. Drage and B. Bullen; email to KSV and Rep counsel regarding same;	2.10
Aug-30-24	R. Jacobs	Email correspondence with S. Kukulowicz regarding hearing update and case next steps. Brief discussion with N. Goldsten regarding same.	1.00
Aug-30-24	S. Fernandes	Attend hearing; review signed order and endorsement;	0.60
Aug-30-24	S. Kukulowicz	Prepared for and conducted hearing on approval of Term Sheet and other relief; review of court endorsement;	2.80

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	27.30	1,005.00	27,436.50
Mukkar, Manraj (Manny) S	Partner	2.30	730.00	1,679.00
Wunder, Michael	Partner	4.10	1,050.00	4,305.00
Jacobs, Ryan	Partner	26.80	1,650.00	44,220.00
Solhi, Bobby B.	Partner	10.20	950.00	9,690.00
Nurmohamed, Zahra	Partner	1.30	1,035.00	1,345.50
Kukulowicz, Shayne	Partner	33.80	1,200.00	40,560.00
Arnason, Jocelyn	Associate	1.30	650.00	845.00
Onyeaju, William	Associate	23.70	540.00	12,798.00
Sniderman, Robert	Associate	0.30	600.00	180.00
Fernandes, Stephanie	Associate	21.70	485.00	10,524.50
Jackson, Joshua	Associate	0.60	575.00	345.00
Mabanza, Pasha	Law Student	0.70	215.00	150.50
Total (CAD)		154.10		154,079.00
Our Fees			154,079.00	
HST @ 13.00%			20,030.27	
TOTAL FEES & TAXES (CAD)				174,109.27

DISBURSEMENT SUMMARY	
Non-Taxable Disbursements	
Court - Sundry	339.00
Total Non-Taxable Disbursements	339.00
TOTAL DISBURSEMENTS & TAXES (CAD)	339.00
TOTAL FEES	154,079.00
TOTAL DISBURSEMENTS	339.00
TOTAL TAXES	20,030.27
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	174,448.27

OUTSTANDING INVOICES				
Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2247508	08/13/24	198,689.27	0.00	198,689.27
2251662	09/18/24	174,448.27	0.00	174,448.27

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
Total (CAD)		373,137.54	0.00	373,137.54



Attn: Noah Goldstein
KSV Advisory
150 King St W, Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2256342
Date: October 28, 2024
Matter No.: 057984-00012
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Balboa et al Restructuring

Fees for professional services rendered up to and including September 30, 2024

Our Fees	16,959.50
HST @ 13.00%	2,204.74
TOTAL DUE (CAD)	19,164.24

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2256342
Matter No.: 057984-00012
Amount: **CAD 19,164.24**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-25-24	B. Solhi	Review, analysis of Excise Tax Act and jurisprudence; preparing note pertaining to GST/HST exemptions for investors;	1.90
Aug-27-24	B. Solhi	Review of APA and email correspondence pertaining to investor language on GST/HST matters; Further revisions to APA to exclude liability for GST/HST if later assessed as payable;	0.70
Sep-03-24	S. Fernandes	Correspondence to service list with issued order and endorsement;	0.10
Sep-03-24	S. Kukulowicz	Review of emails regarding credit bid APS;	0.30
Sep-11-24	S. Fernandes	Update service list and provide updated copy to KSV;	0.30
Sep-13-24	R. Jacobs	Review emails regarding credit bids. Correspondence with Cassels and KSV teams regarding next steps.	0.50
Sep-17-24	R. Jacobs	Review email correspondence from R. Moloney regarding lease termination.	0.50
Sep-18-24	R. Jacobs	Review email from lender consortium counsel and discuss response with J. Bellissimo. Review bankruptcy application regarding stay party and correspondence with N. Goldstein.	0.70
Sep-18-24	S. Kukulowicz	Review of emails regarding credit bidding parties;	0.20
Sep-18-24	J. Bellissimo	Various emails with KSV re communications re secured lender credit bids; review same; call with D. Sieradzki re same; draft email to secured lenders; emails with KSV/Cassels re same; correspondence with R. Jacobs re email from lender consortium counsel;	1.40
Sep-19-24	S. Kukulowicz	Review of emails regarding credit bidding issues; review of emails regarding D. Suitor bankruptcy;	0.30
Sep-19-24	J. Bellissimo	Review bankruptcy application and interim receiver motion re Dylon Suitor; consider issues; emails with KSV re same; call with J. Stam; emails with KSV and Cassels teams; emails and call with N. Goldstein re credit bids; correspondence with C. Pendrith and D. Suitor bankruptcy;	2.40
Sep-23-24	C. Pendrith	Discussion with J. Bellissimo concerning D. Suitor bankruptcy;	0.20
Sep-23-24	R. Jacobs	Correspondence with N. Goldstein regarding D. Suitor bankruptcy application, credit bid issues and case next steps;	1.00
Sep-23-24	J. Bellissimo	Review Aide Memories re D. Suitor bankruptcy scheduling; attend scheduling case conference re same; emails re same;	1.10
Sep-24-24	R. Jacobs	Email correspondence with N. Goldstein regarding regulator inquiry;	0.20
Sep-26-24	J. Bellissimo	Review and revise draft omnibus AVO and consider issues; emails re same;	1.20
Sep-27-24	J. Bellissimo	Further revisions to omnibus AVO; emails with KSV re same; emails with G Benchetrit re same; review Dylan Suitor affidavit in bankruptcy matter;	1.60

Date	Name	Description	Hours
Sep-28-24	R. Jacobs	Review email from J. Bellissimo regarding D. Sutor response;	0.40

FEE SUMMARY					
Name	Title	Hours	Rate	Amount	
Bellissimo, Joseph J.	Partner	7.70	1,005.00	7,738.50	
Pendrith, Colin	Partner	0.20	760.00	152.00	
Jacobs, Ryan	Partner	3.30	1,650.00	5,445.00	
Solhi, Bobby B.	Partner	2.60	950.00	2,470.00	
Kukulowicz, Shayne	Partner	0.80	1,200.00	960.00	
Fernandes, Stephanie	Associate	0.40	485.00	194.00	
Total (CAD)		15.00		16,959.50	

Our Fees	16,959.50	
HST @ 13.00%	2,204.74	
TOTAL FEES & TAXES (CAD)		19,164.24

TOTAL FEES	16,959.50
TOTAL TAXES	2,204.74
TOTAL FEES & TAXES (CAD)	19,164.24

OUTSTANDING INVOICES				
Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2251662	09/18/24	174,448.27	0.00	174,448.27
2256342	10/28/24	19,164.24	0.00	19,164.24
Total (CAD)		193,612.51	0.00	193,612.51

Cassels

Attn: Noah Goldstein
KSV Advisory
150 King St W, Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2258567
Date: November 14, 2024
Matter No.: 057984-00012
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Balboa et al Restructuring

Fees for professional services rendered up to and including October 31, 2024

Our Fees	34,306.00
Disbursements	339.00
Total Fees and Disbursements	34,645.00
HST @ 13.00%	4,459.78
TOTAL DUE (CAD)	39,104.78

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Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2258567
Matter No.: 057984-00012
Amount: **CAD 39,104.78**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Oct-08-24	S. Fernandes	Emails regarding scheduling of hearing and next steps;	0.20
Oct-08-24	R. Jacobs	Email correspondence with KSV regarding scope of relief; correspondence with Cassels team regarding same; review draft court materials;	1.00
Oct-08-24	J. Bellissimo	Call regarding DIP/deal terms issues; emails regarding same; various emails regarding court scheduling issues; review decision regarding Suitor interim receivership;	1.50
Oct-08-24	S. Kukulowicz	Correspondence with J. Bellissimo regarding stay extension;	0.40
Oct-09-24	R. Jacobs	Email correspondence with Cassels team regarding Court materials; review and comment on draft update notice to lenders; correspondence with KSV and J. Bellissimo regarding same;	1.20
Oct-09-24	S. Fernandes	Reviewing and updating draft request form to secure conference hearing date;	0.30
Oct-09-24	J. Bellissimo	Emails regarding court scheduling and related issues; review draft notice to creditors; emails regarding same;	0.80
Oct-09-24	S. Kukulowicz	Review of emails regarding case conference;	0.20
Oct-10-24	R. Jacobs	Correspondence with Cassels team regarding case next steps and court time; correspondence regarding preparation of court material;	0.80
Oct-10-24	J. Bellissimo	Zoom meeting regarding transaction next steps and issues;	1.00
Oct-11-24	J. Bellissimo	Zoom meeting regarding transaction next steps; emails regarding same;	0.60
Oct-15-24	R. Jacobs	Correspondence with Cassels team regarding prep of court materials;	0.90
Oct-15-24	J. Bellissimo	Emails regarding transaction terms and issues;	0.50
Oct-16-24	R. Jacobs	Correspondence with Cassels team regarding case conference and next steps;	0.50
Oct-16-24	J. Bellissimo	Various emails regarding DIP replacement and related matters; email correspondence with R. Jacobs;	0.80
Oct-17-24	J. Bellissimo	Emails with D. Sieradski regarding next steps and court motions;	0.30
Oct-17-24	R. Jacobs	Emails regarding court attendance and case next steps;	0.50
Oct-18-24	R. Jacobs	Correspondence with Cassels team regarding prep for Court attendance;	0.50
Oct-21-24	J. Bellissimo	Zoom meeting with KSV and rep counsel;	0.50
Oct-22-24	R. Jacobs	Review and comment on draft report and NOM, order; correspondence with J. Bellissimo regarding court attendance;	1.00
Oct-22-24	S. Fernandes	Reviewing and updating participant information form for clerk use at scheduling conference;	0.20
Oct-22-24	J. Bellissimo	Emails with D. Sieradzki; review and revise draft stay extension report; emails regarding same;	1.00
Oct-22-24	S. Kukulowicz	Review of draft report regarding stay extension;	0.40

Date	Name	Description	Hours
Oct-23-24	R. Jacobs	Review and comment on draft NOM and order; correspondence with S. Fernandes regarding same; brief review of draft report;	1.00
Oct-23-24	S. Fernandes	Reviewing draft Report; preparing draft notice of motion and draft order; reviewing and updating same with comments from clients; preparing motion record index; compiling motion record with materials; reviewing compiled motion record; reviewing service email; preparing draft service email; serving motion record to service list; preparing draft affidavit of service; swearing affidavit of service;	3.10
Oct-23-24	J. Bellissimo	Attend case conference; call with D. Sieradzki; emails with Cassels team; review and review notice of motion; email to rep counsel; emails regarding finalizing court materials; review same;	2.00
Oct-23-24	S. Kukulowicz	Review of draft order and notice of motion; review of emails regarding scheduling and materials;	0.50
Oct-24-24	S. Fernandes	Correspondence with assistant regarding filing of motion record and scheduling of hearing; preparing draft factum;	2.10
Oct-25-24	S. Fernandes	Preparing draft factum; revising draft factum with comments from client; reviewing and finalizing draft factum for service; reviewing updated service list; drafting service email; serving factum to service list; reviewing and swearing affidavit of service for filing;	3.50
Oct-25-24	S. Kukulowicz	Review of draft stay extension factum;	0.30
Oct-25-24	J. Bellissimo	Review draft factum; various emails regarding same;	0.90
Oct-25-24	R. Jacobs	Review and comment on draft factum; correspondence with S. Fernandes regarding same;	1.10
Oct-28-24	S. Fernandes	Preparing and reviewing draft participant information form; correspondence regarding hearing attendance from other parties;	0.20
Oct-29-24	R. Jacobs	Review and comment on draft revised order; correspondence with S. Fernandes regarding same; correspondence with J. Bellissimo regarding hearing;	0.90
Oct-29-24	S. Fernandes	Updating draft Order; preparing participant information form; correspondence with counsel regarding hearing attendance;	1.20
Oct-30-24	S. Fernandes	Updating draft participant information form; attending hearing;	0.50
Oct-30-24	J. Bellissimo	Prepare for and attend stay extension motion hearing;	1.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	11.10	1,005.00	11,155.50
Jacobs, Ryan	Partner	9.40	1,650.00	15,510.00

Name	Title	Hours	Rate	Amount
Kukulowicz, Shayne	Partner	1.80	1,200.00	2,160.00
Fernandes, Stephanie	Associate	11.30	485.00	5,480.50
Total (CAD)		33.60		34,306.00

Our Fees	34,306.00
HST @ 13.00%	4,459.78
TOTAL FEES & TAXES (CAD)	38,765.78

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

NT Filing Fees	339.00
Total Non-Taxable Disbursements	339.00

TOTAL DISBURSEMENTS & TAXES (CAD)	339.00
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TOTAL FEES	34,306.00
TOTAL DISBURSEMENTS	339.00
TOTAL TAXES	4,459.78
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	39,104.78

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2251662	09/18/24	174,448.27	0.00	174,448.27
2256342	10/28/24	19,164.24	0.00	19,164.24
2258567	11/14/24	39,104.78	0.00	39,104.78
Total (CAD)		232,717.29	0.00	232,717.29

This is **Exhibit “B”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on November 29, 2024 in accordance with O. Reg. 431/20. The affiant and I were both located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

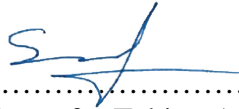
Commissioner Name: Stephanie Savannah
Fernandes
Law Society of Ontario Number: 85819M

EXHIBIT “B”

**Summary of Respective Years of Call and Billing Rates of
Cassels Brock & Blackwell LLP
for the period August 1, 2024 to October 31, 2024**

Year of Call	Individual	Rate (\$)	Total Fees Billed (\$)	Total Hours Worked
1990	Shayne Kukulowicz	1,200.00	43,680.00	36.40
1990	Michael Wunder	1,050.00	4,305.00	4.10
2002	Joseph J. Bellissimo	1,005.00	46,330.50	46.10
2004 (New York) 2011 (Ontario)	Ryan Jacobs	1,650.00	65,175.00	39.50
2001	Zahra Nurmohamed	1,035.00	1,345.50	1.30
2009	Bobby B. Solhi	950.00	12,160.00	12.80
2011	Colin Pendrith	760.00	152.00	0.20
2014	Manraj (Manny) S Mukkar	730.00	1,679.00	2.30
2019	Jocelyn Arnason	650.00	845.00	1.30
2020	Robert Sniderman	600.00	180.00	0.30
2020	Joshua Jackson	575.00	345.00	0.60
2021	William Onyeaju	540.00	12,798.00	23.70
2022	Stephanie Fernandes	485.00	16,199.00	33.40
	Pasha Mabanza (Law Student)	215.00	150.50	0.70

This is **Exhibit “C”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on November 29, 2024 in accordance with O. Reg. 431/20. The affiant and I were both located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Stephanie Savannah
Fernandes
Law Society of Ontario Number: 85819M

EXHIBIT “C”

**Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period August 1, 2024 to October 31, 2024**

Invoice No./ Period	Fees (\$)	Disbursements (\$)	HST (\$)	Total Fees, Disbursements and HST (\$)	Hours Billed	Average Billed Rate (\$)
#2251662 (August 1, 2024 – August 31, 2024)	154,079.00	339.00	20,030.27	174,448.27	154.10	\$999.86
#2256342 (September 1, 2024 – September 30, 2024)	16,959.50	N/A	2,204.74	19,164.24	15.00	\$1,130.63
#2258567 (October 1, 2024 – October 31, 2024)	34,306.00	339.00	4,459.78	39,104.78	33.60	1,021.01
Total	205,344.50	678.00	26,694.79	232,717.29	202.70	1,013.05

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF BALBOA INC., DSPLN INC., HAPPY GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE MULLIGAN INC. HORSES IN THE BACK INC., NEAT NESTS INC. AND JOINT CAPTAIN REAL ESTATE INC.

Court File No. CV-24-00713245-00CL

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

AFFIDAVIT OF RYAN JACOBS

(SWORN NOVEMBER 29, 2024)

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

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Joseph J. Bellissimo, LSO #: 46555R

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jbellissimo@cassels.com

Lawyers for the Monitor