

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

MOTION RECORD
(returnable January 23, 2024)

January 12, 2024

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

Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
Fax: 416 863-4592
kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its
capacity as Court-appointed Receiver*

TO: SERVICE LIST

Service List
(as at October 23, 2023)

- TO: DENTONS CANADA LLP**
77 King Street West, Suite 400
Toronto, ON M5K 0A1
Kenneth Kraft
Tel: 416-863-4374
Fax: 416-863-4592
kenneth.kraft@dentons.com
Sara-Ann Wilson
Tel: 416-863-4402
sara.wilson@dentons.com
Lawyers for Zeifman Partners Inc., in its capacity as Court appointed Receiver
- AND TO: ZEIFMAN PARTNERS INC.**
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Allan Rutman
Tel: 416-256-4005 / 416-861-1487
aar@zeifmans.ca
The Receiver
- AND TO: WAGNER SIDLOFSKY LLP**
400 University Ave, Suite 1600
Toronto, ON M5G 1S5
Adam J. Wygodny
Tel: 416-366-6743
awygodny@wagnersidlofsky.com
Lawyer for the Defendants, Morgan Marchant, Gregory Marchant, MM Realty Partners International, MM Realty Partners International Inc., Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, and Legacy Lifestyles Trailwinds GP Inc. (CV-21-00668821-00CL)
Lawyer for the Applicants, Legacy Lifestyles Destin LP, Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Summerlin LP, Legacy Lifestyles Ocoee LP and Legacy Lifestyles Longleaf LP (CV-22-00674717-00CL)

AND TO: ARNOLD H. ZWEIG
Barrister and Solicitor
3183a Yonge Street
Toronto, ON M4N 2K9
Tel: 416-593-9189
arnold@azweiglawn.com

Lawyer for Waverly Corporate Finance Services Ltd.

AND TO: GREG ROBERTS PROFESSIONAL CORPORATION
8920 Woodbine Avenue, Suite 202
Markham, ON L3R 9W9

Greg Roberts
Tel: 1-866-824-8757
greg.roberts@roblaw.ca

Lawyers for the Plaintiffs, Berkid Investments Limited, Robert Barron, Thornbridge Capital Inc., Lucy Ber, Susan Latremaille, James MacDonald, Scott Tupling, Nada Tupling, TMP Investments Inc., Mark Pierog, Tara Pierog, Ron Lapsker, 1392530 Ontario Inc, Langford Grain Inc., Fore Bears Forensic Science Inc., Festivus Holdings Inc., Steven Freiman and Gregory Ip. (CV-21-00668821-00CL)

AND TO: BRESVER GROSSMAN CHAPMAN & HABAS LLP
390 Bay Street
Toronto, ON M5H 2Y2

Andrea M. Habas
Tel : 416-869-0366
ahabas@bgchlawn.com

Lawyers for Hunter Milbourne

AND TO: KATZMAN & ASSOCIATES
393 University Avenue, Suite 2000
Toronto, ON M5G 1E6

Michael Katzman
Tel: 416-593-7604
mkatzman@katzmanlitigation.com

Lawyers for Intervenor Investors

AND TO: COHEN HAMILTON STEGER & CO. INC.

100 King Street West, Suite 7011
Toronto, ON M5X 1A9

Farley J. Cohen

Tel: 416-304-7016

fcohen@cohenhamiltonsteger.com

The Inspector

AND TO: CASSELS BROCK & BLACKWELL LLP

40 King Street West, Suite 2100
Toronto, ON M5H 3C2

Lorne Silver

Tel: 416-869-5490

lsilver@cassels.com

Lawyers for Cohen Hamilton Steger & Co. Inc., in its capacity as Court appointed Inspector

AND TO: MINISTRY OF FINANCE

Legal Services Branch
33 King Street West, 6th Floor
P.O. Box 327, Stn. A
Oshawa, ON L1H 8H5

Insolvency.Unit@ontario.ca

Leslie Crawford (Law Clerk)

leslie.crawford@ontario.ca

AND TO: DEPARTMENT OF JUSTICE

Ontario Regional Office, Tax Law Section
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

AGC_PGC_TORONTO.TAX-FISC@JUSTICE.GC.CA

AND TO: FRED TAYAR & ASSOCIATES PROFESSIONAL CORPORATION

65 Queen Street West, Suite 1200
Toronto, ON M5H 2M5

Fred Tayar

Tel: 416-363-1800 ext. 200

fred@fredtayar.com

Lawyers for Hillmount Capital Inc.

**AND TO: SHAWINIGAN-SUD NATIONAL VERIFICATION AND
 COLLECTION CENTRE
 CANADA REVENUE AGENCY**

4695 Shawinigan-Sud Blvd.

Shawinigan, QC G9P 5H9

Tel: 1-866-248-1576

Fax: 1-866-229-0839

Email List

kenneth.kraft@dentons.com; sara.wilson@dentons.com; aar@zeifmans.ca;
greg.roberts@roblaw.ca; ahabas@bgchlaw.com; mkatzman@katzmanlitigation.com;
fcohen@cohenhamiltonsteger.com; lsilver@cassels.com; Insolvency.Unit@ontario.ca;
leslie.crawford@ontario.ca; fred@fredtayar.com; greg@exchequerfg.com;
arnold@azweiglawn.com; awygodny@wagnersidlofsky.com; AGC_PGC_TORONTO.TAX-FISC@JUSTICE.GC.CA

INDEX

Tab	Document	Page
1	Notice of Motion dated January 12, 2024	10
2	Third Report of the Receiver, dated January 12, 2024	23
A	Appendix “A”: Amended Order of Justice Conway, dated February 11, 2022	46
B	Appendix “B”: Endorsement of Justice Conway, dated February 11, 2022	72
C	Appendix “C”: Corporate structure charts prepared by the Debtors	75
D	Appendix “D”: Jurisdictions of the various entities chart prepared by the Debtors	81
E	Appendix “E”: Second Report of the Receiver, dated May 10, 2023 (without appendices)	83
F	Appendix “F”: Hillmount Term Sheet, dated May 9, 2022	109
G	Appendix “G”: Order granting provisional relief, dated April 14, 2022	117
H	Appendix “H”: Recognition Order dated May 9, 2022	122
I	Appendix “I”: Receiver’s Fifth Report to Creditors, dated June 21, 2023 (without Schedules)	155
J	Appendix “J”: Orders of Justice Kimmel dated September 20, 2022 and Her Honour’s Endorsement, dated September 30, 2022	164
K	Appendix “K”: Sale Process Order, dated May 23, 2023	185
L	Appendix “L”: Real Estate Purchase and Sale Agreement, dated October 9, 2023 (redacted)	191
M	Appendix “M”: Amendment to Hillmount Term Sheet, dated September, 2022	215
N	Appendix “N”: Term Sheet Renewal and Amendment, dated January 9, 2024	218
O	Appendix “O”: Receiver’s Statement of Receipts and Disbursements, as of January 4, 2024	222
P	Appendix “P”: Affidavit of Allan Rutman, affirmed January 8, 2024	224
Q	Appendix “Q”: Affidavit of Kenneth Kraft, affirmed January 9, 2024	393
1	Confidential Appendix “1”: Summary of Offers of the Destin Property	538
2	Confidential Appendix “2”: Summary of Appraised Values and Realtor Opinions of Value of the Destin Property	540

Tab	Document	Page
3	Confidential Appendix “3”: Unredacted Real Estate Purchase and Sale Agreement, dated October 9, 2023	542
3	Draft Approval and Vesting Order	545
4	Blackline to Model Approval and Vesting Order	557
5	Draft Order (Ancillary Relief)	573

Tab 1

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

NOTICE OF MOTION
(returnable January 23, 2024)

Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC (“**Destin Property LLC**”), Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”), appointed pursuant to the Amended Order of this Honourable Court, dated February 11, 2022 (the “**Receivership Order**”), as amended, will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 23, 2023, at 12:00 p.m., or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING: The motion is to be heard

- In writing under subrule 37.12.1 (1) because it is (*insert one of* on consent, unopposed *or* made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

at the following location

330 University Ave, Toronto, Ontario, via Zoom (the details of which will be provided by the Court at a later date).

THE MOTION IS FOR:

1. An Order substantially in the form attached as **TAB 3** to the Motion Record of the Receiver dated January 12, 2024 (the “**Motion Record**”), for the following relief:
 - (a) if necessary, abridging the time for service of the Motion Record and validating service thereof;
 - (b) approving the Real Estate Purchase and Sale Agreement, dated October 9, 2023 (the “**Destin Purchase Agreement**”), between the Receiver and The School Board of Okaloosa County, Florida (the “**Purchaser**”) and the transaction contemplated therein (the “**Transaction**”), and vesting the right, title and interest of Destin Property LLC in and to the Destin Property (defined below) in and to the Purchaser;
 - (c) authorizing the Receiver to take such steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Destin Property to the Purchaser, including the discharge of all mortgages registered on title to the Destin Property;
 - (d) authorizing the Receiver to pay out the Hillmount Destin Mortgage (defined below) on the closing of the Transaction;

- (e) authorizing the Receiver, *nunc pro tunc*, to redact the Confidential Appendices from the Third Report and sealing the Confidential Appendices until the closing of the Transaction in respect of the Destin Property or further order of the Court; and
 - (f) such further and other relief that the Receiver may request and this Honourable Court may consider just.
2. An Order substantially in the form attached as **TAB 5** to the Motion Record of the Receiver for the following relief:
- (a) if necessary, abridging the time for service of the Motion Record and validating service thereof;
 - (b) approving the Third Report to the Court of the Receiver, dated January 12, 2024 (the “**Third Report**”), and the activities and conduct of the Receiver described therein;
 - (c) approving the Receiver’s interim statement of receipts and disbursements, as of January 4, 2024 (the “**R&D**”);
 - (d) approving the fees and disbursements of the Receiver and its counsel for the period from May 1, 2023, to December 31, 2023;
 - (e) increasing the Receiver’s borrowing capacity to US\$4,531,84, approving the Term Sheet Renewal and Amendment, dated January 9, 2024 (the “**Term Sheet Renewal**”), attached as Appendix “M” to the Third Report, and authorizing the Receiver to execute the Term Sheet Renewal and such additional documents as may be necessary or desirable to amend the related loan and mortgage documentation; and
 - (f) such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

3. The Debtors' Property is primarily comprised of five real properties in Florida (collectively, the "**Real Properties**"):
 - (a) 401 Beach Drive, Destin, Florida ("**Destin Property**");
 - (b) 5578 County Road, 466A, Wildwood, Florida ("**Trailwinds/Wildwood**");
 - (c) 10653 Marsha Drive, New Port Richey, Florida ("**Longleaf**");
 - (d) 20161 Summerlin Road, Fort Myers, Florida ("**Fort Myers**"); and
 - (e) 934 Roberson Road, Ocoee, Florida ("**Ocoee**").
4. The parties to this proceeding include various creditors who loaned funds on an unsecured basis to the Debtors for the purposes of developing senior care facilities (the "**Projects**") on each of the Real Properties.
5. The Receiver was appointed pursuant to the Receivership Order, on the consent of the parties.
6. At the time of the Receiver's appointment, the Projects were in various stages of pre-development and construction had not commenced.
7. On May 9, 2022, pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief, issued by the U.S. Bankruptcy Court for the Middle District of Florida (the "**U.S. Court**"), the Canadian receivership proceedings were recognized in the United States.

Sale Process

8. Pursuant to the Orders of the Honourable Justice Kimmel, dated September 20, 2022 (the "**September 20 Orders**"), the Receiver entered into development services agreements (the

“**Development Agreements**”) in respect of each of the Projects with N21 Group, LLC (“**N21**”).

9. The work undertaken by N21 pursuant to the Development Agreements was broken into two phases – Phase 1 was the work required to bring the Projects to “shovel-ready” condition and prepare the Projects to be marketed to potential financiers, and Phase 2 was the construction of the Projects and turnover to a designated operator.
10. The Phase 1 work was completed by N21 over several months, with the exception of Trailwinds/Wildwood.
11. Pursuant to the September 20 Orders, the Receiver also engaged N21 and Twisted Rock LLC to undertake an investment solicitation process in respect of the Projects upon completion of the Phase 1 work. Unfortunately, as reported in the Second Report, the Receiver was not prepared to recommend pursuing any of the investment/financing proposals received and brought a motion for approval of a sale process (the “**Sale Process**”) to sell the Real Properties in their current condition.
12. Pursuant to the Order of the Honourable Justice Steele, dated May 23, 2023 (the “**Sale Process Order**”), the Sale Process was approved and the Receiver was authorized and directed to carry out the Sale Process and engage CBRE Group, Inc. (“**CBRE**”) to list the Real Properties for sale.
13. Following the issuance of the Sale Process Order, the Receiver engaged CBRE to market and list the Real Properties for sale (with the exception of Trailwinds/Wildwood).
14. The marketing processes in respect of each of Longleaf, Fort Myers and Ocoee are continuing.
15. The Trailwinds/Wildwood Property was not marketed as part of the Sale Process as the Receiver was in receipt of an unsolicited offer for the Real Property and after negotiations entered into a Real Estate Purchase and Sale Agreement, dated June 12, 2023, as amended, with a prospective purchaser. The transaction remains subject to the completion of the purchaser’s due diligence, which is currently ongoing.

Destin Property

16. The marketing process in respect of the Destin Property officially launched on July 18, 2022. Marketing emails were sent by CBRE to their list of over 1,241 contacts weekly, including to over 500 brokers. The Property was listed on MLS, promoted on CBRE's Land Services Group website and a custom website was set up to provide details of the opportunity. A comprehensive data room was set up and parties who executed confidentiality agreements were provided access. A total of twelve (12) parties executed confidentiality agreements.
17. The deadline for best and final offers was set for October 4, 2023 and three (3) offers were received for the Destin Property on the final offer date.
18. The Receiver reviewed the offers received and determined that the offer received from the Purchaser was the superior offer.
19. After negotiations with the Purchaser, the Receiver entered into the Destin Purchase Agreement with respect to the purchase and sale of the Destin Property.
20. The Receiver recommends approval of the Destin Purchase Agreement for the following reasons:
 - (a) the Destin Property was widely marketed in accordance with the Sale Process by CBRE, an internationally recognized brokerage;
 - (b) the marketing process resulted in three (3) best and final offers for the Destin Property and the Destin Purchase Agreement is the superior offer;
 - (c) the consideration is all cash and exceeds the appraised value for the Destin Property and three out of four real estate brokerage opinions as to value;
 - (d) the Purchaser, which is the local school board, required minimal due diligence (which is now complete) and can close the Transaction on an expedited basis;

- (e) due to the rise of interest rates and construction costs, the market for seniors housing development properties has softened in recent times and the Receiver is of the view that the consideration in the Destin Purchase Agreement is the highest and best offer that could be obtained for the Destin Property;
 - (f) Hillmount supports the Transaction; and
 - (g) the Hillmount Destin Mortgage will be paid out of the sale proceeds thereby stopping the continued accrual of interest, which is for the benefit of the estate and each of the Investors in the Destin Property.
21. In the event that this Honourable Court approves the Destin Purchase Agreement and the Transaction contemplated therein, the Receiver intends to seek approval of the Transaction from the U.S. Court and an order vesting clear title to the Destin Property in the Purchaser. The Receiver expects to close the Transaction shortly after approval from the U.S. Court, if granted.

Hillmount Loan

22. Upon its appointment, the Receiver arranged for financing to fund the costs and expenses of the within receivership proceedings. Pursuant to the Term Sheet, dated May 9, 2022 (the “**Term Sheet**”), between Hillmount Capital Inc. (“**Hillmount**”) and the Receiver, Hillmount committed to providing a loan (the “**Hillmount Loan**”) to the Receiver, subject to certain conditions including the registration of first-ranking mortgages against the Real Properties and the provision of title insurance.
23. The work undertaken pursuant to the Development Agreements, ie. to bring the Projects to “shovel-ready” condition, was significantly higher than anticipated and exceeded the budgeted sums that formed the basis of the Receiver’s initial loan request.
24. Hillmount agreed to provide additional funding, up to the maximum principal amount of US\$4,231,845; provided, however it was not prepared to advance any further funds against the Trailwinds/Wildwood Project. Pursuant to the Amendment to Term Sheet, dated September, 2022 (the “**First Term Sheet Amendment**”), between Hillmount and the

Receiver, the principal amount of the Hillmount Loan was increased to the total aggregate maximum amount of US\$4,321,845, allocated amongst the five Real Properties.

25. The First Term Sheet Amendment and additional loan amounts were approved by the Court pursuant to the September 20 Orders.
26. Similar to the other Real Properties, as security for the Destin Property loan, the Receiver executed and delivered the mortgage deed and security agreement, dated May 23, 2022 (the “**Hillmount Destin Mortgage**”) and related documentation. Pursuant to the Modification of Mortgage Agreement, dated October 19, 2022, the Hillmount Destin Mortgage was amended and the principal amount of the loan was increased to \$845,870.
27. The Hillmount Loan matured on November 20, 2023, being 18 months from the date of the first advance. Pursuant to the terms of the Term Sheet Renewal, Hillmount agreed to extend the maturity date of the Hillmount Loan to August 20, 2024.
28. In order to fund the ongoing carrying costs and receivership expenses while the Sale Process continues, as detailed in the Term Sheet Renewal, Hillmount has agreed to provide \$150,000 additional availability on each of Fort Myers (an increase from \$668,125 to \$818,125) and on Longleaf (an increase from \$1,077,000 to \$1,227,000).
29. The additional funding is required to pay property taxes on Longleaf and ongoing monthly expenses including interest on the Hillmount Loan, carrying costs and professional fees.
30. Pursuant to the September 20 Orders, the Receiver’s current borrowing capacity is capped at US\$4,231,845. Accordingly, in order to ensure it has sufficient funds to pay the ongoing costs and expenses of the receivership proceeding and the carrying costs of the Real Properties, the Receiver requests approval of the Term Sheet Renewal and an increase in its borrowing capacity to US\$4,531,845.

Approval of R&D and Fees

31. The R&D is appended to the Third Report.

32. The Receiver has provided services and incurred disbursements during the period of May 1, 2023, to December 31, 2023, which are described in the Third Report and Fee Affidavit of Allan Rutman, affirmed January 8, 2024.
33. The Receiver has incurred legal fees of its legal counsel, Dentons Canada LLP, in respect of these proceedings during the period of May 1, 2023, to December 31, 2023, as more particularly set out in the Third Report and the Fee Affidavit of Kenneth Kraft, affirmed January 9, 2024.
34. The Receiver requests that this Court approve its accounts for the period of May 1, 2023, to December 31, 2023, in the amount of \$179,786.69, inclusive of disbursements and HST, and approve the accounts of its legal counsel for the period of May 1, 2023, to December 31, 2023, in the amount of \$100,846.73 inclusive of disbursements and HST (collectively, the “**Professional Fees**”).
35. The Receiver submits that the Professional Fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

Approval of R&D and Fees

36. The Confidential Appendices to the Third Report contain commercially sensitive information. If this information is publicly disclosed, it could negatively affect the Receiver’s ability to market the Destin Property and obtain the highest and best price if the Transaction does not close. The sealing of the Confidential Appendices is the least restrictive means to maintain the confidentiality of this commercially sensitive, confidential information.
37. Accordingly, the Receiver requests an order that the Confidential Appendices be sealed until the closing of the Transaction or further order of this Honourable Court.

Other Grounds

38. Rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure* (Ontario).
39. Section 100 of the *Courts of Justice Act*;

40. Section 243 of the *Bankruptcy and Insolvency Act* (Canada).
41. Such further and other grounds as counsel may advise and this Court may permit.

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

42. The Third Report;
43. The Affidavit of Allan Rutman, affirmed January 8, 2024;
44. The Affidavit of Kenneth Kraft, affirmed January 9, 2024; and
45. Such further and other material as counsel may advise and this Honourable Court may permit.

January 12, 2024

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1
Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
Fax: 416 863-4592
kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: (416) 863-4402
sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its
capacity as Court-appointed Receiver*

TO: SERVICE LIST

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(returnable January 23, 2024)

DENTONS CANADA LLP

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*

Tab 2

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

THIRD REPORT OF THE RECEIVER
January 12, 2024

TABLE OF CONTENTS

Introduction.....	- 1 -
Purpose of the Report.....	- 2 -
Terms of Reference.....	- 3 -
Background.....	- 4 -
Receiver’s Activities.....	- 5 -
Sale Process	- 6 -
Destin Property	- 10 -
Hillmount Loan.....	- 12 -
Receipts & Disbursements.....	- 15 -
Professional Fees	- 15 -
Sealing.....	- 16 -
Recommendations of the Receiver	- 17 -

APPENDICES

- A Amended Order of Justice Conway dated February 11, 2022
- B Endorsement of Justice Conway dated February 11, 2022
- C Corporate structure charts prepared by the Debtors
- D Jurisdictions of the various entities chart prepared by the Debtors
- E Second Report of the Receiver, dated May 10, 2023 (without appendices)
- F Hillmount Term Sheet, dated May 9, 2022
- G Order granting provisional relief, dated April 14, 2022
- H Recognition Order dated May 9, 2022
- I Receiver's Fifth Report to Creditors, dated June 21, 2023 (without Schedules)
- J Orders of Justice Kimmel dated September 20, 2022 and Her Honour's Endorsement, dated September 30, 2022
- K Sale Process Order, dated May 23, 2023
- L Real Estate Purchase and Sale Agreement, dated October 9, 2023 (redacted)
- M Amendment to Hillmount Term Sheet, dated September, 2022
- N Term Sheet Renewal and Amendment, dated January 9, 2024
- O Receiver's Statement of Receipts and Disbursements, as of January 4, 2024
- P Affidavit of Allan Rutman, affirmed January 8, 2024
- Q Affidavit of Kenneth Kraft, affirmed January 9, 2024

CONFIDENTIAL APPENDICES

- 1 Summary of Offers for the Destin Property
- 2 Summary of Appraised Values and Realtor Opinions of Value of the Destin Property
- 3 Unredacted Real Estate Purchase and Sale Agreement, dated October 9, 2023

INTRODUCTION

1. On the consent of the parties, pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc., was appointed as receiver (the “**Receiver**”) over the assets, properties and undertakings (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC (“**Destin Property LLC**”), Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**. A copy of Her Honour’s Endorsement is attached hereto as **Appendix “B”**.
2. The Property is primarily comprised of the following five real properties in Florida (collectively, the “**Real Properties**” and each a “**Real Property**”):
 - (a) 401 Beach Drive, Destin, Florida (“**Destin Property**”);
 - (b) 5578 County Road, 466A, Wildwood, Florida (“**Trailwinds/Wildwood**”);
 - (c) 10653 Marsha Drive, New Port Richey, Florida (“**Longleaf**”);
 - (d) 20161 Summerlin Road, Fort Myers, Florida (“**Fort Myers**”); and
 - (e) 934 Roberson Road, Ocoee, Florida (“**Ocoee**”).
3. Corporate structure charts prepared by the Debtors are attached hereto as **Appendix “C”**. The jurisdictions of the various entities are set out in the chart prepared by the Debtors attached hereto as **Appendix “D”**. The limited partnerships are Manitoba entities and the general partners are Ontario entities. The LLCs are incorporated in Delaware. The Real Properties are separately owned by each of the LLCs.

4. For reference, a copy of the Second Report of the Receiver, dated May 10, 2023 (the “**Second Report**”), previously filed, is attached hereto as **Appendix “E”**, without appendices.

PURPOSE OF THE REPORT

5. The purpose of this Third Report of the Receiver (the “**Third Report**”) is to report to the Court on the Receiver’s activities since the date of the Second Report and to request the following relief:
 - (a) if necessary, abridging the time for service of the Motion Record and validating service thereof;
 - (b) approving the Real Estate Purchase and Sale Agreement, dated October 9, 2023 (the “**Destin Purchase Agreement**”) between the Receiver and The School Board of Okaloosa County, Florida (the “**Purchaser**”) and the transaction contemplated therein (the “**Transaction**”) and vesting the right, title and interest of Destin Property LLC in and to the Destin Property in and to the Purchaser;
 - (c) authorizing the Receiver to take such steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Destin Property to the Purchaser, including the discharge of all mortgages registered on title to the Destin Property;
 - (d) authorizing the Receiver to pay out the Hillmount Destin Mortgage (defined below) on the closing of the Transaction;
 - (e) authorizing the Receiver, *nunc pro tunc*, to redact the Confidential Appendices from the Third Report and sealing the Confidential Appendices until the closing of the Transaction in respect of the Destin Property or further order of the Court;
 - (f) approving the Third Report and the activities and conduct of the Receiver described therein;

- (g) approving the Receiver's interim statement of receipts and disbursements, as of January 4, 2024 (the "**R&D**");
- (h) approving the fees and disbursements of the Receiver and its counsel for the period from May 1, 2023, to December 31, 2023; and
- (i) increasing the Receiver's borrowing capacity to US\$4,531,845, approving the Term Sheet Renewal and Amendment, dated January 9, 2024 (the "**Term Sheet Renewal**"), and authorizing the Receiver to execute the Term Sheet Renewal and such additional documents as may be necessary or desirable to amend the related loan and mortgage documentation.

TERMS OF REFERENCE

6. In preparing this Third Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtors' books and records, discussions with employees, principals and representatives of the Debtors and information from third-party sources (collectively, the "**Information**"). Except as described in this Third Report:
- (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) the Receiver has prepared this Third Report in connection with the discharge of the Receiver's duties and responsibilities pursuant to the Receivership Order and under statute and in support of the relief described herein. Parties using the Third Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.

7. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.

BACKGROUND

8. The parties to this proceeding include various creditors (the “**Investors**”) who loaned funds to the Debtors for the purposes of developing senior care facilities (the “**Projects**”) on each of the Real Properties.
9. At the time of the Receiver’s appointment the Projects were in various stages of pre-development and the subject of litigation amongst the parties. No construction activities had commenced.
10. Based on its review of the Debtors’ books and records, the Receiver understands that approximately US\$33.7 million (plus interest) is owed by the Debtors to the Investors on an unsecured basis. The Investors loaned funds to the Manitoba limited partnerships, who in turn loaned funds on a secured basis to the project limited partnerships and the Delaware LLCs (the title holders to the Real Properties).
11. Pursuant to the Receivership Order, the Receiver engaged Cohen Hamilton Steger & Co. Inc. as inspector (the “**Inspector**”) to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties.
12. The Inspector issued its First Report, dated September 8, 2022, a copy of which was attached to the Second Report.
13. Upon its appointment, the Receiver arranged for financing to fund the costs and expenses of the within receivership proceedings. Pursuant to the Term Sheet, dated May 9, 2022 (the “**Term Sheet**”), between Hillmount Capital Inc. (“**Hillmount**”) and the Receiver, Hillmount committed to providing a loan (the “**Hillmount Loan**”) to the Receiver, subject to certain conditions including the registration of first-ranking mortgages against the Real Properties and the provision of title insurance. A copy of the Term Sheet is attached hereto as **Appendix “F”**.

14. After its appointment the Receiver was advised by the Florida taxing authorities that significant realty arrears were owing in respect of the Real Properties and tax sales in respect of certain of the Real Properties could be commenced imminently. Furthermore, the title insurer in respect of the Receiver's financing required the issuance of a formal recognition order. Accordingly, the Receiver, in its capacity as Foreign Representation of the Debtors, brought an urgent motion before the U.S. Bankruptcy Court for the Middle District of Florida (the "**U.S. Court**") for recognition of the Receivership Order under Chapter 15 of the United States Bankruptcy Code (the "**Bankruptcy Code**").
15. The preliminary hearing was held on an expedited basis on April 13, 2022, before the U.S. Court. The U.S. Court granted provisional relief and set May 9, 2022, as the date for the final hearing. A copy of the Order granting provisional relief, dated April 14, 2022, is attached hereto as **Appendix "G"**.
16. On May 9, 2022, pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief issued by the U.S. Court (the "**Recognition Order**"), the Canadian receivership proceedings were recognized in the United States. A copy of the Recognition Order is attached hereto as **Appendix "H"**.

RECEIVER'S ACTIVITIES

17. The activities of the Receiver since the date of the Second Report, include:
 - (a) negotiating the terms of the sale of the Trailwinds/Wildwood Property and entering into an agreement of sale in respect of such property;
 - (b) entering into listing agreements with CBRE with respect to each of the Real Properties with the exception of Trailwinds/Wildwood;
 - (c) answering calls and corresponding with realtors and with respect to marketing the Real Properties for sale;
 - (d) calls and correspondence with N21 Group, LLC ("**N21**") in respect to the status of entitlements (including water and sewage) in respect of the Real Properties;

- (e) ongoing calls and correspondence with CBRE with respect to interest in the Real Properties;
- (f) reviewing letters of intent and offers submitted by prospective purchasers and negotiating the terms of same;
- (g) responding to inquiries from Investors;
- (h) setting up a data room in respect of the Real Properties;
- (i) drafting and sending out the Receiver's Fifth Report to Creditors, dated June 21, 2023, which is attached hereto as **Appendix "I"** (without schedules);
- (j) receiving calls from interested parties and creditors;
- (k) negotiating an extension of the Hillmount Term Sheet including additional funding and terms and conditions with respect thereto;
- (l) discussing with governmental authorities questions relating to status of Real Properties and permits requiring renewal; and
- (m) drafting this Third Report.

SALE PROCESS

18. At the time of the Receiver's appointment, as stated by the Honourable Justice Conway in her endorsement, dated February 11, 2022, it was "hoped and expected that the Receiver will be able to refinance the properties rather than sell them over the next six months resulting in enhanced value to investors."
19. Pursuant to the Orders of the Honourable Justice Kimmel, dated September 20, 2022 (the "**September 20 Orders**"), this Honourable Court, the Receiver entered into development services agreements (the "**Development Agreements**") with N21 in respect of each of the Real Properties (with the exception of Trailwinds/Wildwood¹) and engaged a financial

¹ Hillmount was not prepared to advance any further funds against the Trailwinds/Wildwood Project.

services broker to solicit project financing/investments. Copies of the September 20 Orders and Her Honour's Endorsement, dated September 30, 2022, are attached hereto as **Appendix "J"**.

20. The work undertaken on the Real Properties pursuant to the Development Agreements was broken into two phases – Phase 1 was the work required to prepare the Projects to be marketed to potential financiers (ie. bringing the Projects to “shovel ready” condition”) and Phase 2 was the construction of the Projects and turnover to a designated operator.
21. Upon its engagement, N21 commenced the Phase 1 work in respect of the Projects, with the exception of Trailwinds/Wildwood. The Phase 1 work was completed over several months, with the exception of updating the architectural drawings and engineering work on the Ocoee Project as the costs and timeline of doing were materially higher and longer than the budgeted amount and expected timelines.
22. At present N21 is continuing to work on the entitlements on each of Longleaf, Fort Myers and Ocoee. This work was contracted as part of the Phase 1 work under the Development Agreements at a fixed cost. No additional costs are being incurred by the Receiver to complete this work. The entitlements, including in respect of services to the sites for water and sanitary sewers, will be of value to any prospective purchaser that seeks to develop the properties.
23. Pursuant to the September 20 Orders, the Receiver also engaged N21 and Twisted Rock LLC to undertake an investment solicitation process in respect of the Projects upon completion of the Phase 1 work. Unfortunately, as reported in the Second Report, the Receiver was not prepared to recommend pursuing any of the investment/financing proposals received.
24. In light of the conditions of the Receiver's financing, the Receiver was obligated to engage a realtor to sell the Real Properties in their current condition. Accordingly, the Receiver brought a motion seeking approval of a sale process (the “**Sale Process**”) in respect of the Real Properties. The Sale Process is detailed in the Second Report.

25. Pursuant to the Order of the Honourable Justice Steele, dated May 23, 2023 (the “**Sale Process Order**”), the Sale Process was approved and the Receiver was authorized and directed to carry out the Sale Process and engage CBRE Group, Inc. (“**CBRE**”) to list the Real Properties for sale. A copy of the Sale Process Order is attached hereto as **Appendix “K”**.
26. Following the issuance of the Sale Process Order, the Receiver engaged CBRE to market and list the Real Properties for sale (with the exception of Trailwinds/Wildwood).
27. The Sale Process in respect of Longleaf, Ocoee and Fort Myers has taken longer than originally anticipated. The market in Florida for development property has faced challenges due to higher interest rates, higher construction costs and a general slow down of construction related activity in respect of all development including seniors’ housing.
28. Due to the nature of the Real Properties as development properties, it was expected that prospective purchasers would require additional due diligence periods subsequent to the execution of an agreement of purchase and sale. In addition, the Real Properties are located in various municipalities and the local review and approvals processes, which can be lengthy, are outside the control of the Receiver and purchasers.
29. The original listing agreements with CBRE expired on December 13, 2023 and the Receiver anticipates entering into an agreement providing for an extension of the listing periods to April 30, 2024. As part of the conditions to the extension, the Receiver agreed to an increased commission structure.
30. Below are summaries of the current status of the Sale Process in respect of each of the Real Properties.

(A) Ocoee

31. The marketing process is continuing and the Receiver is in receipt of offers to purchase the Ocoee Property. The Receiver is currently negotiating the terms of sale with one prospective purchaser and determining the feasibility of certain requested conditions. A revised offer is expected to be received shortly.

(B) Fort Myers

32. The marketing process is continuing. Offers were received in respect of the Fort Myers Property and the Receiver entered into negotiations with one prospective purchaser, however a revised offer has not been submitted at this time. At present the Receiver is not prepared to recommend any of the offers for approval by this Honourable Court. The Receiver has been advised by CBRE that the economy of Fort Myers is recovering from the impacts of Hurricane Ian in September 2022. The Receiver expects to be in contact with other interested parties who expressed interest to determine whether any parties are interested in submitting offers the Receiver would be prepared to accept. At the recommendation of CBRE, the marketing of the Fort Myers Property will be relaunched in January, 2024.

(C) Longleaf

33. The marketing process is continuing. Offers were received in respect of the Longleaf Property, however the Receiver is not prepared to recommend any of the offers for approval by this Honourable Court. The Receiver has sent a counter-offer to one prospective purchaser and is awaiting a response. At the recommendation of CBRE, the marketing of the Longleaf Property will be relaunched in January, 2024.

(D) Trailwinds/Wildwood

34. As disclosed in the Second Report, prior to the commencement of the Sale Process, the Receiver was in receipt of an unsolicited offer in respect of the Trailwinds/Wildwood Property. After negotiations, the Receiver entered into a Real Estate Purchase and Sale Agreement, dated June 12, 2023, as amended (the “**Trailwinds Purchase Agreement**”), with a prospective purchaser, a local developer, providing for the sale of the Trailwinds/Wildwood Property.

35. The Trailwinds Purchase Agreement provided for an initial due diligence period of 90 days with the option to extend conditional on deposit funds becoming non-refundable. The purchaser exercised its option to extend and due diligence is continuing. The current due diligence period expires on March 17, 2024 and may be subject to further conditional extensions.

DESTIN PROPERTY

36. The marketing process in respect of the Destin Property officially launched on July 18, 2022. Marketing emails were sent by CBRE to their list of over 1,241 contacts weekly, including to over 500 brokers. The Property was listed on MLS, promoted on CBRE's Land Services Group website and a custom website was set up to provide details of the opportunity. A comprehensive data room was set up and parties who executed confidentiality agreements were provided access. A total of twelve (12) parties executed confidentiality agreements.
37. The first round offer submission date was September 12, 2023. Three (3) offers were submitted as part of round one and the deadline for the second round of offers was September 19, 2023. Four (4) offers were submitted in round two and a deadline for best and final offers was set for October 4, 2023. Three (3) offers were received for the Destin Property on the final offer date.
38. A summary of the best and final offers received is attached hereto as **Confidential Appendix "1"**. A summary of the appraised value for the Destin Property and the realtor opinions of value is attached hereto as **Confidential Appendix "2"**.
39. The Receiver reviewed the offers received and determined that the offer received from the Purchaser was the superior offer.
40. After negotiations with the Purchaser, the Receiver entered into the Destin Purchase Agreement with respect to the purchase and sale of the Destin Property. A copy of the Destin Purchase Agreement with the confidential terms redacted is attached hereto as **Appendix "L"**. A copy of the unredacted Destin Purchase Agreement is attached hereto as **Confidential Appendix "3"**.

41. The salient provisions of the Destin Purchase Agreement are as follows (all capitalized terms not otherwise defined have the meanings ascribed to them in the Destin Purchase Agreement):
- (a) Real Property: Destin Property;
 - (b) Purchase Price: All cash;
 - (c) Deposit: 10% of Purchase Price;
 - (d) Due Diligence Period: Initial 60 day period, followed by 30 day extension upon deposit of non-refundable Additional Earnest Money. Purchaser advised on January 2, 2024 that it completed its due diligence and is prepared to proceed with closing the Transaction;
 - (e) Public Hearing Condition: Due to Purchaser being local school board, the offer was conditional pending a public hearing on 30 days notice. This condition was satisfied;
 - (f) “As is, where is”: Transaction is on an “as is, where is” basis with limited representations and warranties;
 - (g) Court Approval: Subject to issuance of Court Approval Orders by the Canadian Court and the U.S. Court conveying clear title;
 - (h) Closing Date: No later than 15 days following the expiration of Due Diligence Period and issuance of Court Approval Orders.
42. The Receiver recommends approval of the Destin Purchase Agreement for the following reasons:
- (a) as described above, the Destin Property was widely marketed in accordance with the Sale Process by CBRE, an internationally recognized brokerage;
 - (b) the marketing process resulted in three (3) best and final offers for the Destin Property and the Destin Purchase Agreement is the superior offer;

- (c) the consideration is all cash and exceeds the appraised value for the Destin Property and three out of four real estate brokerage opinions as to value;
 - (d) the Purchaser, which is the local school board, required minimal due diligence (which is now complete) and can close the Transaction on an expedited basis;
 - (e) due to the rise of interest rates and construction costs, the market for seniors housing development properties has softened in recent times and the Receiver is of the view that the consideration in the Destin Purchase Agreement is the highest and best offer that could be obtained for the Destin Property;
 - (f) Hillmount supports the Transaction; and
 - (g) the Hillmount Destin Mortgage will be paid out of the sale proceeds thereby stopping the continued accrual of interest, which is for the benefit of the estate and each of the Investors in the Destin Property.
43. In the event that this Honourable Court approves the Destin Purchase Agreement and the Transaction contemplated therein, the Receiver intends to seek approval of the Transaction from the U.S. Court and an order vesting clear title to the Destin Property in the Purchaser. The Receiver expects to close the Transaction shortly after approval from the U.S. Court, if granted.
44. Subsequent to the closing of the Transaction, the Receiver will return before this Honourable Court to seek an order authorizing the distribution of the net proceeds of sale from the Destin Property and/or, if necessary, an order approving a short claims process.

HILLMOUNT LOAN

45. As noted above, upon its appointment the Receiver made arrangements for the provision of the Hillmount Loan to fund the ongoing costs of the receivership. Pursuant to the Term Sheet, as security for the loans, Hillmount registered mortgages against each of the Real Properties.

46. After discussions with N21, the Receiver determined that the cost of the work to be undertaken pursuant to the Development Agreements, ie. to bring the Projects to “shovel-ready” condition, was significantly higher than anticipated and exceeded the budgeted sums that formed the basis of the Receiver’s initial loan request of CA\$3.6 million (US\$2.75 million).
47. Hillmount agreed to provide additional required funding, up to the maximum principal amount of US\$4,231,845; provided, however it was not prepared to advance any further funds against the Trailwinds/Wildwood Project. Pursuant to the Amendment to Term Sheet, dated September, 2022 (the “**First Term Sheet Amendment**”), between Hillmount and the Receiver, the principal amount of the Hillmount Loan was increased to the total aggregate maximum amount of US\$4,321,845, allocated amongst the five Real Properties. A copy of the First Term Sheet Amendment is attached hereto as **Appendix “M”**.
48. The First Term Sheet Amendment and additional loan amounts were approved by the Court pursuant to the September 20 Orders. In accordance with the First Term Sheet Amendment, the Receiver executed and delivered documentation amending the Hillmount Loan related mortgage and loan documents.
49. As security for the Destin Property loan, the Receiver executed and delivered the mortgage deed and security agreement, dated May 23, 2022 (the “**Hillmount Destin Mortgage**”) and related documentation. Pursuant to the Modification of Mortgage Agreement, dated October 19, 2022, the Hillmount Destin Mortgage was amended and the principal amount of the loan was increased to \$845,870.
50. Pursuant to the Term Sheet, the Hillmount Loan matured on November 20, 2023, being 18 months from the date of the first advance. In light of the ongoing marketing process and due diligence periods, the Receiver requested an extension of the maturity date.
51. Pursuant to the terms of the Term Sheet Renewal, Hillmount has agreed to extend the maturity date of the Hillmount Loan to August 20, 2024. The terms of the extension include a renewal fee and an increase in the interest rate (currently 12.25%) to be the greater of 12.25% per annum or the RBC Prime Lending Rate in Canada plus 6.25% per annum

(currently 13.45%). In addition, the Term Sheet Renewal obligates the Receiver to enter into firm offers for the purchase of the Real Properties by later than March 31, 2024, with closing dates no later than August 20, 2024. A copy of the Term Sheet Renewal is attached hereto as **Appendix “N”**.

52. In the Receiver’s view, the increased interest rate is commercially reasonable for mortgage lending in a receivership, especially in light of the matured status of the Hillmount Loan.
53. In December, 2023, the Receiver requested additional borrowing under the Hillmount Loan, which are included in the current approved principal amounts, on Fort Myers, totaling US\$53,125 and Destin, totaling US\$50,000. As an interim measure, due to the matured status of the Hillmount Loan, and pending approval of the Term Sheet Renewal, Hillmount agreed by way of email, dated January 10, 2024, to extend the maturity date of the Hillmount Loan to January 26, 2024 and fund the requested amounts.
54. Pursuant to the September 20 Orders, the Receiver’s current borrowing capacity is capped at US\$4,231,845. To date, the Receiver has borrowed the following amounts (all amounts in USD):

	Destin	Longleaf	Ocoee	Fort Myers	Trailwinds	Total
Authorized Amount	\$845,870	\$1,077,000	\$715,425	\$668,125	\$925,425	\$4,231,845
Advanced to Date	\$690,000	\$1,020,000	\$510,000	\$668,125	\$430,000	\$3,318,125
Remaining Loan Available	\$155,870	\$57,000	\$205,425	\$0	\$495,425	\$913,720

55. In order to fund the ongoing carrying costs and receivership expenses while the Sale Process continues, as detailed in the Term Sheet Renewal, Hillmount has agreed to provide \$150,000 additional availability on each of Fort Myers (an increase from \$668,125 to \$818,125) and on Longleaf (an increase from \$1,077,000 to \$1,227,000). The additional funding is required to pay property taxes on Longleaf totaling \$71,272 due March 31, 2024,

and ongoing monthly expenses including interest on the Hillmount Loan, carrying costs and professional fees. In addition, amounts remaining owing to N21 on all four Real Properties (not including Trailwinds/Wildwood) for the Phase 1 work as originally budgeted by the Receiver total \$42,115.

56. Accordingly, in order to ensure it has sufficient funds to pay the ongoing costs and expenses of the receivership proceeding and the carrying costs of the Real Properties, the Receiver requests approval of the Term Sheet Renewal and an increase in its borrowing capacity to US\$4,531,845.

RECEIPTS & DISBURSEMENTS

57. Attached hereto as **Appendix “O”** is a copy of the Receiver’s R&D, as of January 4, 2024.

PROFESSIONAL FEES

58. The Receiver seeks approval of its fees and disbursements and those of its legal counsel, Dentons Canada LLP (“**Dentons**”).
59. The Receiver and Dentons have maintained separate accounts for each of the five Real Properties.

Receiver’s Fees

60. Below is a summary of the Receiver’s fees and disbursements for the period from May 1, 2023 to December 31, 2023:

Property	Fees	Disbursements	HST	Total
Longleaf	\$30,996.25	\$124.15	\$1,107.97	\$32,228.37
Summerlin	\$30,720.00	\$124.09	\$1,037.11	\$31,881.20
Destin	\$43,430.00	\$124.14	\$1,134.93	\$44,689.07
Ocoee	\$39,038.75	\$124.10	\$955.55	\$40,118.40
Trailwinds/Wildwood	\$29,773.75	\$124.10	\$971.80	\$30,869.65
Total:	\$173,958.75	\$ 620.58	\$5,207.36	\$179,786.69

61. The fees and disbursements of the Receiver are more particularly described in the Affidavit of Allan Rutman, affirmed January 8, 2024, attached hereto as **Appendix “P”**.

Dentons’ Fees

62. Dentons has acted as counsel to the Receiver since its appointment. Below is a summary of Dentons’ fees and disbursements for the period from May 1, 2023 to December 31, 2023:

Property	Fees	Disbursements	HST	Total
Longleaf	\$13,791.50	\$ 483.05	\$1,846.67	\$16,051.92
Summerlin	\$13,901.50	\$ 417.05	\$1,861.40	\$16,179.95
Destin	\$20,901.50	\$1,371.45	\$2,895.40	\$25,167.70
Ocoee	\$13,681.50	\$ 410.45	\$1,831.94	\$15,923.89
Trailwinds/Wildwood	\$22,581.50	\$1,775.37	\$3,166.40	\$27,523.27
Total:	\$84,857.50	\$4,457.37	\$11,601.81	\$100,846.73

63. The fees and disbursements of Dentons are more particularly described in the Affidavit of Kenneth Kraft, affirmed January 9, 2024, attached hereto as **Appendix “Q”**.
64. In the Receiver’s view the professional fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

SEALING

65. The Confidential Appendices to this Third Report contain commercially sensitive information, including appraised and estimated appraised sale values for the Destin Property and the purchase price set out in the Destin Purchase Agreement. If this information is publicly disclosed, it could negatively affect the Receiver’s ability to market the Destin Property and obtain the highest and best price if the Transaction does not close. Accordingly, the Receiver requests an order that the Confidential Appendices be sealed until the closing of the Transaction or further order of this Honourable Court.

- 17 -

RECOMMENDATIONS OF THE RECEIVER

66. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief as set out in its Notice of Motion, dated January 12, 2024.

All of the foregoing is respectfully submitted this 12th day of January, 2024.

ZEIFMAN PARTNERS INC., in its capacity as Receiver and Manager of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, and not in its personal or corporate capacity

Per:

Name: 

Title: President

Appendix “A”
to the Third Report of the Receiver

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

FRIDAY, THE 11TH

JUSTICE CONWAY

)

DAY OF FEBRUARY, 2022

)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
 INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
 TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
 PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
 BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
 AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
 INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
 LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
 INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
 LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
 PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
 CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants



Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
 LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
 LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
 TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
 LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
 LONGLEAF PROPERTY LLC**

Respondents

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

AMENDED ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiffs in Court File No. CV-21-00668821-00CL (the “**Action**”) and **THIS APPLICATION** made by the Applicants in Court File No. CV-22-00674717-00CL (the “**Application**”) for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) and section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3 (“**BIA**”) appointing Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”)

acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Mark Ber affirmed on July 21, 2021 and the Exhibits thereto, the affidavit of Joel Ross affirmed on July 20, 2021 and the Exhibits thereto, the affidavit of Greg Marchant sworn December 20, 2021 and the Exhibits thereto and the affidavit of Allan Rutman affirmed December 14, 2021 and the Exhibits thereto and on hearing the submissions of counsel for Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. (collectively, the “**Partnerships**”), the investors listed in Schedule “C” hereto (collectively, the “**Intervening Investors**”), the Plaintiffs, Gregory Marchant and Morgan Marchant and on reading the consent of the Receiver to act as the Receiver and on being advised by counsel that Cohen Hamilton Steger & Co. Inc. consents to act as the Inspector (defined below) and that each of the Intervening Investors, the Plaintiffs and the Partnerships consent to the relief herein,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion in Court File Number CV-21-00668821-00CL and the Notice of Application and Application in Court File Number CV-22-00674717-00CL is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

INVESTORS

2. **THIS COURT ORDERS** that, on consent of the parties and the Intervening Investors, the Intervening Investors be and are hereby granted intervenor status with respect to the within proceedings and with respect to the Motion and Application herein.

3. **THIS COURT ORDERS AND DECLARES** that, on consent of the parties and the Intervening Investors, any claims of investors (the “**Investors**”) who invested in the Partnerships as against the Debtors and in any way related to the Partnerships are, as of the date of this Order, not extinguished by the expiration of a limitations period or otherwise.

APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to section 101 of the CJA and section 243(1) of the BIA, Zeifman Partners Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including, without limitation, the real properties described in Schedule “A” hereto (collectively, the “**Real Properties**” and each a “**Real Property**”) and all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to engage Cohen Hamilton Steger & Co. Inc. as inspector (the “**Inspector**”) to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties on such terms, including with respect to the payment of the Inspector’s fees and those of its counsel, as the Receiver may agree to in its discretion;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to commission appraisals in respect of the Real Properties;
- (l) to request proposals with respect to refinancing, investments or joint ventures in respect of the Property or any part or parts thereof and negotiate such terms and conditions of refinancing, investments or joint ventures that the Receiver in its discretion may deem appropriate;

- (m) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00 CAD, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00 CAD; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

INSPECTOR'S POWERS

6. **THIS COURT ORDERS AND DIRECTS** the Inspector to (a) investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties, (b) provide regular updates to the Receiver on the status of the investigation, (c) prepare a report with respect to the findings of its investigation, and (d) deliver its report to the Receiver and file its report with this Court.

7. **THIS COURT ORDERS AND AUTHORIZES** the Inspector to, (a) conduct hearings, administer oaths and examine any director, officer, employee or agent of the Debtors upon oath, and, if necessary in the opinion of the Inspector, seek an order of this Court prescribing rules for the conduct of the hearing, and (b) engage consultants, agents, experts and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Inspector's powers and duties, including without limitation those conferred by this Order.

8. **THIS COURT ORDERS** Gregory Marchant, and any other person directed to attend an examination by the Inspector, to attend such hearing or examination and give evidence upon oath.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER AND INSPECTOR

9. **THIS COURT ORDERS AND DIRECTS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, including Gregory Marchant, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having

notice of this Order including any financial institution (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

10. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver and the Inspector of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, bank statements and cancelled cheques, and any other papers, records and information of any kind related to the business or affairs of the Debtors, including all "due diligence" materials related to the Property, including consulting reports and drawings (such as engineering, environment soils, traffic studies, archaeological reports, marketing reports) and architectural drawings, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver and the Inspector or permit the Receiver and the Inspector to make, retain and take away copies thereof and grant to the Receiver and the Inspector unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 10 or in paragraph 11 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver or the Inspector due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver and the Inspector for the purpose of allowing the Receiver and the Inspector to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver or the Inspector in their discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver and the Inspector. Further, for the purposes of this paragraph, all Persons shall provide the Receiver and the Inspector with all such assistance in gaining immediate access to the

information in the Records as the Receiver or the Inspector may in their discretion require including providing the Receiver or the Inspector with instructions on the use of any computer or other system and providing the Receiver or the Inspector with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER OR INSPECTOR

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, the Inspector, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided

that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

16. **THIS COURT ORDERS** that the action bearing Court File No. CV-21-00668821-00CL shall be stayed pending further order of this Court.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

19. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON LIABILITY OF RECEIVER AND INSPECTOR

23. **THIS COURT ORDERS** that neither the Receiver nor the Inspector shall incur liability or obligation as a result of their appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or the Receiver in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or afforded the Receiver and the Inspector by any other applicable legislation.

ACCOUNTS OF RECEIVER AND INSPECTOR

24. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements (including, subject to paragraph 27 of this Order, the fees

and disbursements of the Inspector and its counsel), both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA or similar legislation.

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

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

27. **THIS COURT ORDERS** that the fees and disbursements of the Inspector and its counsel shall be paid in the first instance by the Plaintiffs in Commercial List File Number CV-21-00668821-00CL without prejudice to any party's position in respect of whether or not the fees and disbursements incurred by the Inspector are to be paid from the Debtors' estate.

28. **THIS COURT ORDERS** that the Plaintiffs and any Investor that pays any accounts of either the Receiver or the Inspector shall be entitled to seek an order of the Court providing for reimbursement of such payments out the Debtors' estate with such priority and at such time as this Court may determine.

FUNDING OF THE RECEIVERSHIP

29. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,600,000.00 CAD in the aggregate (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or

periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Property of the Debtor(s) set out in the Receiver's Certificate (defined below), including the Real Property identified in Schedule "1" thereto, shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA or such similar legislation.

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

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

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

33. **THIS COURT ORDERS** that the Receiver is hereby authorized to execute on behalf of the Debtors any documents or instruments that may be necessary or desirable to register this Order on title to the Property and give effect to the Receiver's Charge and Receiver's Borrowings Charge and the priority of such charges, including the subordination of any existing security, charges or mortgages registered on title to the Property. If for any reason such authority is not recognized in the State of Florida the Debtors are hereby directed to execute any such documents to give effect to the priorities provided hereunder to the extent requested by counsel to the Receiver.

SERVICE AND NOTICE

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

35. **THIS COURT ORDERS AND DIRECTS** Gregory Marchant to provide a complete list of all of the Investors and their contact information including email addresses to the Receiver.

36. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver or the Inspector is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

39. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and the Inspector and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver and the Inspector, as officers of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver or the Inspector and their agents in carrying out the terms of this Order. For greater certainty, the Receiver is hereby appointed as foreign representative of the Debtors in order to commence an application pursuant to Chapter 15 of the United States Bankruptcy Code should such application be required.

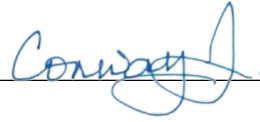
40. **THIS COURT ORDERS** that the Receiver or the Inspector be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver and the Inspector are 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.

41. **THIS COURT ORDERS** that the Plaintiffs shall have their costs of this motion, up to and including entry and service of this Order, in the sum of CA\$100,000.00 and the Intervening Investors shall have their costs of this motion, up to and including entry and service of this Order, in the sum of CA\$50,000.00 on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine, provided that neither costs award referenced herein shall have priority over the other.

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

43. **THIS COURT ORDERS** that a copy of this Order be filed in Court File No. CV-21-00668821-00CL and Court File No. CV-22-00674717-00CL and that these matters shall be consolidated and proceed under Court File No. CV-22-00674717-00CL. All future materials filed

shall use the style of cause set out in this Order and include the following file numbers: Court File No. CV-22-00674717-00CL and CV-21-00668821-00CL.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE "A"

DESCRIPTION OF THE REAL PROPERTIES

Destin Property

Commencing at the Northwest corner of Sea Hills Third Addition as Recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida; Thence north 01 degrees, 00 Minutes 51 Seconds East A Distance of 432.05 feet to a point, said Point being the point of beginning; thence continue north 01 degrees 00 minutes 51 seconds east a distance of 364.01 feet to a point; thence North 88° 08 minutes 45 seconds east a distance of 1074.81 feet to a point on the western right away of Beach Drive; thence South 10 degrees 14 minutes 19 seconds west along said Western right of way a distance of 20.77 feet to a point; thence South 03 degrees 56 minutes 40 seconds east along said western rate of way a distance of 199.31 feet to a point; thence departing said Western right of way south 86 degrees 33 minutes 59 seconds west a distance of 542.58 feet to a point; thence South 01 degrees 42 minutes 23 seconds east a distance of 158.38 feet to a point; thence North 88 degrees 59 minutes 09 seconds west a distance of 573.88 feet to a point, said point being the point of beginning.

Trailwinds Property

In the County of Sumter, State of Florida:

Parcel R1-1, TRAILWINDS VILLAGE, as per plat thereof recorded in Plat Book 16, Pages 21, 21-A through 21-I, of the Public Records of SUMTER County, Florida; LESS AND EXCEPT THE FOLLOWING: Begin at the Southeast corner of Parcel RI-1; run thence N.00°27'18"E. along the East line of Parcel RI-1, a distance of 135.20 feet, thence departing East line run S.89°59'36"W. a distance of 416.06 feet; thence S.00°00'06"E. a distance of 131.76 feet to a point on the South line of Parcel RI-1, thence along said South line run S.89°32'10"E. a distance of 415.00 feet to the point of beginning.

TOGETHER With Utility Easements and Access Areas Easements set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Book 3205, Page 698 and as Amended and Restated in Book 3258, Page 326 of the Public Records of SUMTER County, Florida and Signage Easement as set forth in Section 2.10 of said Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Summerlin Property

Lots 2 and 3, Sanibel Promenade, according to the map or plat thereof, as recorded in Plat Book 79, Pages 11 and 12, Public Records Lee County, Florida.

Ocoee Property

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTRY, FLORIDA; THENCE RUN NORTH 89°35'56" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1321.84 FEET, TO THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 00°09'18" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROBERSON ROAD; THENCE RUN SOUTH 89°35'56" WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 640.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°09'28" WEST, A DISTANCE OF 200.02 FEET; THENCE RUN SOUTH 89°59'28" EAST, A DISTANCE OF 368.32 FEET; THENCE RUN NORTH 09°36'00", A DISTANCE OF 15.36 FEET; THENCE RUN NORTH 00°37'13" EAST, A DISTANCE OF 727.61 FEET; THENCE RUN SOUTH 89°35'56" WEST, A DISTANCE OF 398.15 FEET; THENCE RUN SOUTH 00°09'18" EAST, A DISTANCE 1155.00 FEET, TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN NORTH 89° 35'56" EAST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 6.76 ACRES MORE OR LESS.

Longleaf Property

Tract 39, LONGLEAF NEIGHBORHOOD THREE, according to the plat through thereof as recorded in Plat Book 56, pages 127 through 150, inclusive, of the public records of Pasco County, Florida.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

3. Such principal sum with interest thereon is, by the terms of the Order, a charge upon the whole of the [DEBTOR'S] Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the [DEBTOR'S] Property in respect of its remuneration and expenses.

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

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

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

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

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

DATED the ____ day of _____, 20__.

Zeifman Partners Inc., solely in its capacity
as Receiver of the [DEBTOR'S] Property, and
not in its personal or corporate capacity

Per: _____

Name:

Title:

SCHEDULE "1"
REAL PROPERTY

[Insert description of Real Property]

SCHEDULE “C”**INTERVENING INVESTORS**

2581506 Ontario Limited
2335996 Ontario Inc.
Angellotti, Ron
Daveni Investments Ltd.
Della-Maestra, Thomas Roy
Della-Maestra, Julia
Della-Maestra, Terry
Della-Maestra, Angela
Janmohamed, Nadir
Lindsay, Joan
Wall, George
MLC Financial Ltd.
Remco Holdings Inc.
Spectrum Jewellery Mfg Inc.
SRnED Limited
Stephen Kwok Professional Corporation
Suedan, Katherine Denise
Volpe, Peter G.
2480449 Ontario Inc.
Reinrichmar Holding Limited
McDonald, Don
Suchak, Mitesh
Suchak, Avni
White, Robert
Thomson, Dave
Macleod, Carylyn
Patel, Sunil
Tangri, Sabrena
Kassam, Faiza
Hallco Holdings Inc.
Woodruff, Richard
1424604 Ontario Ltd.
Marty Shankman Agency Ltd.
Yale Realty Inc.
2143700 Ontario Inc.
Christiansen Investments Inc.
Hampson Equities Inc.
Charvet, Shelle Rose
Smart Financial Consulting Corp.
19322434 Ontario Limited
9677658 Canada Inc.
John Francis Footprints Ltd.

Claremont Holdings Corporation
Mid Properties Inc.
New Gemini Inc.
2244512 Ontario Inc.
Michael Kessel
1387615 Ontario Limited

Along with any other person who Michael Katzman notifies the Receiver (via email) should be added as an Intervening Investor.

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

AMENDED ORDER

GREG ROBERTS PC

Lawyers

202-8920 Woodbine Avenue

Markham, ON L3R 9W9

Greg Roberts (LSO No. 29644N)

Tel: 1 (866) 824-8757

greg.roberts@roblaw.ca

Lawyer for the Plaintiffs

Appendix “B”
to the Third Report of the Receiver

COUNSEL SLIP

COURT FILE CV-21-00668821-00CL; CV-20-

NO.: 00640893-0000

DATE:

11-FEB-2022

2 and 3

NO. ON LIST

TITLE OF
PROCEEDING

Berkid Investments Limited et al. v. Milborne et al.

COUNSEL FOR:

PLAINTIFF(S)

 G. Roberts

PHONE

 APPLICANT(S)

FAX

 PETITIONER(S)

EMAIL

Greg.roberts@roblaw.caCOUNSEL FOR:

DEFENDANT(S)

 A. Zweig; P. Millar; A. Habas

PHONE

OTHER PARTIES

M. Katzman, for Intervening Investors

 K. Kraft; A. Rutman, for proposed Receiver Zeifman
Partners Inc.

FAX

L. Silver; F. Cohen, for proposed Inspector Cohen
Hamilton Steger & Co. Inc.

EMAIL

arnold@azweiglaw.com;
phillip@millarslaw.com;
ahabas@bgchlaw.com;
mkatzman@katzmanlitigation.com;
Kenneth.kraft@dentons.com;
aar@zeifmans.ca;
silver@cassels.com;
fcohen@cohenhamiltonsteger.comJUDICIAL NOTES:Conway J. Endorsement

There are two proceedings before me – one is an action by Mr. Roberts' clients (various investors) and the other is an application by Mr. Zweig's clients (Gregory Marchant et al). Both concern the proposed development of five properties in the U.S. by Mr. Marchant. There are numerous issues in this litigation but at this point, counsel have agreed on an interim resolution on essentially the following terms:

- Zeifman Partners Inc. will be appointed as the Receiver of the properties. It is hoped and expected that the Receiver will be able to refinance the properties rather than sell them over the next six months, resulting in enhanced value to investors. The form of order contemplates the Receiver taking those steps.
- The Receiver will retain an inspector (Cohen Hamilton Steger & Co Inc.) to examine how the investors' funds have been spent. Mr. Roberts' clients will be funding the investigation in the first instance subject to their right to claim reimbursement at a later date.
- Mr. Roberts' clients' action is stayed pending further court order. While Ms. Habas and Mr. Millar (for two of the defendants in that action) are not opposing the stay, they have advised the court that it is without prejudice to their moving for a lift stay to enable them to bring summary judgment motions to dismiss the action against their clients.
- Mr. Katzman represents various other investors (who are not represented by Mr. Roberts). It is agreed that those investors will intervene in these proceedings. Schedule C of the draft order has now been amended to include additional investors who Mr. Katzman notifies the Receiver should be added as an "Intervening Investor". The updated draft order is to be uploaded to CaseLines.
- All materials will be filed under the CV-22-00674717-00CL file but will use the two style of causes (Court File No. CV-21-00668821-00CL and Court File No. CV-22-00674717-00CL). Mr. Kraft will be working on streamlining the files in CaseLines.

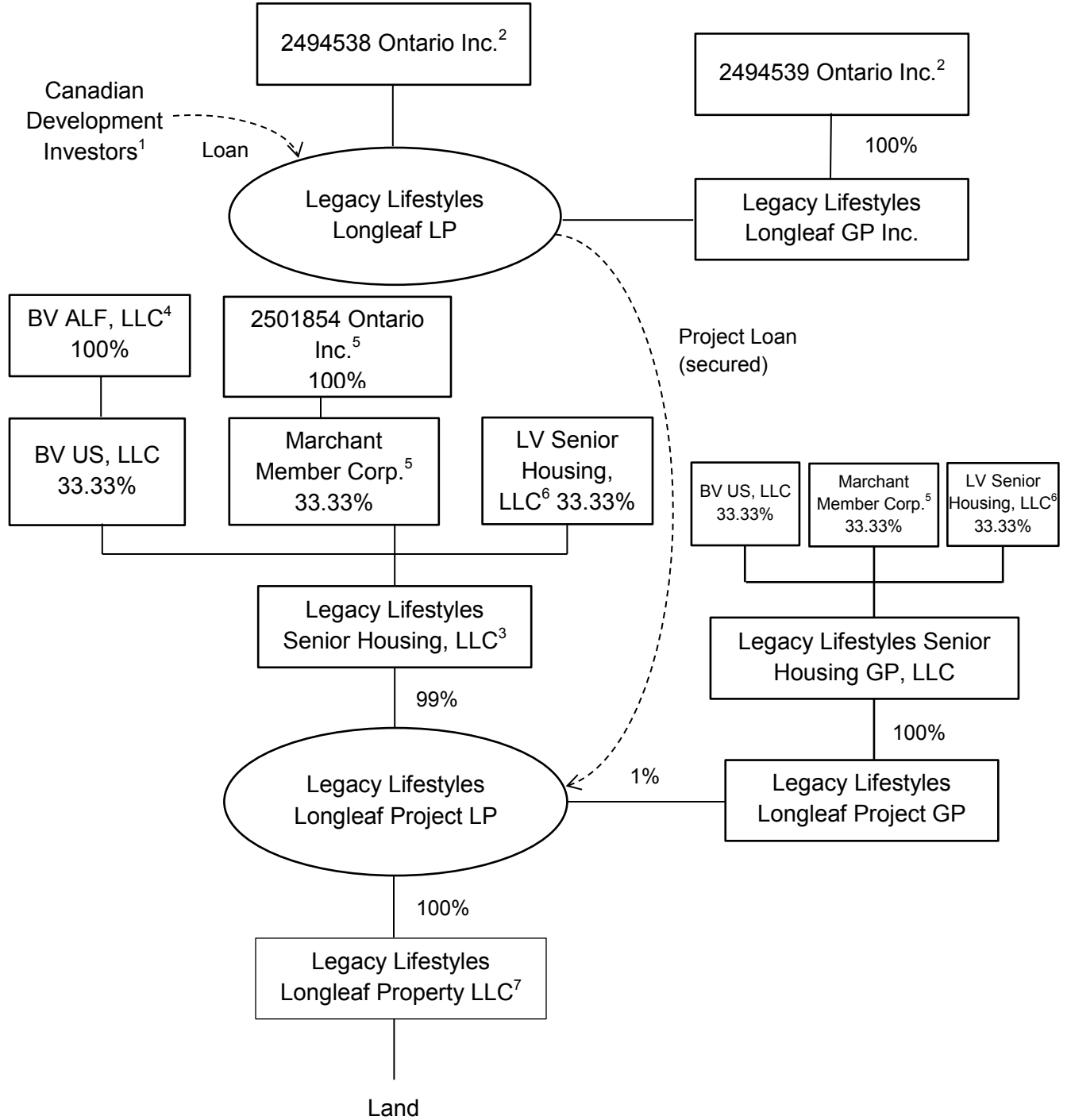
Counsel walked me through the receivership order today. I am satisfied with its terms and have signed it (I amended paragraph 43, last line, to correct the court file number – 22-00674717-00CL).

Order to go as signed by me and attached to this endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.

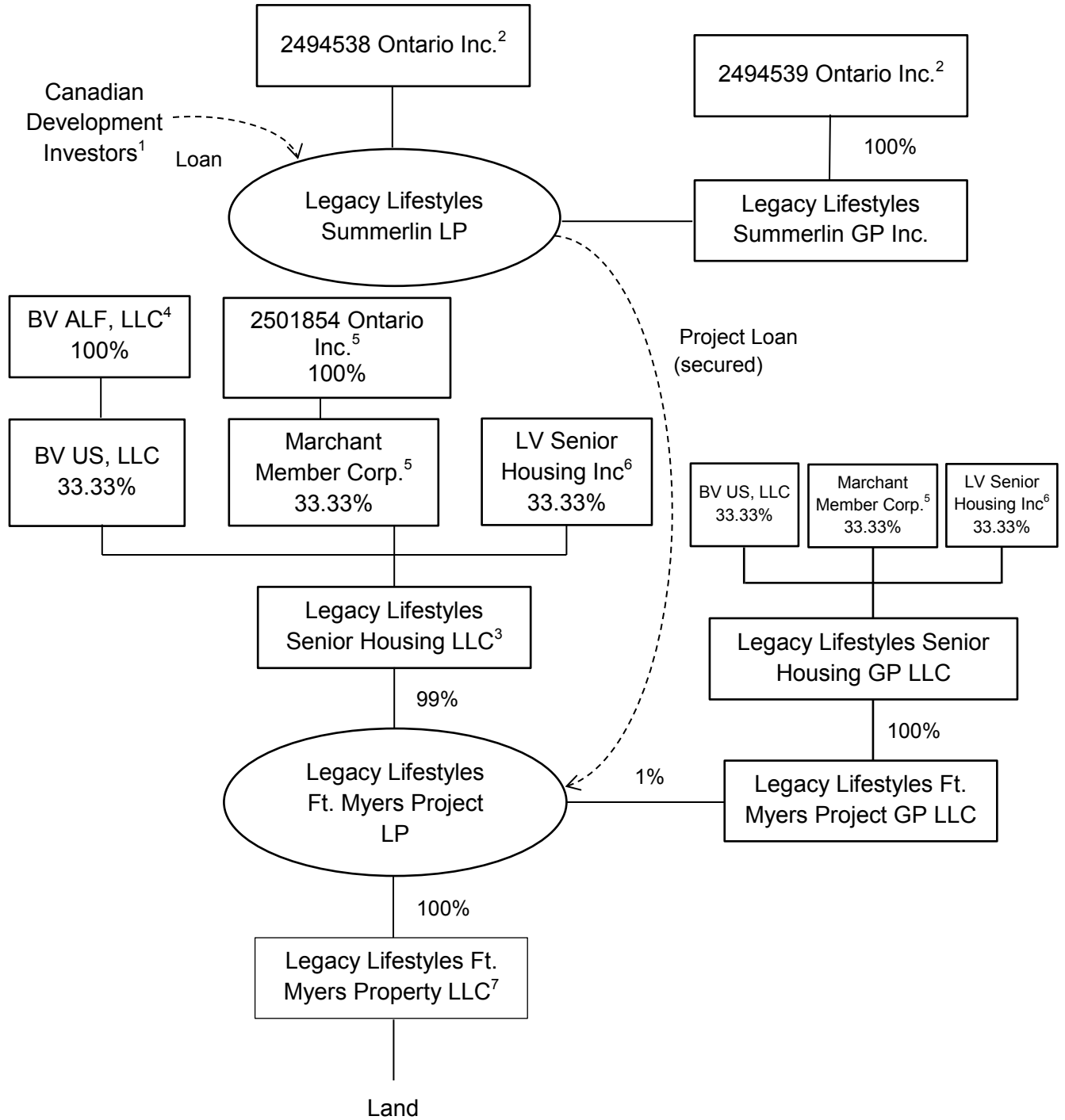
At the appropriate time, counsel may book a scheduling appointment before me, through the Commercial List office, to schedule next steps.

Appendix “C”
to the Third Report of the Receiver

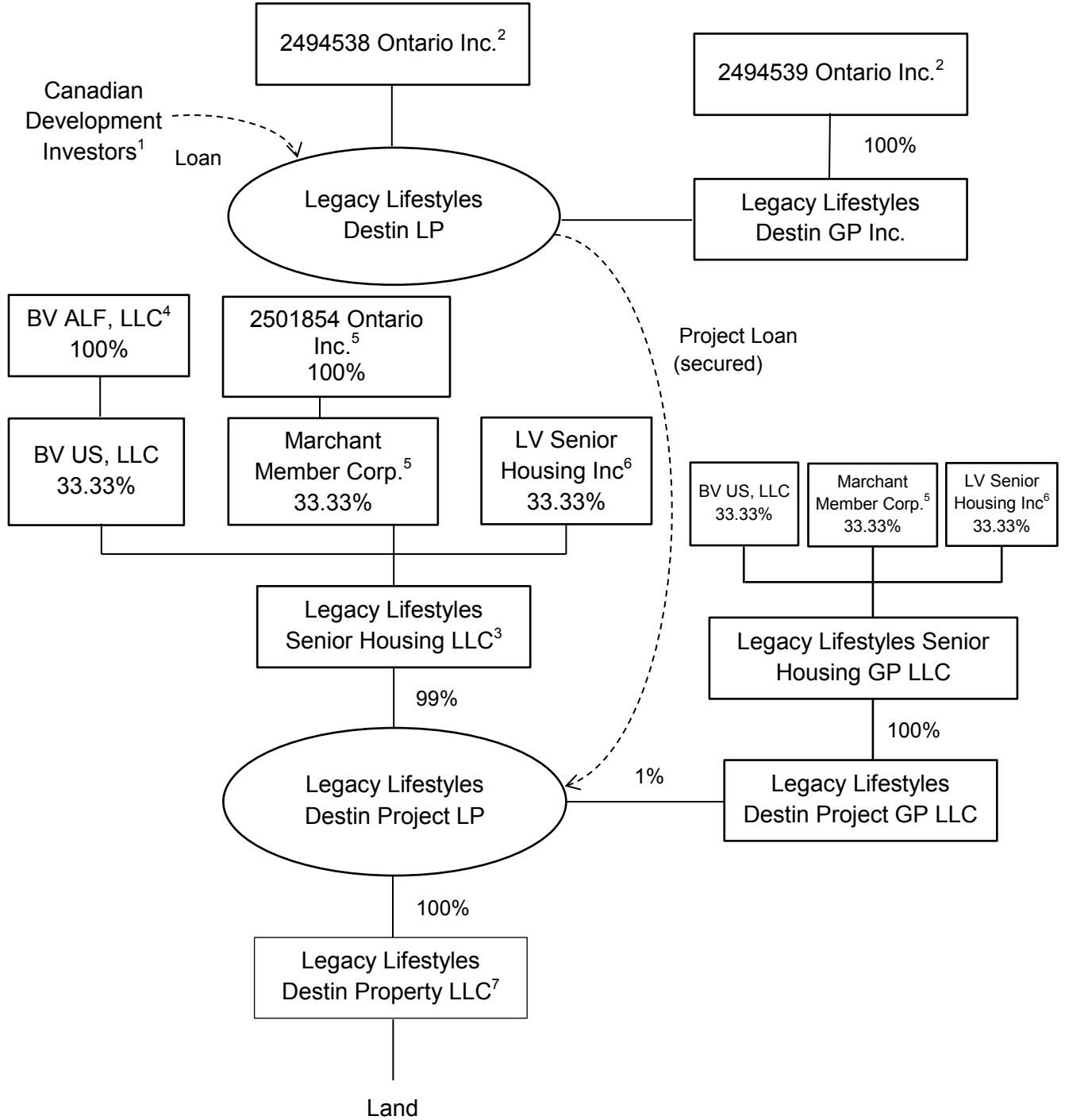
**Project Longleaf
Structure – Phase 1
(Revised June 3, 2016)**



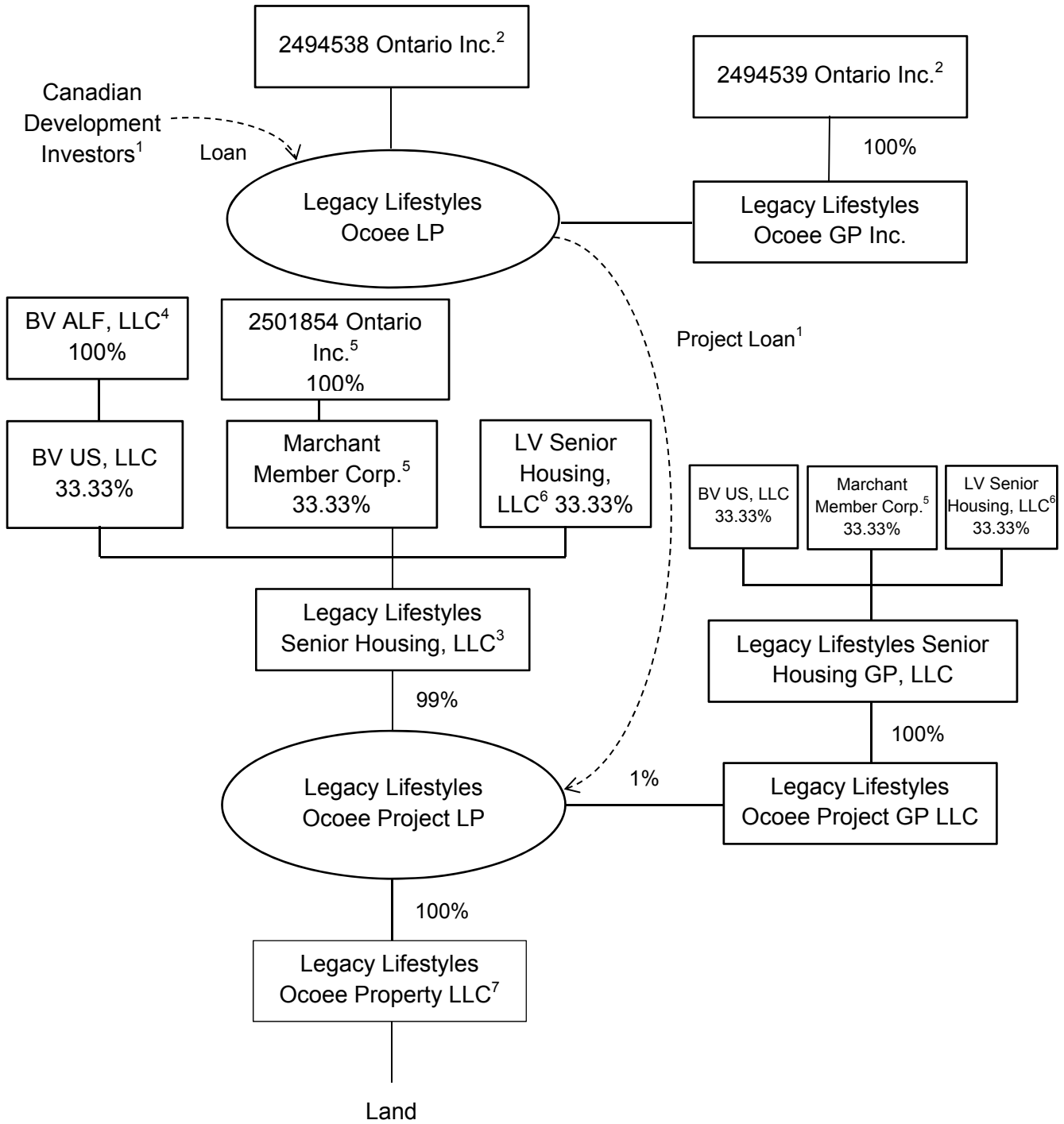
**Project Summerlin
Structure – Phase 1**



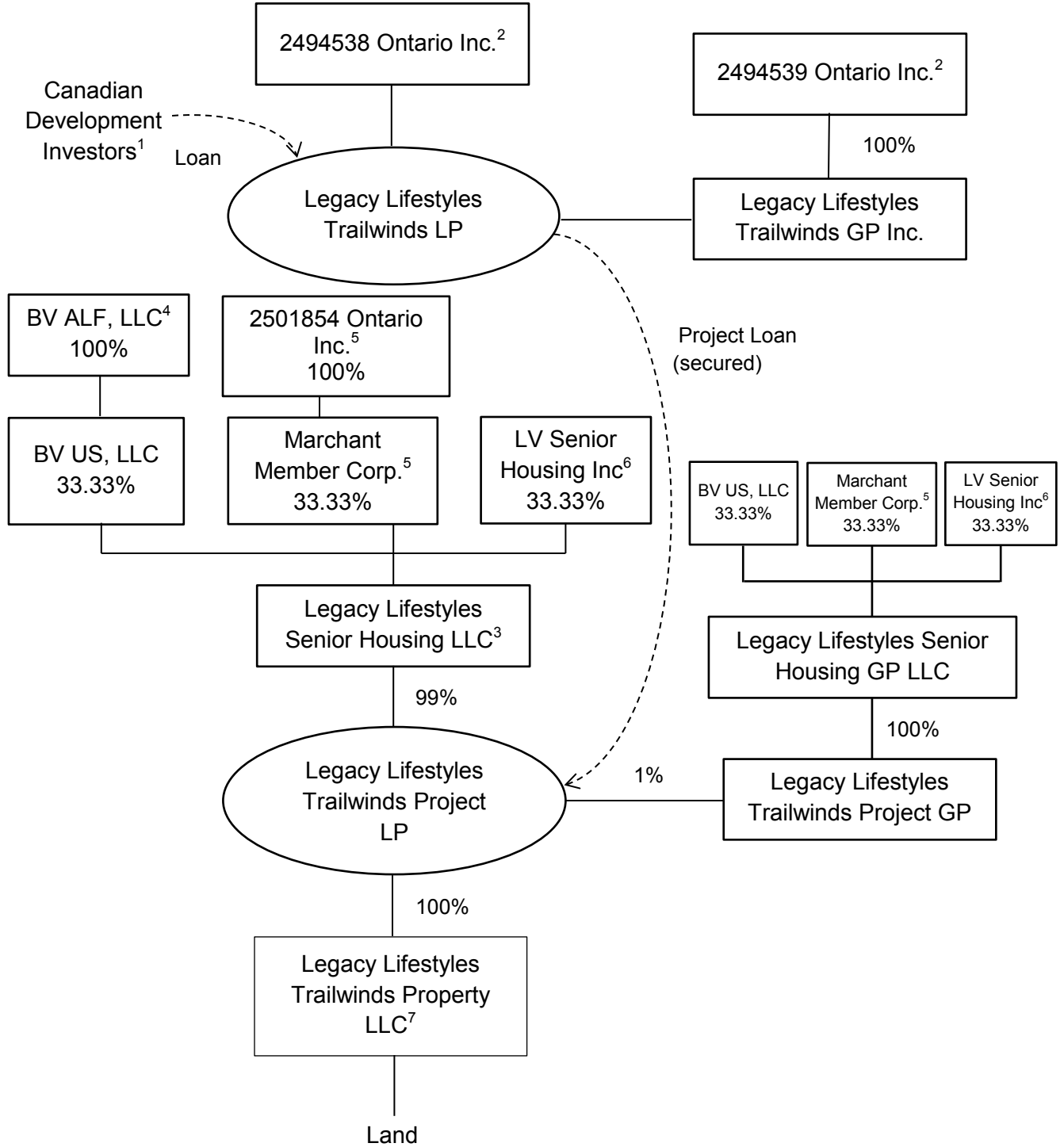
**Project Destin
Structure – Phase 1
(April 7, 2016)**



**Ocoee Florida Project
Proposed Structure – Phase 1
(Revised June 3, 2016)**

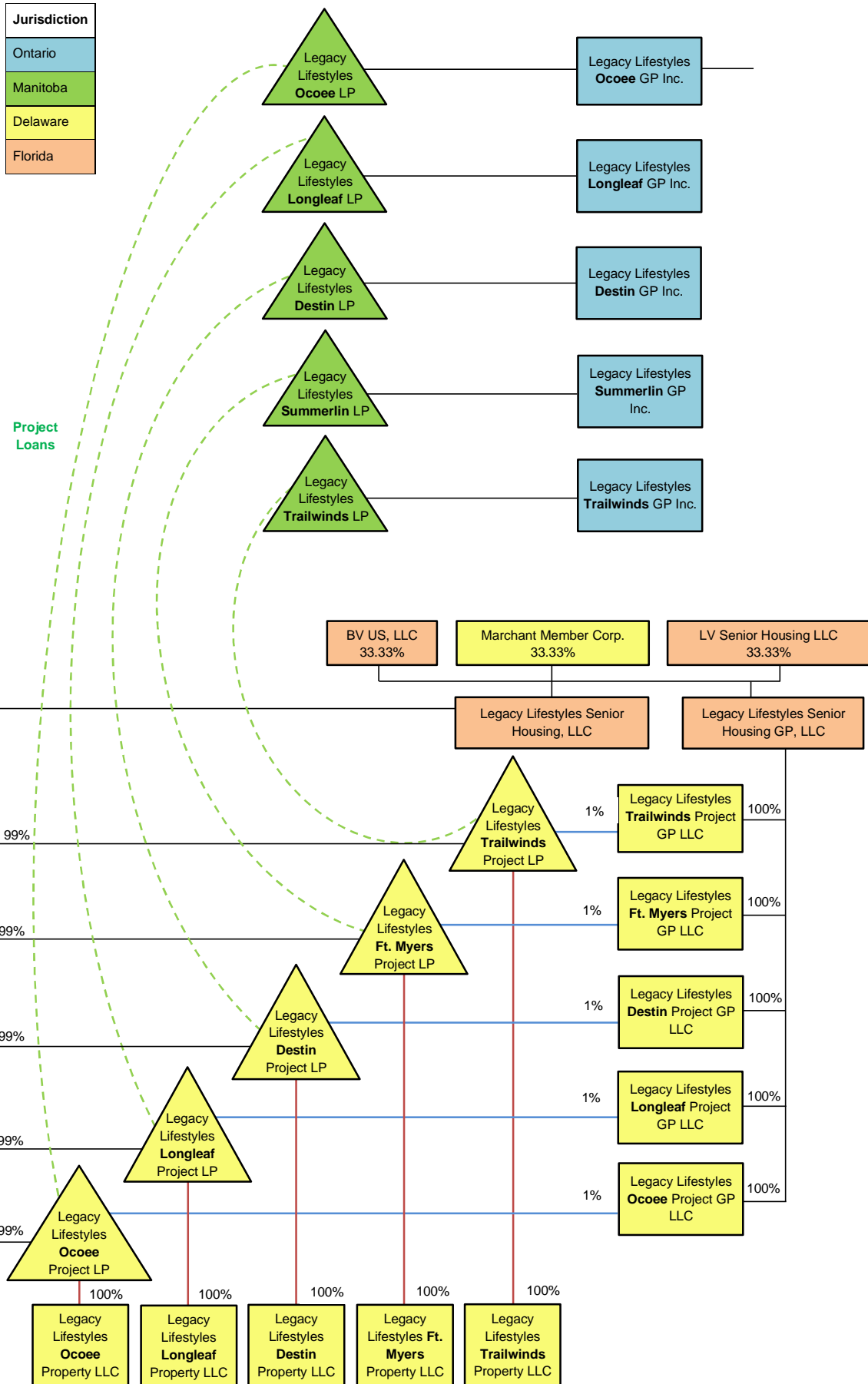


**Project Trailwinds
Structure – Phase 1
(March 15, 2017)**



Appendix “D”
to the Third Report of the Receiver

Legacy Lifestyles Projects Structure Chart



Appendix “E”
to the Third Report of the Receiver

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

SECOND REPORT OF THE RECEIVER
May 10, 2023

TABLE OF CONTENTS

Introduction.....	- 1 -
Purpose of the Report.....	- 2 -
Terms of Reference.....	- 3 -
Background.....	- 3 -
Receiver's Activities.....	- 5 -
Project Agreements and Phase 1 Work.....	- 6 -
Investment Solicitation process	- 10 -
Sale Process	- 12 -
Trailwinds/Wildwood.....	- 16 -
Receipts & Disbursements.....	- 16 -
Professional Fees	- 17 -
Sealing.....	- 18 -
Recommendations of the Receiver	- 18 -

APPENDICES

- A Amended Order of Justice Conway dated February 11, 2022
- B Endorsement of Justice Conway dated February 11, 2022
- C Corporate structure charts prepared by the Debtors
- D Chart of jurisdictions of the various entities prepared by the Debtors
- E First Report of the Inspector, dated September 8, 2022
- F Term Sheet, dated May 9, 2022
- G U.S. Order granting provisional relief, dated April 14, 2022
- H U.S. Recognition Order, dated May 9, 2022
- I Third Report to Creditors, dated February 7, 2023 (without appendices)
- J Fourth Report to Creditors, dated April 3, 2023 (without appendices)
- K Amendment to Term Sheet between Hillmount and the Receiver
- L Orders, dated September 20, 2022, and Endorsement, dated September 30, 2022
- M Receiver's First Report to the Court, dated September 9, 2022 (without appendices)
- N Receiver's Supplemental Report to the First Report, dated September 16, 2022 (without appendices)
- O Receiver's Second Supplemental Report to the First Report, dated September 19, 2022 (without appendices)
- P N21 Development Agreements
- Q Receiver's R&D, as of May 9, 2023
- R Affidavit of Allan Rutman, affirmed May 9, 2023
- S Affidavit of Sara-Ann Wilson, sworn May 9, 2023

CONFIDENTIAL APPENDICES

- 1 Summary of Realtor Opinions of Value and Marketing Strategy
- 2 CBRE Proposal, dated April 21, 2023

INTRODUCTION

1. On the consent of the parties, pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc., was appointed as receiver (the “**Receiver**”) over the assets, properties and undertakings (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**. A copy of Her Honour’s Endorsement is attached hereto as **Appendix “B”**.
2. The Property is primarily comprised of the following five real properties in Florida (collectively, the “**Real Properties**” and each a “**Real Property**”):
 - (a) 401 Beach Drive, Destin, Florida (“**Destin**”);
 - (b) 5578 County Road, 466A, Wildwood, Florida (“**Trailwinds/Wildwood**”);
 - (c) 10653 Marsha Drive, New Port Richey, Florida (“**Longleaf**”);
 - (d) 20161 Summerlin Road, Fort Myers, Florida (“**Summerlin**”); and
 - (e) 934 Roberson Road, Ocoee, Florida (“**Ocoee**”).
3. Corporate structure charts prepared by the Debtors are attached hereto as **Appendix “C”**. The jurisdictions of the various entities are set out in the chart prepared by the Debtors attached hereto as **Appendix “D”**. The limited partnerships are Manitoba entities and the general partners are Ontario entities. The LLCs are incorporated in Delaware. The Real Properties are separately owned by each of the LLCs.

PURPOSE OF THE REPORT

4. The purpose of this Second Report of the Receiver (the “**Second Report**”) is to report to the Court on the Receiver’s activities since the date of its appointment and request the following relief:
 - (a) if necessary, abridging the time for service of the Motion Record and validating service thereof;
 - (b) approving the Second Report and the activities and conduct of the Receiver described therein;
 - (c) approving the Receiver’s interim statement of receipts and disbursements, as of May 9, 2023 (the “**R&D**”);
 - (d) approving the fees and disbursements of the Receiver and its counsel for the period from September 1, 2022, to April 30, 2023;
 - (e) approving the Sale Process (defined below) in respect of the Real Properties and authorizing the Receiver to take such steps as it deems necessary or advisable to carry out and perform its obligations under the Sale Process, including engaging CBRE Group, Inc. (“**CBRE**”) to list the Real Properties for sale;
 - (f) directing that the Receiver and its respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Receiver; and
 - (g) authorizing the Receiver, *nunc pro tunc*, to redact the Confidential Appendices from the Second Report and sealing the Confidential Appendices until the closing of sale transactions in respect of the Real Properties (defined below) or further order of the Court.

TERMS OF REFERENCE

5. In preparing this Second Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtors' books and records, discussions with employees, principals and representatives of the Debtors and information from third-party sources (collectively, the "**Information**"). Except as described in this Second Report:
 - (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) the Receiver has prepared this Second Report in connection with the discharge of the Receiver's duties and responsibilities pursuant to the Receivership Order and under statute and in support of the relief described herein. Parties using the Second Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
6. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

BACKGROUND

7. The parties to this proceeding include various creditors (the "**Investors**") who loaned funds to the Debtors for the purposes of developing senior care facilities (the "**Projects**") on each of the Real Properties.
8. At the time of the Receiver's appointment the Projects were in various stages of pre-development and the subject of litigation amongst the parties. No construction activities had commenced.

9. Based on its review of the Debtors' books and records, the Receiver understands that approximately US\$33.7 million (plus interest) is owed by the Debtors to the Investors on an unsecured basis. The Investors loaned funds to the Manitoba limited partnerships, who in turn loaned funds on a secured basis to the project limited partnerships and the Delaware LLCs (the title holders to the Real Properties).
10. Pursuant to the Receivership Order, the Receiver engaged Cohen Hamilton Steger & Co. Inc. as inspector (the "**Inspector**") to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties.
11. The Inspector issued its First Report, dated September 8, 2022, a copy of which is attached hereto as **Appendix "E"**.
12. Upon its appointment, the Receiver arranged for financing to fund the costs and expenses of the within receivership proceedings. Pursuant to the Term Sheet, dated May 9, 2022, between Hillmount Capital Inc. ("**Hillmount**") and the Receiver (the "**Term Sheet**"), Hillmount committed to provided the necessary funding to the Receiver, subject to certain conditions including the registration of first-ranking mortgages against the Real Properties and the provision of title insurance. A copy of the Term Sheet is attached hereto as **Appendix "F"**.
13. After its appointment the Receiver was advised by the Florida taxing authorities that significant realty arrears were owing in respect of the Real Properties and tax sales in respect of certain of the Real Properties could be commenced imminently. Furthermore, the title insurer in respect of the Receiver's financing required the issuance of a formal recognition order. Accordingly, the Receiver, in its capacity as Foreign Representation of the Debtors, brought an urgent motion before the U.S. Bankruptcy Court for the Middle District of Florida (the "**U.S. Court**") for recognition of the Receivership Order under Chapter 15 of the United States Bankruptcy Code (the "**Bankruptcy Code**").
14. The preliminary hearing was held on an expedited basis on April 13, 2022, before the U.S. Court. The U.S. Court granted provisional relief and set May 9, 2022, as the date for the

final hearing. A copy of the Order granting provisional relief, dated April 14, 2022, is attached hereto as **Appendix “G”**.

15. On May 9, 2022, pursuant to the Order Granting Foreign Representative’s Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief issued by the U.S. Court (the “**Recognition Order**”), the Canadian receivership proceedings were recognized in the United States. A copy of the Recognition Order is attached hereto as **Appendix “H”**.

RECEIVER’S ACTIVITIES

16. The activities of the Receiver since the Receiver’s First Report, include:
 - (a) instructing local counsel with respect to amending the mortgage loan documentation in favour of the Receiver’s lender, Hillmount, to increase the charges on the Real Properties;
 - (b) engaging N21 Group, LLC (“**N21**”) to undertake the Phase 1 work in respect of the Projects (described in more detail below);
 - (c) instructing N21 and reviewing updating marketing studies, engineering reports and other project related documentation;
 - (d) engaging N21 and Twisted Rock LLC (“**Twisted Rock**”) to undertake an investment solicitation process in respect of the Projects;
 - (e) corresponding with Hillmount with respect to the status of the Phase 1 work and investment proposals;
 - (f) reviewing letters of intent and proposals submitted by prospective lenders/investors;
 - (g) responding to inquiries from Investors;
 - (h) requesting proposals for marketing the Real Properties from realtors;

- (i) answering calls and corresponding with realtors and analysing proposals in respect of marketing the Real Properties for sale;
- (j) setting up a data room for realtors and others;
- (k) attending to the execution of non-disclosure agreements;
- (l) drafting and sending out the Receiver's Third Report to Creditors, dated February 7, 2023, and Fourth Report to Creditors, dated April 3, 2023, which are attached hereto as **Appendices "I"** and **"J"** (without schedules);
- (m) analyzing various cash flow projections and funding models in respect of funding rates and potential internal rates of return expected by new equity investors;
- (n) reviewing and discussing with N21 cash flow projections prepared on a property by property basis which also included discussions around underlying assumptions regarding construction and development costs as well as expected facilities operating revenue and cost to reach stabilization;
- (o) receiving calls from interested parties;
- (p) discussing with governmental authorities questions relating to status of properties, permits requiring renewal; and
- (q) drafting this Second Report.

PROJECT AGREEMENTS AND PHASE 1 WORK

17. Pursuant to the Receivership Order, the Receiver was authorized to, among other things:
- (a) request proposals with respect to refinancing, investments or joint ventures in respect of the Projects and negotiate such terms and conditions thereof that the Receiver in its discretion may deem appropriate; and

- (b) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by the Receivership Order.
18. At the time of the Receiver's appointment, as stated by the Honourable Justice Conway in her endorsement, dated February 11, 2022, it was "hoped and expected that the Receiver will be able to refinance the properties rather than sell them over the next six months resulting in enhanced value to investors."
19. Before the receivership the Debtors engaged N21 and the related firm, Lawson Group Architects, to provide various services in respect of the Projects including preparing architectural drawings, developing projections in respect of feasibility, development costs, and senior care operations once completed, and creating marketing materials. N21 and its principal, Donald Lawson ("**Lawson**"), have significant experience in the development and construction of senior living facilities and Florida real estate.
20. In addition, the Debtors engaged both N21 and Twisted Rock to market the Projects to investors/financiers. That financing was never completed as a result of the litigation in respect of the Debtors and their inability to meet pre-conditions to funding. Upon its appointment, the Receiver entered into discussions with both parties with respect to the potential development and refinancing of the Projects.
21. Lawson advised the Receiver that a considerable amount of work was required to prepare the Projects to be marketed to potential financiers and secure construction financing. The scope of work was significantly more than the Receiver originally understood, i.e.. refreshing term sheets with prospective investors/financiers and expending limited funds to satisfy the preconditions to funding. Instead, funds must be expended to advance the Projects to a "shovel ready" condition in order to show commitment to the Projects, gain credibility with financiers and be marketed to lenders/investors. At this stage, the Projects are far more attractive to investors/lenders as there is significantly reduced uncertainty with respect to the Projects' ultimate construction.

22. The cost of this additional work were significantly higher than anticipated and exceeded the budgeted sums that formed the basis of the Receiver's initial loan request of CA \$3.6 million (US \$2.75 million).
23. Hillmount agreed to provide additional required funding, up to the maximum principal amount of US\$4,231,845; provided, however it was not prepared to advance any further funds against the Trailwinds/Wildwood Project. The terms of the increased loan are set out in the Amendment to Term Sheet between Hillmount and the Receiver dated September, 2022 (the "**Amendment to Term Sheet**"), attached hereto as **Appendix "K"**.
24. Pursuant to the Orders of the Honourable Justice Kimmel, dated September 20, 2022 (the "**September 20 Orders**"), this Honourable Court, among other things:
 - (a) approved the Amendment to Term Sheet;
 - (b) approved an increase in the Receiver's borrowing capacity to US \$4,231,845; and
 - (c) authorized the Receiver to enter into development services agreements (the "**Development Agreements**") with N21, engagement agreement with N21, and financial broker services agreement with Twisted Rock LLC ("**Twisted Rock**").
25. Copies of the September 20 Orders and Her Honour's Endorsement, dated September 30, 2022, are attached hereto as **Appendix "L"**.
26. Copies of the Receiver's First Report to the Court, dated September 9, 2022 (the "**First Report**"), Supplemental Report to the First Report, dated September 16, 2022, and Second Supplemental Report to the First Report, dated September 19, 2022, each without appendices, filed in respect of the Receiver's motion returnable September 20, 2022, are attached hereto as **Appendices "M" to "O"**.
27. Pursuant to the September 20 Orders, the Receiver entered into the Development Agreements in respect of each of the Projects with N21. Copies of the Development Agreements are attached hereto as **Appendix "P"**.

28. The work undertaken by N21 pursuant to the Development Agreements is broken into two phases – Phase 1 is the work required to prepare the Projects to be marketed to potential financiers and Phase 2 is the construction of the Projects and turnover to a designated operator.
29. Phase 1 involves bringing the Projects to a “shovel ready” condition, including engaging an architect to update architectural plans to comply with revised Florida building code requirements, engaging building and civil/site engineers to update engineering reports, updating market feasibility studies and paying governmental fees. It also entailed the identification of a general contractor to construct the projects and an operator to manage the facility when built, and updating cash flow projections based on updated construction costs, operator input on facility revenue and expense modelling. Phase 1 work is highlighted in Exhibit “A” of the Development Services Agreements.
30. The commencement of Phase 2 work, and the ultimate construction of the Projects, is conditional upon the receipt of a debt/equity funding proposal satisfactory to the Receiver in its sole discretion and the closing of such financing.
31. As each Project was at a different stage of development as of the date of the Receivership Order, the work required, and timeline for completion of Phase 1 work was different for each Project and ranged between 60-120 days, with the exception of Trailwinds/Wildwood which was significantly longer at 150-180 days due to the lack of prior development work. The Trailwinds/Wildwood Project, which was the last Project acquired pre-receivership, requires a substantial amount of Phase 1 work. This is reflected in the longer timeline and the higher cost of the Phase 1 work. As noted above, Hillmount was not prepared to advance additional funds against the Trailwinds/Wildwood Project at this time and, accordingly, no Phase 1 work was undertaken in respect of that Project.
32. The terms of the Development Agreements and Term Sheet, as amended, provide that the Projects are to be site plan approved and building permit ready within 150 days from execution of the Development Agreements and the provision of funding to N21. The deadline for this milestone was April 7, 2023.

33. Upon its engagement, N21 commenced the Phase 1 work in respect of the Projects, with the exception of Trailwinds/Wildwood. The Phase 1 work was completed over several months and included the following:
- (a) updated marketing studies;
 - (b) receipt of operator information;
 - (c) updated architectural and engineering plans (with the exception of Ocoee, as described in more detail below);
 - (d) plans filed with the relevant jurisdiction and discussions are currently taking place with the relevant governmental bodies to obtain approvals in respect of project development; and
 - (e) general contractor proposals for construction of facilities were requested.
34. With respect to the Ocoee Project, the original architecture and engineering work was done by a third party firm, Bessolo Design Group Inc. (“**Bessolo**”). After substantial delay in responding to N21, Bessolo quoted a fee of US\$166,000, plus 15% admin charge and hourly charges for various services not included in the fixed fee. Bessolo advised that they required a three to five month timeline to complete the work. The quoted amount was materially higher than the budgeted amount for these services and the timeline would substantially delay the completion of the Phase 1 work on the Ocoee Project.
35. In the circumstances, and in consultation with N21, the Receiver determined it would not be practical to expend the funds needed to complete the Ocoee Phase 1 work. Ocoee was packaged in its present condition with the other three shovel ready Projects and marketed to lenders/investors.

INVESTMENT SOLICITATION PROCESS

36. The Amendment to Term Sheet requires receipt of letters of intent for project financing in respect of the Projects within five months from Court approval of the Amendment. The five month deadline expired on February 20, 2023, however certain information required

for the lenders/investors solicitation package and projected cashflows remained outstanding at that time.

37. At the Receiver's request, Hillmount agreed to extend the deadline for receipt of letters of intent for project financing to March 31, 2023.
38. Pursuant to the September 20 Orders, the Receiver was authorized to engage N21 and Twisted Rock to undertake an investment solicitation process in respect of the Projects. In this respect, the Receiver entered into the engagement agreement with N21, dated September 12, 2022, and the financial broker services agreement with Twisted Rock. Copies of these agreements were attached to the First Report as Confidential Appendices "1" and "2" and sealed pursuant to the September 20 Orders.
39. Prior to the receivership proceedings the Debtors engaged N21 and Twisted Rock to market the Projects to potential financiers. Letters of intent received pre-receivership and reviewed by the Receiver contemplated a partial payout of existing creditor loans (ie. "**old equity**") and a residual interest for old equity should the Projects be built and leased out thereby providing for stability of cash flow and potential refinancing and/or sale. The Receiver understands, based on its discussions with Greg Marchant and Lawson, that term sheets originally submitted in respect of the Projects for project financing provided a return to Investors of approximately 85% of principal paid on closing with a remaining carried interest in the Projects.
40. Financial modelling and the offering memorandum were completed on or about February 20, 2023 and the investment solicitation process commenced immediately thereafter. A data site was constructed to provide information for due diligence purposes.
41. A significant number of presentations to interested parties took place, both by zoom conference, telephone and physical attendance. In addition, the information was made available at the National Investment Centre for Senior Housing and Care's annual conference held in San Diego at the beginning of March. Thirty family offices, financial firms and intermediaries were contacted and eleven expressed interest.

42. Four initial term sheets were received. None of the term sheets provided a partial return of monies to old equity as well as sufficient funding to develop the Projects. The Receiver recently received a fifth expression of interest, however minimal due diligence has been undertaken at this point and the nature of the debt/equity financing is unclear with no certainty that it would contemplate a payout of old equity. The Receiver is not prepared to recommend pursuing any of the investment/financing proposals received. Although certain parties continue to do due diligence, the Receiver is not aware of any additional imminent letter(s) of intent.
43. In the Receiver's view, after consultation with N21, there are a number of factors that impacted the viability of the Projects which were not present in 2021 when the previous investment solicitation process took place. These include:
- (a) a significant increase in construction costs of approximately 30% on average;
 - (b) reduction in percentage of total cost lenders are willing to finance as a result of tightened credit conditions and lesser availability; and
 - (c) a substantial increase in the cost of financing and expected return by preferred equity investors.
44. The combination of these factors required significantly more new preferred equity investment to fund deficiencies in cash flow and provide for capitalized interest cost. Additionally, the within receivership proceedings caused some concern for the investment community.

SALE PROCESS

45. In light of the conditions of the Receiver's financing, as set out in the Term Sheet and the Amendment to Term Sheet, the Receiver is now obligated to engage a realtor to sell the Real Properties in their current condition. In the view of the Receiver, the development work undertaken by N21 is expected to add value to the sites including the shovel ready condition of three of the five Projects.

46. Pursuant to paragraph 5 of the Receivership Order, the Receiver is authorized to, among other things:
- (a) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
47. Upon its appointment, the Receiver obtained appraisals from CBRE in respect of the Real Properties. Copies of the appraisals, dated March 1-9, 2022 (the “**Appraisals**”), were attached to the First Report as Confidential Appendices “4” to “8” and sealed pursuant to the September 20 Orders.
48. The Receiver reached out to various real estate brokerages and requested proposals in respect of the marketing and sale of the Real Properties. Three brokerages submitted proposals to the Receiver, with varying formality. A summary of the proposals and the realtor’s estimated land values prepared by the Receiver is attached hereto as **Confidential Appendix “1”**.
49. The Receiver reviewed the proposals and, after discussions, recommends it be authorized to engage CBRE to market the Real Properties for sale. A copy of the CBRE proposal, dated April 21, 2023 (the “**CBRE Proposal**”) which sets out valuations, a proposed marketing plan for the Real Properties and sale commission, is attached hereto as **Confidential Appendix “2”**.
50. The CBRE Proposal was determined by the Receiver to be the superior proposal for the following reasons:
- (a) the CBRE Proposal seeks to maximize value and provides for higher expected sale prices than other proposals;
 - (b) the 6 month listing term is a reasonable time period for the marketing and sale of assets of this nature;
 - (c) CBRE is familiar with the Projects as they previously provided estimated sale values in order to support the Receiver’s request for additional funding;

- (d) all marketing costs will be borne by CBRE;
- (e) the commission fee is typical for commercial real property in Florida;
- (f) the modified tender process, which does not require a list price for the Real Properties is expected to maximize value;
- (g) the team includes CBRE's top advisors in the sale of development land and local Florida representatives with significant experience selling Florida commercial real estate;
- (h) CBRE is an internationally recognized brokerage with a global platform to ensure maximum exposure; and
- (i) Hillmount supports the hiring of CBRE.

51. The Receiver seeks approval of the below sale process (the "**Sale Process**") in respect of the Real Properties:

Sale Process			
	Phase	Timeline¹	Description
1	Underwriting and Pre-Marketing	Weeks 1 -2	Engage CBRE. Preparation of marketing materials and data room by CBRE.
2	Marketing Process	Weeks 3-8	National marketing campaign undertaken by CBRE. Teaser distributed to broad buyers list. Calling campaign and meetings and presentations with purchasers. Real Properties marketed on "as is, where is" basis.
3	Offers and Negotiations	Weeks 9-10	Bids due 30-45 days from marketing launch (" Bid Deadline "). Bids accepted for all Real Properties <i>en bloc</i> or separately.

			<p>All bids must be submitted in form of agreement of purchase and sale (“APS”) and accompanied by evidence of financing and/or financial ability to close.</p> <p>Negotiations with bidders and short-listed prospective bidders invited to make best and final offers.</p>
4	Execution and Transaction Management	Week 11	<p>Selection of winning bidder(s).²</p> <p>Finalize and execute APS.</p> <p>Receipt of deposit(s) in amount(s) determined by Receiver.</p> <p>APS subject to approval by Canadian Court and U.S. Court.³</p>
5	Purchaser Due Diligence	Weeks 12-23	Obtain any further due diligence required.
6	Approval by Canadian Court and U.S. Court and close transaction	Weeks 24-26	Subject to court availability.
<p>Notes to Sale Process:</p> <p>1. The Receiver reserves the right, in consultation with CBRE and Hillmount, to extend or abridge any of the Sale Process timelines and waive strict compliance with any timelines, deadlines or formal requirements with respect to any one or more of the Real Properties.</p> <p>2. The Receiver reserves the right to reject any and all offers for the Real Properties and is under no obligation to accept any offer.</p> <p>3. The acceptance of any offer by the Receiver is strictly subject to approval of the APS and the sale transaction contemplated therein by the Canadian Court and the U.S. Court.</p>			

52. The Receiver recommends approval of the Sale Process for the following reasons:

- (a) it was developed in consultation with CBRE and will broadly canvas the market in an effort to obtain the highest and best price for the Real Properties;

- (b) in order to maximize value, the Real Properties will not be marketed with a set list price as prospective purchasers will likely put varying values on the project development work completed to date;
- (c) it contemplates an approximately 10 week process from the date of Court approval to the Bid Deadline and this timeline should provide sufficient time for prospective purchasers to conduct due diligence prior to submitting an offer;
- (d) the Real Properties will be marketed and sold on an “as is, where is” basis and offers will be considered for the Real Properties *en bloc* or separately;
- (e) due to the nature of the assets for sale, the timeline contemplates purchasers requiring additional due diligence post-execution of an APS;
- (f) the Receiver will seek approval of any definitive APS and the transaction contemplated therein by the Canadian Court and also the U.S. Court; and
- (g) prospective purchasers will have access to the data site information including updated architectural and engineering plans as well as status reports of discussions with municipalities.

TRAILWINDS/WILDWOOD

53. The Receiver is receipt of an offer in respect of the Trailwinds/Wildwood Property. The Receiver intends to negotiate the terms of sale with the offeror and, if such negotiations do not result in a definitive purchase agreement on terms the Receiver is prepared to recommend to the Court, the Trailwinds/Wildwood Property will be marketed for sale along with the other Real Properties.

RECEIPTS & DISBURSEMENTS

54. Attached hereto as **Appendix “Q”** is a copy of the Receiver’s R&D, as of May 9, 2023.

PROFESSIONAL FEES

55. The Receiver seeks approval of its fees and disbursements and those of its legal counsel, Dentons Canada LLP (“**Dentons**”).
56. The Receiver and Dentons have maintained separate accounts for each of the five Real Properties.

Receiver’s Fees

57. Below is a summary of the Receiver’s fees and disbursements for the period from September 1, 2022, to April 30, 2023:

Property	Fees	Disbursements	HST	Total
Longleaf Property	\$47,453.75	\$174.69	\$6,191.70	\$53,820.14
Summerlin Property	\$47,155.00	\$174.68	\$6,152.86	\$53,482.54
Destin Property	\$47,266.25	\$174.69	\$6,167.32	\$53,608.26
Ocoee Property	\$48,423.75	\$174.66	\$6,317.79	\$54,916.20
Trailwinds/Wildwood Property	\$47,237.50	\$174.67	\$6,163.58	\$53,575.75
Total:	\$237,536.25	\$873.39	\$30,993.25	\$269,402.89

58. The fees and disbursements of the Receiver are more particularly described in the Affidavit of Allan Rutman, affirmed May 9, 2023, attached hereto as **Appendix “R”**.

Dentons’ Fees

59. Dentons has acted as counsel to the Receiver since its appointment. Below is a summary of Dentons’ fees and disbursements for the period from September 1, 2022, to April 30, 2023:

Property	Fees	Disbursements	HST	Total
Longleaf Property	\$21,923.00	\$734.70	\$2,937.19	\$25,594.89

Summerlin Property	\$21,923.00	\$734.70	\$2,937.19	\$25,594.89
Destin Property	\$21,923.00	\$734.70	\$2,937.19	\$25,594.89
Ocoee Property	\$21,923.00	\$734.70	\$2,937.19	\$25,594.89
Trailwinds/Wildwood Property	\$24,310.50	\$ 806.33	\$3,256.89	\$28,373.72
Total:	\$112,002.50	\$3,745.13	\$15,005.65	\$130,753.28

60. The fees and disbursements of Dentons are more particularly described in the Affidavit of Sara-Ann Wilson, sworn May 9, 2023, attached hereto as **Appendix “S”**.
61. In the Receiver’s view the professional fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

SEALING

62. The Confidential Appendices to this Second Report contain commercially sensitive information, including estimated sale values for each of the Real Properties. If this information is publicly disclosed, it could negatively affect the Receiver’s ability to market the Real Properties and obtain the highest and best price. Accordingly, the Receiver requests an order that the Confidential Appendices be sealed until the closing of a sale transaction in respect of the Real Properties or further order of this Honourable Court.

RECOMMENDATIONS OF THE RECEIVER

63. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief as set out in its Notice of Motion, dated May 11, 2023.

- 19 -

All of the foregoing is respectfully submitted this 10th day of May, 2023.

ZEIFMAN PARTNERS INC., in its capacity as Receiver and Manager of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, and not in its personal or corporate capacity

Per:

Name: 
Allan Rutman

Title: President

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

SECOND REPORT OF THE RECEIVER

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

Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
Fax: 416 863-4592
kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

Lawyers for Zeifman Partners Inc., in its capacity as Court-appointed Receiver

Appendix “F”
to the Third Report of the Receiver



Term Sheet

May 9, 2022

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7

Attention: Allan Rutman

Dear Sirs:

RE: Loan of up to \$2,750,000 USD (the "Loan") secured by a Receiver's Certificate (the "Receiver's Certificate") issued pursuant to the Order of Justice Conway of the Ontario Superior Court of Justice dated February 11, 2022 (the "Receivership Order") attached hereto as Schedule B

We understand that Zeifman Partners Inc. has been appointed as receiver and manager (the "**Receiver**"), of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively the "**Debtors**") acquired for, or used in relation to business carried on by the Debtors pursuant to the Receivership Order.

In connection with the Receivership proceedings, Hillmount Capital Inc., in its capacity as a lender (the "**Lender**"), wishes to extend a preliminary quote and pursue arranging a loan to the Receiver (the "**Loan**") in accordance with the terms and conditions detailed below and subject to final approval by the Lender's solicitor. The terms and conditions are as follows:

LENDER:	Hillmount Capital Inc. (the " Lender ")
BORROWER(S):	Zeifman Partners Inc. in its capacity as Court-appointed Receiver of the Debtors
PROPERTY:	<p>All of the Debtors' assets, undertakings and properties acquired for or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property") and the real properties municipally known as:</p> <ol style="list-style-type: none"> 1. 401 Beach Drive, Destin FL 2. 5578 County Road 466A, Wildwood FL 3. 10653 Marsha Drive, New Port Richey FL 4. 20161 Summerlin Road, Fort Myers FL 5. 934 Roberson Road, Ocoee FL <p>(collectively, the "Real Property" and specifically described in Schedule A of the Court Order attached hereto as Schedule B)</p>
LOAN AMOUNT:	<p>Maximum principal amount of \$2,750,000 USD as follows (all in USD):</p> <ol style="list-style-type: none"> 1. 401 Beach Drive – \$590,000 2. 5578 County Road 466A - \$465,000 3. 10653 Marsha Drive - \$770,000 4. 20161 Summerlin Road - \$465,000

Borrower(s)/Guarantor(s) Initials: AR

5. 934 Roberson Road - \$460,000

At all times, the total Loan amount shall not exceed \$3,600,000 CDN in the aggregate.

LAND VALUES:

1. 401 Beach Drive – \$2,500,000
2. 5578 County Road 466A - \$2,300,000
3. 10653 Marsha Drive - \$3,100,000
4. 20161 Summerlin Road - \$2,100,000
5. 934 Roberson Road - \$1,900,000

INTEREST RATE &
PAYMENT:

Interest shall be compounded and calculated monthly at the rate of **12% per annum**, and will be repayable monthly, in arrears, by prepaid interest from advances under the Loan both before and after maturity until this Loan has been repaid in full. Interest adjustment date to the 1st of the following month following each advance.

FEES:

Lender Commitment Fee (1st 12 months) – 2.00% of the Loan Amount
Lender Commitment Fee (remaining 6 months) – 1.00% of the Loan Amount
Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor and its US attorney

PRIORITY / SECURITY:

1. Receiver's Borrowings Charge (as defined in the Receivership Order) pursuant to terms of Receiver's Certificates issued by the Receiver in priority over the Debtor's present and future real and personal, tangible and intangible property and assets in priority to all assignments, security interests, trusts, liens, mortgages, charges and encumbrances whatsoever, statutory or otherwise subject only to a prior court ordered Receivers Charge pursuant to section 24 of the Receivership Order in priority to all other Receiver Certificates issued or to be issued.
2. Receivership Order and Chapter 15 Recognition Order registered against the Real Property.
3. Title insurance with coverages acceptable to the Lender.
4. Satisfactory liability insurance to be in place on the Real Property (evidence to be provided to the Lender) and will continue to be in place while the Receiver's Certificate remains outstanding.
5. Such other security, documentation or assurance, as may be required by the Lender or the Lender's solicitor.

PURPOSE:

The purpose of this Loan is to provide receivership working capital pursuant to the terms of the Receivership Order and Budget attached hereto as **Schedule C** and to facilitate the refinancing /sale of the Real Property.

ADVANCES:

Advances shall be provided upon request by the Borrower and be available on a minimum of 2 business days upon written request to the Lender. The proceeds of each advance under the Loan shall be advanced less the following:

- (a) Lender Commitment Fee (to be deducted in full from the 1st advance);
- (b) Lender Advance Fee of \$500 per advance;
- (c) Lender Wiring Fee of \$90 per advance; and
- (d) Legal fees and disbursements plus HST thereon.

AMORTIZATION:

Interest only

Borrower(s)/Guarantor(s) Initials: AAZ



- LENDER'S SOLICITOR: Fred Tayar
65 Queen Street West, Suite 1200, Toronto, ON
Tel: (416) 363-1800
- TERMS OF LOAN & PREPAYMENT PRIVILEGE: The Loan will mature 18 months from the date of the first advance ("**Maturity Date**") and is payable on demand. When not in default, the Borrower shall have the right to prepay the Loan at any time upon providing 10 days written notice. Any amounts received in repayment of obligations owing under this DIP Facility shall be paid and applied as follows:
- i. Firstly, to outstanding interest and costs payable hereunder; and
 - ii. Secondly, towards principal hereunder.
- ADDITIONAL CONDITIONS AND REPRESENTATIONS: The advance of funds under the Loan is subject to the following conditions, all of which must be satisfactory to the Lender, and its solicitor, in its sole, unfettered and absolute discretion:
1. Written acceptance of this Term Sheet by the Borrower and attending to the lawful execution and delivery of this Term Sheet.
 2. Borrower acknowledges that the Lender's Commitment Fee is earned upon the Borrower's acceptance of this Term Sheet and payable from the proceeds of the first advance.
 3. Satisfactory review of the liability insurance to be in place on the Real Property.
 4. The Lender reserves the right to request and review the Receiver's Cash Flows at any time in order to satisfy itself that the Receiver's fees and that of its counsel, are reasonable pursuant to section 24 of the Receivership Order.
 5. The Receiver will provide a covenant on closing to the Lender that: (i) no Receiver's Certificates ranking, or purporting to rank, prior to or *pari passu* with the Receiver's Certificate issued as security for the Loan shall be issued by the Receiver to any person other than the Lender without the prior consent in writing of the Lender, which consent may be unreasonably withheld; and (ii) that the Receiver will provide the Lender with notice of any proceeding which could have an adverse effect on the Lender's Receiver's Certificate and/or the Receiver's Borrowings Charge.
 6. The Receiver will give the Lender the first opportunity to fund further loans secured by Receiver Certificates prior to approaching other parties.
 7. The Receiver shall not distribute funds to any creditors without the Lender's consent, save for the Receiver's Charge as contemplated by section 24 of the Receivership Order.
 8. The Receiver agrees not to make an application for payout of proceeds received, other than the Receiver's Charge, in priority to amounts owing to the Lender without the Lender's prior written consent.
 9. The Lender shall have the right to charge for all reasonable costs and expenses incurred by the Lender in connection with this Loan, including reasonable legal fees and costs and costs and expenses incurred in connection with enforcing the Lender's rights under the Receiver's Certificate or hereunder.
 10. Satisfactory review of this Term Sheet and the Receivership Order by the Lender's solicitor.
 11. Satisfactory review of a Recognition Order granted under Chapter 15 of the US Bankruptcy Code by the Lender's solicitor.
 12. It is hereby agreed by and between the Lender and the Receiver that any monies tendered in respect of the Loan payments or other payments due shall be paid by 1 p.m. on the business day upon which they are due. If received after that time (i.e. for computing interest), the monies will be deemed to be received the next business day.
 13. Please see Schedule "A" for additional terms of this Term Sheet.

Borrower(s)/Guarantor(s) Initials:



- SPECIAL CONDITIONS:** The Receiver is to provide such financial and other information as the Lender may reasonably request, from time to time, including, but not limited to:
- (a) Evidence of payment of all government payables including property taxes within 15 days of their respective due dates;
 - (b) Evidence of compliance with any material federal, state and municipal laws, regulations and policies in relation to its activities;
 - (c) Evidence and completion of an unconditional financing agreement within the 1st 6 months of the Term unless an extension of an additional two months has been approved by the Court to complete the financing agreement and the Loan is satisfied failing which, the Borrower must proceed immediately to sell the Real Property;
 - (d) Realtor's Opinion of Value and Marketability Analysis indicating an "as is" sales value for each of the Real Property as set out above which is to be received no later than July 1, 2022;
 - (e) Deliver to the Lender such other reporting and other information from time to time as is reasonably requested by the Lender.

- DEFAULT:** The following events shall constitute events of default (each an "Event of Default"):
- (a) If the Receiver fails to pay when due any amount of principal, interest or other amounts under the Loan Amount, this Term Sheet or otherwise, whether by acceleration or otherwise;
 - (b) If the Receiver defaults, in the observance or performance of any other non-financial term, covenant or condition in this Term Sheet or any other agreement between the Receiver and the Debtors entered into on or after the date of the Term Sheet;
 - (c) If the Receiver defaults, in the observance of the Receivership Order or any subsequent Court Orders or is replaced as the Receiver;
 - (d) If the Lender determines, in its sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs, Real Property or financial condition of the Debtors;
 - (e) If (i) the Receivership Order is varied without the consent of the Lender or any other order is made which is or may be prejudicial to the Lender's interests, acting reasonably; (ii) the Receivership Order is appealed or leave to appeal is granted; or (iii) the stay of proceedings contained in the Receivership Order is terminated or lifted;
 - (f) If any one of the Debtors become bankrupt under the *Bankruptcy and Insolvency Act* or the US Bankruptcy Code; and
 - (g) If the plaintiffs or the defendants in the Commercial List Court File bearing number CV-21-00668821-00CL bring a motion or otherwise seek to obtain priority over the interests of the Lender, pursuant to paragraph 41 of the Order of the Honourable Justice Conway dated February 11, 2022.

REMEDIES: Upon the occurrence of an Event of Default, the Lender may immediately terminate the Term Sheet, at which time all amounts outstanding under this Term Sheet shall, at the option of the Lender, immediately become due and payable; and the Lender may enforce the Loan, Receiver Certificates or take such further and other steps available at law, including but not limited to, making an application to the Court for an order requiring the Receiver to realize on the Real Property.

SCHEDULES ATTACHED: The following attached schedule(s) form a part of this Term Sheet:

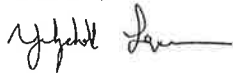
Borrower(s)/Guarantor(s) Initials:



Schedule A – Conditions
Schedule B – Receivership Order
Schedule C – Budget

In order to proceed, kindly indicate your acceptance of the above terms and conditions by signing below and returning this Term Sheet to the Lender by **5:00pm on May 11, 2022**.

Yours truly,



Hillmount Capital Inc.
416-849-0322
Lic. #10453 and #11925

Borrower(s)/Guarantor(s) Initials: AR

ACCEPTANCE

The Borrower hereby accepts this Term Sheet and confirms its agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required. The Lender Commitment Fee is fully earned by the Lender upon acceptance of the terms of this Term Sheet. The Lender Commitment Fee is due and payable upon the advance of funds hereunder or the date of the termination of the Term Sheet (unless such termination of the Term Sheet results from a default of the Lender).

Accepted this 10th day of May, 2022.

Borrower



Zeifman Partners Inc.
 in its capacity as Receiver of Legacy Lifestyles Destin Property LLC,
 Legacy Lifestyles Trailwinds Property LLC,
 Legacy Lifestyles Ft. Myers Property LLC,
 Legacy Lifestyles Ocoee Property LLC and
 Legacy Lifestyles Longleaf Property LLC


Borrower(s)/Guarantor(s) Initials: DA



SCHEDULE A – CONDITIONS

ACCRUED AND EARNED INTEREST	Accrued interest calculated from the date that this Loan is advanced to the Interest Adjustment Date will be deducted from the initial gross funds advanced. The Interest Adjustment Date is set at the Lender's option. The Borrower shall not be entitled to receive interest, if any, on any funds held in trust by the Lender. Any interest earned shall accrue to the Lender.
REGULATIONS	The Real Property must comply with all municipal, state and federal statutes, regulations and requirements.
ASSIGNMENT BY LENDER	The Lender shall have 7 normal business days following: the acceptance of the Term Sheet, and upon receipt of all requested underwriting information to assign all or part of the of the Loan in an amount to be determined by the Lender at its discretion and subject to terms satisfactory to the Lender.
TITLE INSURANCE	At the Lender's sole option, the Borrower may be required to provide title insurance for the Real Property. The cost of the title insurance shall be at the Borrower's expense.
ADDITIONAL PROVISIONS	Our current schedule of administration and servicing fees include (but not limited to) the following charges:
\$500.00	Missed payment fee: Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment for any charge on this property (ie 1 st and / or 2 nd mortgagee) or any other creditor (ie utility company, property taxes, etc).
\$300.00	Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.
\$5,000.00	Default: Payable for each act or proceeding instituted.
\$100.00	Loan Statements: For preparation of each statement.
\$5,000.00	Possession: For attending to take possession following default.
\$300.00	Administration: For administering maintenance and security of the property in our possession, per day.
\$300.00	Loan Discharge & Statement Fee: For discharge on one property. \$100.00 for each additional property.
\$250.00	Tax Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments.
\$200.00	Annual Tax Account Administration Fee: For administering and maintaining the tax account
\$300.00	For each written request necessitated by the Lender not replacing dishonoured cheques forthwith
\$250.00	Failure to notify Lender of registration of lien by the Condominium Corporation for common maintenance arrears
\$495.00	For each hour of administrative time spent by the Lender or its agent in dealing with issues of default related to this loan. This rate does not apply to solicitor services
\$300.00	Inspection Fee (per property)
\$90.00	Bank Wire Transfer Fee

The Lender reserves the right to charge reasonable fees for other administrative services. Renewal and renewal fee to be at the discretion of the Lender. In the event of a further occurrence of the administrative fees as set out herein, the administrative fees shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.


Borrower(s)/Guarantor(s) Initials: 



Appendix “G”
to the Third Report of the Receiver

ORDERED.

Dated: April 14, 2022



Lori V. Vaughan
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:)	Case No.: 6:22-bk-01246-LVV
)	
LEGACY LIFESTYLES DESTIN LP, <i>et al.</i> , ¹)	Chapter 15
)	
Debtor in a Foreign Proceeding)	(Joint Administration Pending)
)	

ORDER GRANTING FOREIGN REPRESENTATIVE’S EMERGENCY MOTION FOR ORDER GRANTING PROVISIONAL RELIEF PENDING THE HEARING ON RECOGNITION PURSUANT TO SECTIONS 1519 AND 1521 OF THE BANKRUPTCY CODE

THIS CASE came on for hearing on April 13, 2022 at 1:15 p.m. (the “Hearing”), upon the Foreign Representative’s Emergency Motion for Order Granting Provisional Relief Pending the Hearing on Recognition Pursuant to Sections 1519 and 1521 of the Bankruptcy (the “Emergency Motion for Provisional Relief”)² [ECF No. 7], of Allan Rutman, in his capacity as the Foreign Representative of the Debtors (the “Foreign Representative”), as court-appointed receiver of the

¹ The Debtors in these Chapter 15 cases and the first four identifying digits (the last four digits are all the same for most Debtors) of the tax number in the jurisdictions in which they pay taxes are as follows: Legacy Lifestyles Destin LP (7741); Legacy Lifestyles Destin GP Inc. (7827); Legacy Lifestyles Summerlin LP (7592); Legacy Lifestyles Summerlin GP Inc. (7612); Legacy Lifestyles Trailwinds LP (7258); Legacy Lifestyles Trailwinds GP Inc. (7290); Legacy Lifestyles Ocoee LP (7931); Legacy Lifestyles Ocoee GP Inc. (7940); Legacy Lifestyles Longleaf LP (7828); Legacy Lifestyles Longleaf GP Inc. (7850); Legacy Lifestyles Destin Property LLC (N/A); Legacy Lifestyles Trailwinds Property LLC (N/A); Legacy Lifestyles Ft. Myers Property LLC (N/A); Legacy Lifestyles Ocoee Property LLC (N/A); and Legacy Lifestyles Longleaf Property LLC (N/A).

² Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Emergency Motion for Provisional Relief.

foreign bankruptcy estate of the Debtors, seeking an order granting certain provisional relief, including imposition of the stay pursuant to section 362 of the Bankruptcy Court. The Court, having considered the Emergency Motion for Provisional Relief, the argument of counsel, and being otherwise duly informed, the Court makes the following Order.

The Court finds:

- A. Due and timely notice of the filing of the Chapter 15 Petition and the Hearing was given by the Foreign Representative as directed by this Court.
- B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501.
- C. Venue of this proceeding is proper in this judicial district pursuant to 28 U.S.C. § 1410, because the Debtors have property in the United States within this judicial District.
- D. This is a core foreign proceeding under 28 U.S.C. § 157(b)(2)(P).
- E. There is substantial likelihood of success on the merits that the Foreign Representative will be able to demonstrate that the Canadian Proceeding is a foreign main proceeding entitled to recognition under 11 U.S.C. § 1517(b)(1)-(2), that the Foreign Representative is the duly appointed foreign representatives of the Debtors pursuant to 11 U.S.C. §§ 102(24) and 1509, and the Foreign Representative, in his capacity as foreign representatives of Debtors, is entitled to protections afforded by sections 1520 and 1521 of the Bankruptcy Code.
- F. Issuance of this Order is necessary to preserve the status quo, as the Foreign Representative has demonstrated that unless this Order is issued, there is a risk of irreparable injury to the value of the Debtors' real property interests to the detriment of the Debtors' creditors.

G. Given there are no opposing parties and the provisional relief requested is narrowly tailored in scope and duration, the threatened injury to the Debtors' estates outweighs whatever damage the requested relief may cause an opposing party.

H. The interest of the public will be served by this Court's entry of this Order.

Accordingly, it is **ORDERED** and **ADJUDGED**:

1. The Emergency Motion for Provisional Relief is **GRANTED**.
2. Pending entry of a recognition order pursuant to section 1517, the Foreign Representative and the Debtors shall be entitled to the full protections and rights under section 1519(a)(1), which protections shall be coextensive with the provisions of section 362 of the Bankruptcy Code, and this Order shall operate as a stay of any execution against the Debtors' assets within the territorial jurisdiction of the United States. Specifically, all persons and entities are hereby enjoined from (a) continuing any action or commencing any additional action involving the Debtors, their assets or the proceeds thereof, or their former, current or future directors and officers, (b) enforcing any judicial, quasijudicial, administrative or regulatory judgment, assessment or order or arbitration award against the Debtors or their assets, (c) commencing or continuing any action to create, perfect or enforce any lien, setoff or other claim against the Debtors or any of their property, or (d) managing or exercising control over the Debtors' assets located within the territorial jurisdiction of the United States except as expressly authorized by the Debtors in writing.
3. Pursuant to sections 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, section 362 of the Bankruptcy Code is hereby made applicable in this Chapter 15 case to the Debtors and the property of the Debtors within the territorial jurisdiction of the United States.

4. Notwithstanding anything to the contrary contained herein, this Order shall not be construed as (a) enjoining the police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent not stayed under section 362 of the Bankruptcy Code or (b) staying the exercise of any rights that section 362(o) of the Bankruptcy Code does not allow to be stayed.

5. This Order shall remain in effect pending the hearing on Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant to Sections 1517 and 1520 of the Bankruptcy Code and Related Relief.

6. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order and any request by any person or entity for relief from the provisions of this Order.

###

Submitted by:

Erica Baines
DENTONS COHEN & GRIGSBY P.C.
Mercato – Suite 6200
9110 Strada Place
Naples, FL 34108
Phone: (239) 444-1839
Email: erica.baines@dentons.com
Florida Bar No.: 0058121

Local Counsel to the Foreign Representative

Attorney Erica Baines is directed to serve a copy of this Order on interested parties who do not receive service by CM/ECF and to file a proof of service within three days of entry of this Order.

Appendix “H”
to the Third Report of the Receiver

ORDERED.

Dated: May 09, 2022



 Lori V. Vaughan
 United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
 MIDDLE DISTRICT OF FLORIDA
 ORLANDO DIVISION**

In re:)	Case No.: 22-01246
)	
LEGACY LIFESTYLES DESTIN LP, <i>et al.</i> , ¹)	Chapter 15
)	
Debtor in a Foreign Proceeding)	(Jointly Administered)
)	

ORDER GRANTING FOREIGN REPRESENTATIVE’S MOTION FOR ORDER GRANTING RECOGNITION OF FOREIGN MAIN PROCEEDING PURSUANT TO §§ 1517 AND 1520 OF THE BANKRUPTCY CODE AND RELATED RELIEF

THIS CASE came on for hearing on May 9, 2022 at 2:00 p.m. Eastern (the “Hearing”), upon the *Foreign Representative’s Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant To §§ 1517 and 1520 of the Bankruptcy Code and Related Relief* (the “Motion for Recognition”)² [ECF No. 6], of Allan Rutman, in his capacity as the Foreign Representative of the Debtors (the “Foreign Representative”), as court-appointed receiver of the

¹ The Debtors in these Chapter 15 cases and the first four identifying digits (the last four digits are all the same for most Debtors) of the tax number in the jurisdictions in which they pay taxes are as follows: Legacy Lifestyles Destin LP (7741); Legacy Lifestyles Destin GP Inc. (7827); Legacy Lifestyles Summerlin LP (7592); Legacy Lifestyles Summerlin GP Inc. (7612); Legacy Lifestyles Trailwinds LP (7258); Legacy Lifestyles Trailwinds GP Inc. (7290); Legacy Lifestyles Ocoee LP (7931); Legacy Lifestyles Ocoee GP Inc. (7940); Legacy Lifestyles Longleaf LP (7828); Legacy Lifestyles Longleaf GP Inc. (7850); Legacy Lifestyles Destin Property LLC (N/A); Legacy Lifestyles Trailwinds Property LLC (N/A); Legacy Lifestyles Ft. Myers Property LLC (N/A); Legacy Lifestyles Ocoee Property LLC (N/A); and Legacy Lifestyles Longleaf Property LLC (N/A).

² Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Motion for Recognition.

foreign bankruptcy estate of the Debtors, seeking recognition and related relief pursuant to Chapter 15 of the Bankruptcy Code of the Debtors' bankruptcy proceeding under the supervision of Superior Court of Justice, Ontario, Canada (the "Canadian Bankruptcy Court"). The Court, having considered the Petition, the Motion for Recognition, the Declaration of the Foreign Representative, the argument of counsel, and being otherwise duly informed, the Court makes the following Order.

The Court finds:

- A. Due and timely notice of the filing of the Chapter 15 Petition and the Hearing was given by the Foreign Representative as directed by this Court.
- B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
- C. Venue of this proceeding is proper in this judicial district pursuant to 28 U.S.C. § 1410.
- D. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).
- E. The Foreign Representative qualifies as a "foreign representative" as defined in 11 U.S.C. §101(24).
- F. This Chapter 15 case was properly commenced pursuant to 11 U.S.C. §§ 1504, 1515 and 1517.
- G. The Foreign Representative has met the requirements of 11 U.S.C. §§ 1515(b), 1515(c), 1515(d), and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure.
- H. The Canadian Proceeding is a foreign proceeding under 11 U.S.C. §§ 101(23) and 1502(4).
- I. The Canadian Proceeding is entitled to recognition by this Court under 11 U.S.C. § 1517.

J. The Canadian Proceeding is pending before the Superior Court of Justice, Ontario, Canada. The Debtors' center of main interests are in Canada and, accordingly, the Canadian Proceeding is a foreign main proceeding under 11 U.S.C. § 1502(4), entitled to recognition as a foreign main proceeding under 11 U.S.C. § 1517(b)(1).

K. The Foreign Representative is entitled to all relief provided under 11 U.S.C. § 1520.

L. The Foreign Representative is further entitled to the relief expressly set forth in 11 U.S.C. § 1521.

M. The relief granted by this Order is necessary and appropriate, in the interests of public and international comity, consistent with the public policy of the United States, warranted pursuant to 11 U.S.C. § 1521 and will not cause any hardship to the creditors of the Debtors or other parties that is not outweighed by the benefits of the relief being granted.

Accordingly, it is **ORDERED** and **ADJUDGED** that:

1. The Canadian Proceeding is granted recognition as a "foreign main proceeding" under 11 U.S.C. § 1517.

2. The Canadian Proceeding and the orders of the Canadian Bankruptcy Court shall be given full force and effect and be binding on and enforceable in the United States against all persons and entities. This includes without limitation, the Canadian Bankruptcy Court's February 11, 2022 order appointing the Foreign Representative as receiver for the Debtors, which is attached hereto as **Exhibit 1** (the "Receivership Order").

3. The Foreign Representative is entrusted with the full administration and realization of all or a part of the estate and assets of the Debtors within the territorial jurisdiction of the United States.

4. The Foreign Representative shall have the authority to act independently to carry out any of the duties and powers granted by this Order and the Receivership Order; including, but not limited, to the ability to borrow money on behalf of the Debtors' bankruptcy estates and pledge the Debtors' property, including the Real Properties (as defined in the Receivership Order) to secure such borrowing.

5. The provisions of 11 U.S.C. § 1520 apply to this proceeding.

6. All persons and entities are stayed from commencing or continuing any action or proceeding concerning the assets, rights, obligations or liabilities, of the Debtors or the Debtors' bankruptcy estates located in the United States territory.

7. All persons and entities are stayed from executing against the assets of the Debtors or the Debtors' bankruptcy estates located in the United States territory.

8. All persons and entities are prohibited from transferring, encumbering or otherwise disposing of, or exercising control over any assets of the Debtors or the Debtors' bankruptcy estates located in the United States territory, aside from the Receiver's power to borrow money and pledge the Real Properties.

9. All persons and entities provided notice of this Order who are in possession, custody or control of property, or the proceeds thereof, of the Debtors or the Debtors' bankruptcy estates located within the territorial jurisdiction of the United States, shall immediately advise the Foreign Representative by written notice sent to the following addresses:

Attn: Allan Rutman
Foreign Representative of Legacy Lifestyles Destin LP, et al.
c/o Zeifman Partners Inc.
North York, ON, M6A 1Y7
Canada

With a copy to:

Attn: Erica Baines
Dentons Cohen & Grigsby P.C.
Mercato – Suite 6200
9110 Strada Place
Naples, FL 34108

-and-

James R. Irving
Gina M. Young
Dentons Bingham Greenebaum LLP
3500 PNC Tower
101 South Fifth Street
Louisville, Kentucky 40202

which written notice shall set forth: (i) the nature of such property or proceeds; (ii) when and how such property or proceeds came into the custody, possession or control of such person or entity; and (iii) the full identity and contact information for such person or entity. The Foreign Representative shall file with the Court information demonstrating those persons and/or entities to whom he has provided notice of this Order.

10. The Foreign Representative is authorized to examine witnesses, take evidence or seek the delivery of information concerning the assets, affairs, rights, obligations or liabilities of the Debtors or the Debtors' bankruptcy estates pursuant to §1521(a)(4), the Federal Rules of Bankruptcy Procedure, including without limitation the procedure of Fed. R. Bankr. P. 2004, without further order of this Court.

11. The Foreign Representative is further authorized to operate and may exercise the powers of a trustee under, and to the extent provided by 11 U.S.C. §§ 363 and 552.

12. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (i) this Order shall be effective immediately and enforceable upon entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a); (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (iii) the

Foreign Representative is authorized and empowered, and may in his discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

13. No action taken by the Foreign Representative in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of the Canadian Proceeding or any order entered in or in respect of the Chapter 15 case (including any adversary proceedings or contested matters) will be deemed to constitute a waiver of immunity afforded the Foreign Representative, including pursuant to 11 U.S.C. §§ 306 and 1510.

14. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through this Chapter 15 case, and any request by any person or entity for relief from the provisions of this Order.

15. This Court shall retain jurisdiction with respect to the administration, realization, and distribution of the assets of the Debtors within the territorial jurisdiction of the United States.

#

Submitted by:

Erica Baines
DENTONS COHEN & GRIGSBY P.C.
Mercato – Suite 6200
9110 Strada Place
Naples, FL 34108
Phone: (239) 444-1839
Email: erica.baines@dentons.com
Florida Bar No.: 0058121

Local Counsel to the Foreign Representative

Erica Baines shall serve a copy of this Order on all interested parties entitled to service and file a certificate of service thereafter.

Exhibit 1

(Order Appointing Receiver)

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

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

THE HONOURABLE

)

FRIDAY, THE 11TH

JUSTICE CONWAY

)

DAY OF FEBRUARY, 2022

)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants



-2-

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

AMENDED ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiffs in Court File No. CV-21-00668821-00CL (the “**Action**”) and **THIS APPLICATION** made by the Applicants in Court File No. CV-22-00674717-00CL (the “**Application**”) for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) and section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3 (“**BIA**”) appointing Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”)

acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Mark Ber affirmed on July 21, 2021 and the Exhibits thereto, the affidavit of Joel Ross affirmed on July 20, 2021 and the Exhibits thereto, the affidavit of Greg Marchant sworn December 20, 2021 and the Exhibits thereto and the affidavit of Allan Rutman affirmed December 14, 2021 and the Exhibits thereto and on hearing the submissions of counsel for Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. (collectively, the “**Partnerships**”), the investors listed in Schedule “C” hereto (collectively, the “**Intervening Investors**”), the Plaintiffs, Gregory Marchant and Morgan Marchant and on reading the consent of the Receiver to act as the Receiver and on being advised by counsel that Cohen Hamilton Steger & Co. Inc. consents to act as the Inspector (defined below) and that each of the Intervening Investors, the Plaintiffs and the Partnerships consent to the relief herein,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion in Court File Number CV-21-00668821-00CL and the Notice of Application and Application in Court File Number CV-22-00674717-00CL is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

INVESTORS

2. **THIS COURT ORDERS** that, on consent of the parties and the Intervening Investors, the Intervening Investors be and are hereby granted intervenor status with respect to the within proceedings and with respect to the Motion and Application herein.

3. **THIS COURT ORDERS AND DECLARES** that, on consent of the parties and the Intervening Investors, any claims of investors (the “**Investors**”) who invested in the Partnerships as against the Debtors and in any way related to the Partnerships are, as of the date of this Order, not extinguished by the expiration of a limitations period or otherwise.

APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to section 101 of the CJA and section 243(1) of the BIA, Zeifman Partners Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including, without limitation, the real properties described in Schedule “A” hereto (collectively, the “**Real Properties**” and each a “**Real Property**”) and all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, 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 Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

-5-

- (e) to engage Cohen Hamilton Steger & Co. Inc. as inspector (the “**Inspector**”) to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties on such terms, including with respect to the payment of the Inspector’s fees and those of its counsel, as the Receiver may agree to in its discretion;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to commission appraisals in respect of the Real Properties;
- (l) to request proposals with respect to refinancing, investments or joint ventures in respect of the Property or any part or parts thereof and negotiate such terms and conditions of refinancing, investments or joint ventures that the Receiver in its discretion may deem appropriate;

-6-

- (m) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00 CAD, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00 CAD; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

-7-

- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

INSPECTOR'S POWERS

6. **THIS COURT ORDERS AND DIRECTS** the Inspector to (a) investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties, (b) provide regular updates to the Receiver on the status of the investigation, (c) prepare a report with respect to the findings of its investigation, and (d) deliver its report to the Receiver and file its report with this Court.

7. **THIS COURT ORDERS AND AUTHORIZES** the Inspector to, (a) conduct hearings, administer oaths and examine any director, officer, employee or agent of the Debtors upon oath, and, if necessary in the opinion of the Inspector, seek an order of this Court prescribing rules for the conduct of the hearing, and (b) engage consultants, agents, experts and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Inspector's powers and duties, including without limitation those conferred by this Order.

8. **THIS COURT ORDERS** Gregory Marchant, and any other person directed to attend an examination by the Inspector, to attend such hearing or examination and give evidence upon oath.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER AND INSPECTOR

9. **THIS COURT ORDERS AND DIRECTS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, including Gregory Marchant, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having

notice of this Order including any financial institution (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

10. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver and the Inspector of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, bank statements and cancelled cheques, and any other papers, records and information of any kind related to the business or affairs of the Debtors, including all "due diligence" materials related to the Property, including consulting reports and drawings (such as engineering, environment soils, traffic studies, archaeological reports, marketing reports) and architectural drawings, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver and the Inspector or permit the Receiver and the Inspector to make, retain and take away copies thereof and grant to the Receiver and the Inspector unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 10 or in paragraph 11 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver or the Inspector due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver and the Inspector for the purpose of allowing the Receiver and the Inspector to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver or the Inspector in their discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver and the Inspector. Further, for the purposes of this paragraph, all Persons shall provide the Receiver and the Inspector with all such assistance in gaining immediate access to the

information in the Records as the Receiver or the Inspector may in their discretion require including providing the Receiver or the Inspector with instructions on the use of any computer or other system and providing the Receiver or the Inspector with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER OR INSPECTOR

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, the Inspector, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided

-10-

that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

16. **THIS COURT ORDERS** that the action bearing Court File No. CV-21-00668821-00CL shall be stayed pending further order of this Court.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

19. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON LIABILITY OF RECEIVER AND INSPECTOR

23. **THIS COURT ORDERS** that neither the Receiver nor the Inspector shall incur liability or obligation as a result of their appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or the Receiver in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or afforded the Receiver and the Inspector by any other applicable legislation.

ACCOUNTS OF RECEIVER AND INSPECTOR

24. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements (including, subject to paragraph 27 of this Order, the fees

and disbursements of the Inspector and its counsel), both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA or similar legislation.

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

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

27. **THIS COURT ORDERS** that the fees and disbursements of the Inspector and its counsel shall be paid in the first instance by the Plaintiffs in Commercial List File Number CV-21-00668821-00CL without prejudice to any party's position in respect of whether or not the fees and disbursements incurred by the Inspector are to be paid from the Debtors' estate.

28. **THIS COURT ORDERS** that the Plaintiffs and any Investor that pays any accounts of either the Receiver or the Inspector shall be entitled to seek an order of the Court providing for reimbursement of such payments out the Debtors' estate with such priority and at such time as this Court may determine.

FUNDING OF THE RECEIVERSHIP

29. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,600,000.00 CAD in the aggregate (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or

periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Property of the Debtor(s) set out in the Receiver's Certificate (defined below), including the Real Property identified in Schedule "1" thereto, shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA or such similar legislation.

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

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

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

33. **THIS COURT ORDERS** that the Receiver is hereby authorized to execute on behalf of the Debtors any documents or instruments that may be necessary or desirable to register this Order on title to the Property and give effect to the Receiver's Charge and Receiver's Borrowings Charge and the priority of such charges, including the subordination of any existing security, charges or mortgages registered on title to the Property. If for any reason such authority is not recognized in the State of Florida the Debtors are hereby directed to execute any such documents to give effect to the priorities provided hereunder to the extent requested by counsel to the Receiver.

SERVICE AND NOTICE

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

35. **THIS COURT ORDERS AND DIRECTS** Gregory Marchant to provide a complete list of all of the Investors and their contact information including email addresses to the Receiver.

36. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver or the Inspector is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

39. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and the Inspector and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver and the Inspector, as officers of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver or the Inspector and their agents in carrying out the terms of this Order. For greater certainty, the Receiver is hereby appointed as foreign representative of the Debtors in order to commence an application pursuant to Chapter 15 of the United States Bankruptcy Code should such application be required.

40. **THIS COURT ORDERS** that the Receiver or the Inspector 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 Receiver and the Inspector are 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.

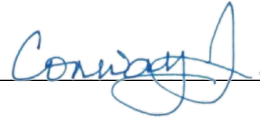
41. **THIS COURT ORDERS** that the Plaintiffs shall have their costs of this motion, up to and including entry and service of this Order, in the sum of CA\$100,000.00 and the Intervening Investors shall have their costs of this motion, up to and including entry and service of this Order, in the sum of CA\$50,000.00 on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine, provided that neither costs award referenced herein shall have priority over the other.

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

43. **THIS COURT ORDERS** that a copy of this Order be filed in Court File No. CV-21-00668821-00CL and Court File No. CV-22-00674717-00CL and that these matters shall be consolidated and proceed under Court File No. CV-22-00674717-00CL. All future materials filed

-17-

shall use the style of cause set out in this Order and include the following file numbers: Court File No. CV-22-00674717-00CL and CV-21-00668821-00CL.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE "A"**DESCRIPTION OF THE REAL PROPERTIES****Destin Property**

Commencing at the Northwest corner of Sea Hills Third Addition as Recorded in Plat Book 5, Page 104 of the Public Records of Okaloosa County, Florida; Thence north 01 degrees, 00 Minutes 51 Seconds East A Distance of 432.05 feet to a point, said Point being the point of beginning; thence continue north 01 degrees 00 minutes 51 seconds east a distance of 364.01 feet to a point; thence North 88° 08 minutes 45 seconds east a distance of 1074.81 feet to a point on the western right away of Beach Drive; thence South 10 degrees 14 minutes 19 seconds west along said Western right of way a distance of 20.77 feet to a point; thence South 03 degrees 56 minutes 40 seconds east along said western rate of way a distance of 199.31 feet to a point; thence departing said Western right of way south 86 degrees 33 minutes 59 seconds west a distance of 542.58 feet to a point; thence South 01 degrees 42 minutes 23 seconds east a distance of 158.38 feet to a point; thence North 88 degrees 59 minutes 09 seconds west a distance of 573.88 feet to a point, said point being the point of beginning.

Trailwinds Property

In the County of Sumter, State of Florida:

Parcel R1-1, TRAILWINDS VILLAGE, as per plat thereof recorded in Plat Book 16, Pages 21, 21-A through 21-I, of the Public Records of SUMTER County, Florida; LESS AND EXCEPT THE FOLLOWING: Begin at the Southeast corner of Parcel RI-1; run thence N.00°27'18"E. along the East line of Parcel RI-1, a distance of 135.20 feet, thence departing East line run S.89°59'36"W. a distance of 416.06 feet; thence S.00°00'06"E. a distance of 131.76 feet to a point on the South line of Parcel RI-1, thence along said South line run S.89°32'10"E. a distance of 415.00 feet to the point of beginning.

TOGETHER With Utility Easements and Access Areas Easements set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Book 3205, Page 698 and as Amended and Restated in Book 3258, Page 326 of the Public Records of SUMTER County, Florida and Signage Easement as set forth in Section 2.10 of said Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Summerlin Property

Lots 2 and 3, Sanibel Promenade, according to the map or plat thereof, as recorded in Plat Book 79, Pages 11 and 12, Public Records Lee County, Florida.

Ocoee Property

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTRY, FLORIDA; THENCE RUN NORTH 89°35'56" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1321.84 FEET, TO THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 00°09'18" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROBERSON ROAD; THENCE RUN SOUTH 89°35'56" WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 640.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°09'28" WEST, A DISTANCE OF 200.02 FEET; THENCE RUN SOUTH 89°59'28" EAST, A DISTANCE OF 368.32 FEET; THENCE RUN NORTH 09°36'00", A DISTANCE OF 15.36 FEET; THENCE RUN NORTH 00°37'13" EAST, A DISTANCE OF 727.61 FEET; THENCE RUN SOUTH 89°35'56" WEST, A DISTANCE OF 398.15 FEET; THENCE RUN SOUTH 00°09'18" EAST, A DISTANCE 1155.00 FEET, TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN NORTH 89° 35'56" EAST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 6.76 ACRES MORE OR LESS.

Longleaf Property

Tract 39, LONGLEAF NEIGHBORHOOD THREE, according to the plat through thereof as recorded in Plat Book 56, pages 127 through 150, inclusive, of the public records of Pasco County, Florida.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

3. Such principal sum with interest thereon is, by the terms of the Order, a charge upon the whole of the [DEBTOR'S] Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the [DEBTOR'S] Property in respect of its remuneration and expenses.

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

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

-2-

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

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

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

DATED the ____ day of _____, 20__.

Zeifman Partners Inc., solely in its capacity
as Receiver of the [DEBTOR'S] Property, and
not in its personal or corporate capacity

Per: _____

Name:

Title:

SCHEDULE "1"

REAL PROPERTY

[Insert description of Real Property]

SCHEDULE "C"**INTERVENING INVESTORS**

2581506 Ontario Limited
2335996 Ontario Inc.
Angellotti, Ron
Daveni Investments Ltd.
Della-Maestra, Thomas Roy
Della-Maestra, Julia
Della-Maestra, Terry
Della-Maestra, Angela
Janmohamed, Nadir
Lindsay, Joan
Wall, George
MLC Financial Ltd.
Remco Holdings Inc.
Spectrum Jewellery Mfg Inc.
SRnED Limited
Stephen Kwok Professional Corporation
Suedan, Katherine Denise
Volpe, Peter G.
2480449 Ontario Inc.
Reinrichmar Holding Limited
McDonald, Don
Suchak, Mitesh
Suchak, Avni
White, Robert
Thomson, Dave
Macleod, Carylyn
Patel, Sunil
Tangri, Sabrena
Kassam, Faiza
Hallco Holdings Inc.
Woodruff, Richard
1424604 Ontario Ltd.
Marty Shankman Agency Ltd.
Yale Realty Inc.
2143700 Ontario Inc.
Christiansen Investments Inc.
Hampson Equities Inc.
Charvet, Shelle Rose
Smart Financial Consulting Corp.
19322434 Ontario Limited
9677658 Canada Inc.
John Francis Footprints Ltd.

-2-

Claremont Holdings Corporation
Mid Properties Inc.
New Gemini Inc.
2244512 Ontario Inc.
Michael Kessel
1387615 Ontario Limited

Along with any other person who Michael Katzman notifies the Receiver (via email) should be added as an Intervening Investor.

Court File No. CV-22-00674717-00CL& CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.
Defendants

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

BERKID INVESTMENTS LIMITED
Plaintiff

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AMENDED ORDER

GREG ROBERTS PC
Lawyers
202-8920 Woodbine Avenue
Markham, ON L3R 9W9

Greg Roberts (LSO No. 29644N)
Tel: 1 (866) 824-8757
greg.roberts@roblaw.ca

Lawyer for the Plaintiffs

Appendix “I”
to the Third Report of the Receiver

*Legacy Lifestyles Group
Fifth Report to Creditors
June 21, 2023*

*Legacy Lifestyles Group
Fifth Report to Creditors
June 21, 2023*

TABLE OF CONTENTS

<i>DEVELOPMENT SERVICES</i>	<i>1</i>
<i>COURT PROCEEDINGS</i>	<i>2</i>
<i>INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS</i>	<i>5</i>

APPENDICES

- | | |
|-------------------|--|
| APPENDIX A | Receiver's Second Report to Court dated May 10, 2023
(without appendices) |
| APPENDIX B | Receiver's Supplemental Report dated May 18, 2023
(without appendices) |
| APPENDIX C | Court Order and Endorsement of Justice Steele dated
May 23, 2023 |
| APPENDIX D | Interim Statement of Receipts and Disbursements,
dated June 16, 2023 |

This is the fifth report to creditors of Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC. (collectively, the “**Companies**”).

This report is an update to the Receiver’s Fourth Report to Creditors dated April 3, 2023 (the “**Fourth Report to Creditors**”).

DEVELOPMENT SERVICES

N21 continues to work on obtaining entitlements in respect of the Destin, Longleaf and Summerlin properties. The Phase 1 work undertaken on these properties included updating architectural and engineering plans. Although plans were not updated in respect of the Ocoee property, N21 continues to work with municipalities in respect to identifying requirements.

N21 advised the Receiver that the status of this work as follows:

Destin

The review process by the municipality continues. Civil engineers have received comments from each department and responses have been provided.

Summerlin

Entitlements are in place and the development order is active. Documents requiring signature have been provided.

Longleaf

Review process continues by the municipality. Further comments are anticipated and engineers expect approvals to be forthcoming.

Ocoee

Landscape plan has been updated. Updated lighting has been required and is underway. The review process will continue until transmission of updated site lighting plan. Civil engineering plans are not affected by the building architectural/engineering plans and provide separate site plan entitlements.

COURT PROCEEDINGS

A copy of the Receiver’s Second Report to the Court, dated May 10, 2023 (the “**Second Report**”), is attached hereto as **Appendix “A”** (without appendices). A copy of the Receiver’s Supplemental Report to the Second Report, dated May 18, 2023, is attached hereto as **Appendix “B”** (without appendices).

As set out in the Fourth Report to Creditors and the Second Report, the Receiver brought a motion before the Court returnable May 23, 2023, requesting, among other things, authority to commence a sale process (the “**Sale Process**”) in respect of the five real properties and to engage CBRE Group Inc. (“**CBRE**”) to market the properties for sale. As discussed in detail below, the Receiver does not intend at this time to market the Trailwinds/Wildwood property (“**Trailwinds**”).

Pursuant to the May 23, 2023 Order of the Honourable Justice Steele, , the Court approved the Sale Process and authorized the Receiver to engage CBRE. A copy of the Order and Endorsement, dated May 23, 2023 are attached hereto as **Appendix “C”**.

The Receiver requested proposals for the marketing and sale of the properties from various real estate brokerages. After consideration of the four proposals received and discussions with the realtors and Hillmount (the funder to the Receiver), the Receiver recommended the engagement of CBRE. The reasons for the Receiver’s recommendation are detailed in the Second Report.

The Sale Process is summarized below:

Sale Process			
	Phase	Timeline¹	Description
1	Underwriting and Pre-Marketing	Weeks 1 -2	Engage CBRE. Preparation of marketing materials and data room by CBRE.

*Legacy Lifestyles Group
Fifth Report to Creditors
June 21, 2023*

2	Marketing Process	Weeks 3-8	National marketing campaign undertaken by CBRE. Teaser distributed to broad buyers list. Calling campaign and meetings and presentations with purchasers. Real Properties marketed on “as is, where is” basis.
3	Offers and Negotiations	Weeks 9-10	Bids due 30-45 days from marketing launch (“ Bid Deadline ”). Bids accepted for all Real Properties <i>en bloc</i> or separately. All bids must be submitted in form of agreement of purchase and sale (“ APS ”) and accompanied by evidence of financing and/or financial ability to close. Negotiations with bidders and short-listed prospective bidders invited to make best and final offers.
4	Execution and Transaction Management	Week 11	Selection of winning bidder(s). ² Finalize and execute APS. Receipt of deposit(s) in amount(s) determined by Receiver. APS subject to Canadian and US court approval ³
5	Purchaser Due Diligence	Weeks 12-15	Obtain any further due diligence required.
6	Court Approval and close transaction	Weeks 16-19	Subject to court availability.
<p><u>Notes to Sale Process:</u></p> <p>1. The Receiver reserves the right, in consultation with CBRE and Hillmount, to extend any of the Sale Process timelines and waive strict compliance with any timelines, deadlines or formal requirements.</p>			

	<p>2. The Receiver reserves the right to reject any and all offers for the Real Properties and is under no obligation to accept any offer.</p> <p>3. The acceptance of any offer by the Receiver is strictly subject to approval of the APS and the sale transaction contemplated therein by courts in Canada and the US.</p>
--	---

Further details in respect of the Sale Process are as follows:

- (a) in order to maximize value, the properties will not be marketed with a set list price as prospective purchasers will likely put varying values on the project development work completed to date;
- (b) it contemplates an approximately 10 week process from the date of Court approval to the Bid Deadline and this timeline should provide sufficient time for prospective purchasers to conduct due diligence prior to submitting an offer;
- (c) the properties will be marketed and sold on an “as is, where is” basis and offers will be considered for the Real Properties *en bloc* or separately;
- (d) due to the nature of the assets for sale, the timeline contemplates purchasers requiring additional due diligence post-execution of an APS;
- (e) the Receiver will seek approval of any definitive APS and the transaction contemplated therein from both the courts in Canada and the US; and
- (f) prospective purchasers will have access to the data site information including updated architectural and engineering plans as well as status reports of discussions with municipalities.

On June 13, 2023, the Receiver executed listing agreements with CBRE in respect of the properties, with the exception of Trailwinds.

Trailwinds

The Receiver received a letter of intent to purchase Trailwinds from a prospective purchaser that constructs, owns and operates senior care facilities. The Receiver determined that the prospective purchaser appeared credible and was interested in developing Trailwinds as a senior care facility.

*Legacy Lifestyles Group
Fifth Report to Creditors
June 21, 2023*

The Receiver entered into negotiations with the prospective purchaser in respect of the terms of sale and on June 12, 2013, the parties executed a purchase and sale agreement (“**Purchase Agreement**”). The Purchase Agreement provides for a 90 day due diligence period which can be extended for an additional 60 days subject to the payment of certain non-refundable deposits.

The conditions to closing include the purchaser receiving approval of its proposed development from the municipality. The proposed development is similar to previous proposals and, based on prior approvals for the site, the Receiver is cautiously optimistic that the requisite approvals can be obtained during the due diligence period.

Upon the expiration of the due diligence period, or the purchaser’s waiver of same, if all conditions to closing are or are able to be satisfied, the Receiver will seek approval of the Purchase Agreement and the transaction contemplated therein from the courts in both Canada and the US.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

Attached hereto as **Appendix “D”** is the Receiver’s Interim Statement of Receipts and Disbursements, dated June 20, 2023.

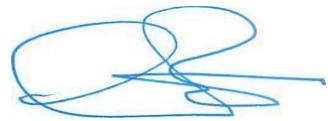
This report has been prepared for the benefit of the creditors of each of the Companies.

If any creditors have any questions about any of the Receiver’s activities discussed in this report, please contact the Receiver forthwith.

Yours very truly,

**ZEIFMAN PARTNERS INC.,
in its capacity as court-appointed Receiver**

Per: _____



Allan Rutman, MBA, CPA, CA
Ph: 416.861.1487
Email: aar@zeifmans.ca

Appendix “J”
to the Third Report of the Receiver



Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 20TH

JUSTICE KIMMEL

)

DAY OF SEPTEMBER, 2022

)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

ORDER

THIS MOTION made by the Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, appointed pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”), for an order approving certain project agreements and granting certain other relief was heard this day by judicial videoconference via Zoom.

ON READING the First Report of the Receiver dated September 9, 2022 (the “**First Report**”), the Supplemental Report to the First Report of the Receiver, dated September 16, 2022 (the “**Supplemental Report**”), the Second Supplemental Report to the First Report of the Receiver, dated September 19, 2022, the Factum of the Receiver, dated September 16, 2022, the affidavit of Allan Rutman affirmed September 8, 2022 (the “**Rutman Affidavit**”), the affidavit of Sara-Ann Wilson sworn September 8, 2022 (the “**Wilson Affidavit**”), the affidavit of Farley Cohen, affirmed September 9, 2022 (the “**Cohen Affidavit**”), and the affidavit of Mark Ber, affirmed September 17, 2022, and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as were present:

SERVICE

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

RECEIVER’S ACTIVITIES AND R&D

2. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver as described therein, be and are hereby approved.

3. **THIS COURT ORDERS** that the Receiver’s interim statement of receipts and disbursements, for period from February 11, 2022 to September 7, 2022, be and is hereby approved.

FEES

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from November 1, 2021 to August 31, 2022, and its counsel, for the period from February 2, 2022, to August 31, 2022, as set out in the First Report, the Rutman Affidavit and the Wilson Affidavit, be and are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of Cohen Hamilton Steger & Co. Inc. in its capacity as inspector, and its counsel, for the period from February 17, 2021, to August 31, 2022, as set out in the Cohen Affidavit, be and are hereby approved.

PROJECT AGREEMENTS

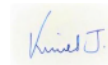
6. **THIS COURT ORDERS** that the following agreements (collectively, the “**Project Agreements**”) be and are hereby approved:

- (a) the Development Services Agreement to be entered into by the Receiver and N21 Group, LLC, with such amendments as may be necessary for each of the Projects (as defined in the First Report), attached as Appendix “A” to the Supplemental Report;
- (b) Financial Broker Services Engagement and Non-Disclosure Agreement, to be entered into by the Receiver and Twisted Rock LLC, attached as Confidential Appendix “1” to the Supplemental Report; and
- (c) Engagement Agreement – Preparation of Offering Memorandum, to be entered into by the Receiver and N21, attached as Confidential Appendix “2” to the Supplemental Report.

7. **THIS COURT ORDERS** the Receiver is authorized and directed to execute the Project Agreements, with such minor amendments as the Receiver may deem necessary, and take such additional steps and execute such additional documents as may be necessary or desirable to carry out its obligations set forth therein.

SEALING

8. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices from the First Report and the Supplemental Report and that the Confidential Appendices be sealed from the public record until the closing of sale transactions or refinancing in respect of the Real Properties (as defined in the First Report) or further order of the Court.



Digitally signed by Jessica
Kimmel
Date: 2022.09.30 12:09:43
-04'00'

Court File No. CV-22-00674717-00CL & CV-21-00668821-00C

Court File No. CV-21-00668821-00C

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendant

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

Court File No. CV-22-00674717-00C
LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Responders

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

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*



Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 20TH

JUSTICE KIMMEL

)

DAY OF SEPTEMBER, 2022

)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

ORDER

THIS MOTION made by the Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, appointed pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”) for an order amending the Receivership Order to increase the Receiver’s borrowing capacity and granting certain other relief was heard this day by judicial videoconference via Zoom.

ON READING the First Report of the Receiver dated September 9, 2022 (the “**First Report**”), the Supplemental Report to the First Report of the Receiver, dated September 16, 2022 (the “**Supplemental Report**”), the Second Supplemental Report to the First Report of the Receiver, dated September 19, 2022, the Factum of the Receiver, dated September 16, 2022, the affidavit of Allan Rutman affirmed September 8, 2022, the affidavit of Sara-Ann Wilson sworn September 8, 2022, the affidavit of Farley Cohen, affirmed September 9, 2022, and the affidavit of Mark Ber, affirmed September 17, 2022, and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as were present:

FUNDING OF THE RECEIVERSHIP

1. **THIS COURT ORDERS** that paragraph 29 of the Receivership Order be and is hereby amended by deleting “\$3,600,000.00 CAD” and inserting “\$4,231,845 USD”. All other provisions of the Receivership Order shall remain in full force and effect, unamended hereby.
2. **THIS COURT ORDERS** that the Amendment to Term Sheet between Hillmount Capital Inc. and the Receiver (the “**Amendment to Term Sheet**”), attached as Appendix “C” to the Supplemental Report, be and is hereby approved and the Receiver is authorized and directed to execute the Amendment to Term Sheet with such minor amendments as the Receiver may deem necessary.

GENERAL

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

4. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



Digitally signed by Jessica
Kimmel
Date: 2022.09.30 12:08:19
-04'00'

Court File No. CV-22-00674717-00CL & CV-21-00668821-00C
and
Court File No. CV-21-00668821-00C
HUNTER MILBORNE et al.
Defendant
and
Court File No. CV-22-00674717-00C
LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondent

BERKID INVESTMENTS LIMITED
Plaintiff

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

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

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-21-00668821-00CL HEARING September 20, 2022
DATE: _____

NO. ON LIST: 3

TITLE OF PROCEEDING: BERKID INVESTMENTS LIMITED et al v. MILBORNE et al
BEFORE JUSTICE: MADAM JUSTICE KIMMEL

PARTICIPANT INFORMATION**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Greg Roberts	Counsel for Plaintiffs	Greg.roberts@roblaw.ca

For Defendant, Respondent, Responding Party, Defence, Other:

Name of Person Appearing	Name of Party	Contact Info
Kenneth Kraft; Sara-Ann Wilson	Counsel for Receiver Zeifman Partners Inc.	Kenneth.kraft@dentons.com Sara.wilson@dentons.com
Philip Millar	Counsel for Morgan Marchant	phillip@millarslaw.com
Lorne Silver	Counsel for Court Appointed Inspector – Cohen Hamilton Steger & co	lsilver@cassels.com
Fred Tayar	Counsel for Hillmount Capital Inc.	fred@fredtayar.com
Michael Katzman	Counsel for Intervenor Investors	mkatzman@katzmanlitigation.com
Farley Cohen	Inspector	fcohen@cohenhamiltonsteger.com
Allen Rutman	Receiver	aar@zeifmans.ca

ENDORSEMENT OF JUSTICE KIMMEL:**The Motion**

1. Zeifman Partners Inc. (“Zeifman” or the “receiver”) was appointed as the receiver over the assets, undertakings and properties (“Property”) of the respondent debtors and certain other affiliates (together the “debtors”) by consent order dated February 11, 2022 (the “Receivership Order”).
2. The receiver was appointed to determine the viability of refinancing and developing the debtors’ five real estate projects in Florida that were ear marked for the development of senior care facilities (“the Projects”). For this purpose, the Receivership Order authorized certain borrowing and allowed the receiver to engage consultants and request proposals with respect to refinancing, investments or joint ventures.
3. At the time of the receiver’s appointment, Conway J. stated in her endorsement, dated February 11, 2022, that it was “hoped and expected that the Receiver will be able to refinance the properties rather than sell them over the next six months resulting in enhanced value to investors.” If the receiver could not refinance and develop the Projects, it was contemplated that they would be sold.
4. The receiver is seeking approval for some additional time and increased authorized borrowing to carry through on its refinancing efforts. Otherwise, the properties upon which the Projects were intended to be constructed will have to be sold now. The receiver acknowledges that it will remain a possibility that some or all of these properties may still have to be sold if its refinancing efforts do not prove fruitful. Nonetheless, the receiver believes it is in the interests of the debtors and their stakeholders for it to pursue the refinancing efforts, even though they will take longer and cost more than had been originally contemplated.

The Receiver’s Activities Since the Receivership Order

5. The receiver secured up to \$3.6 million CAD (\$2.75 million USD) in funding from Hillmount Capital Inc. (“Hillmount”) based on the authorization it received under the Receivership Order.
6. Since the Receivership Order, the receiver has engaged in potential refinancing and development discussions with a consulting firm, N21 Group LLC (“N21”) and a financial brokerage firm, Twisted Rock LLC (“Twisted Rock”). N21 and a related firm, Lawson Group Architects, together have experience in the development and construction of senior living facilities and Florida real estate. Moreover, both N21 and Twisted Rock previously worked with the debtors in an (at the time, unsuccessful) effort to market the Projects to potential financiers. As a result, these consultants have some familiarity with the Projects.
7. The receiver’s activities and proposals are detailed in its First Report dated September 9, 2022, the Supplemental Report dated September 16, 2022 and the Second Supplemental Report dated September 19, 2022. Despite its efforts, and due to unanticipated complications, including delays in obtaining necessary title insurance, the receiver was unable to secure the necessary interim borrowing from Hillmount until May 23, 2022. Until these funds were secured, the receiver was not able to engage in meaningful discussions with potential developers and financiers (lenders or investors). This is explained

in the First Report, in which the receiver outlines amounts already expended in furtherance of its refinancing efforts (for example, to pay off substantial accrued realty taxes) and also explains what additional funds it expects it will have to expend to meet pre-conditions to closing any refinancing.

8. The receiver's initial discussions with N21/Lawson disclosed, as detailed in its First and supplemental reports, that more work than originally anticipated was necessary to prepare the Projects to be marketed to prospective financiers (both lenders and/or investors). This was due to, among other things, Florida building code changes, the lapse of time, the need to update marketing studies and the need to retain a new operator, general contractor and developer. The receiver does not propose to act as an operator for the Projects. Any eventual operator will be chosen by the new debt/equity investors.
9. The receiver determined that it could not simply reengage prospective investors that had previously submitted term sheets in respect of the Projects. Instead, the receiver now understands that funds will need to be expended to advance the Projects to a "shovel ready" condition to show commitment to the Projects, and to gain credibility with prospective financiers.

The Receiver's Recommendations

10. The receiver seeks court approval to work with N21 in bringing the Projects to a marketable condition. N21 has advised the receiver about the considerable work is required to prepare the Projects to be marketed to potential financiers in "shovel ready" condition. With court approval, the necessary work to bring the Projects to a "shovel ready" and marketable condition would be completed under Phase 1 of the proposed "Development Services Agreements" with N21. The receiver believes, based on its experience and the advice it has received, that once the Projects are "shovel ready" they will be far more attractive to financiers as there will be significantly reduced uncertainty with respect to the Projects' ultimate construction.
11. Phase 2 construction of the Projects will only proceed if acceptable debt or equity financing is secured. Hillmount is prepared to enter into an amended term sheet and provide additional financing needed for the receiver to complete Phase 1 and has provided a proposed "Amendment to Term Sheet" that the receiver seeks the court's approval of.
12. The receiver has recommended that the court authorize it to enter into the proposed Project agreements with N21, a financial broker services agreement with Twisted Rock, and to increase its borrowing capacity and enter into the amended term sheet with Hillmount for the additional financing needed to meet the current budget for past and forecasted expenses that have or will be incurred in connection with the Projects and the receivership up to the completion of Phase 1. This is what the receiver says it needs to do to make an informed recommendation to the stakeholders and the court as to whether the Projects can, and should, be refinanced and developed, or sold.
13. The Phase 1 budgets appended to the receiver's First Report detail the anticipated funds necessary to bring the Projects to the "shovel ready" condition. They exceed the currently authorized borrowing limit under the Receivership Order by nearly \$1.5 million USD (up to a maximum of \$4,231,845 USD from the receiver's initial loan request of \$2,750,000 USD). These budgets also contemplate an 18 month loan term (as opposed to the originally proposed 12), with up front spending to extinguish additional expenses not previously budgeted for. For example, N21's retainer requires reimbursement for disbursements previously incurred by it for the benefit of the Projects.
14. The receiver considers the Projects to be potentially viable development sites. As such, it is recommending that it be authorized to enter into the necessary agreements and attempt to secure the

necessary additional financing. This will also take additional time, beyond the six months originally anticipated to refinance the properties at the time of the Receivership Order. Some of that additional time takes into account the delays already experienced in securing the initial financing from Hillmount and securing the Amendment to Term Sheet. The receiver also notes that each Project will take varying times to complete Phase 1, varying from as little as two months to more than six additional months.

The Opposing Positions

15. The plaintiffs oppose the receiver's motion. They are investors in three of the five Projects. They represent 56% of the invested value in the Destin Project, 25.2 % of the value invested in the Summerlin Project and 28.4% of the invested value in the Trailwinds Project. They are not investors in either the Ocoee or Longleaf Projects. The plaintiffs assert that the receiver is simply re-engaging the team that was unsuccessful in assisting the debtors pre-receivership and implementing a flawed development plan that is doomed to fail; in other words, throwing good money after bad, and in the process further dissipating their equity.
16. The receiver disagrees with the plaintiffs' characterization. It believes the additional work and cost of completing Phase 1, bringing the Projects to "shovel ready" condition and closer to construction, could significantly enhance the recoveries for investors upon a successful refinancing.
17. The receiver sees long-term value for investors by bringing the Projects to completion. Rather than selling the properties now at a significant loss to investors, the receiver argues that spending the proposed amount of additional time and money will yield a benefit to investors. This was the benefit the receiver hoped to achieve but was unable to within the six months afforded by the Receivership Order.
18. In any event, the receiver expects that the Phase 1 work will enhance the marketability of the properties as senior care facility sites. In other words, the receiver believes that, even if it is ultimately determined that the Projects have to be sold before development because they cannot be refinanced, the time and money invested into the Phase 1 work will still enhance the value of the properties and lead to higher recoveries for investors than they would receive if the properties are sold now in their current condition, at a guaranteed loss. If no suitable financing proposals are received, the receiver has indicated it will list the properties for sale.
19. The plaintiffs argue that the receiver's "belief" is not grounded in any new information or facts. They contend that, at a minimum, the receiver should have obtained current appraisals of what the incremental increase in value of each of the properties will be if they are brought to a "shovel ready" state, rather than sold in their existing ("as is") state. The plaintiffs want to be assured that the incremental value to investors will exceed the incremental cost in the worst case scenario, where the properties still end up having to be sold because refinancing cannot be secured.
20. The receiver's assessment is that an appraisal commissioned now of the expected value of the properties after Phase 1 would be too speculative and could not provide the assurance that the plaintiffs seek. The receiver expects that appraisals obtained now would contain qualifications and be subject to a level of uncertainty that would not meaningfully contribute to its current assessment and recommendations. In such circumstances, the receiver does not consider the cost of obtaining such an appraisal for each Project to be justified.
21. As a court officer, and drawing on its own experience and the experience of the consultants that it proposes to engage, the receiver considers the additional time and expense of the now proposed authorizations it

seeks (to enter into the Project Agreements and increase its authorized borrowing) to be in the best interests of the investors of the Projects.

22. Aside from the plaintiffs, the other investors who the receiver has heard from have expressed support for the receiver's recommendations and approvals sought on this motion. They comprise 29% of the value invested in the Destin Project, 48% of the value invested in the Summerlin Project, 54% of the value invested in the Trailwinds Project, 62% of the value invested in the Ocoee Project and 62% of the value invested in the Longleaf Project.

Analysis

23. The court gives significant deference to decisions and recommendations of a court appointed receiver.
24. As noted by the Court of Appeal in *Re Ravelston Corp.*, 2005 CanLII 63802 (ON CA), para. 40: "If the receiver's decision is within the broad bounds of reasonableness, and if it proceeds fairly, having considered the interests of all stakeholders, the court will support the receiver's decision." This was the conclusion of the Court of Appeal after reviewing the challenges often faced by receiver's in situations such as this:

Receivers will often have to make difficult business choices that require a careful cost/benefit analysis and the weighing of competing, if not irreconcilable, interests. Those decisions will often involve choosing from among several possible courses of action, none of which may be clearly preferable to the others. Usually, there will be many factors to be identified and weighed by the receiver. Viable arguments will be available in support of different options. The receiver must consider all of the available information, the interests of all legitimate stakeholders, and proceed in an evenhanded manner. That, of course, does not mean that all stakeholders must be equally satisfied with the course of conduct chosen by the receiver.

25. The court generally is "...reluctant to second-guess the considered business decisions made by the receiver in arriving at its recommendations." See *Re Regal Constellation Hotel Ltd.* (2004), 71 O.R. (3d) 355 (C.A.), at para. 23. The receiver's decisions and recommendations are reinforced in this case by the support of the majority of investors (by value and number) on all but one of the Projects, which gives the court even further cause to defer to the receiver's recommendations, despite the increased time and cost.
26. Although the Projects are not being dealt with together, there are other investors in each Project, including in the one Project in which the plaintiffs have invested a majority of the value, and there is a commonality of interests in other Projects as well. It would not be efficient, nor in the interests of all stakeholders, for the one Project to be treated differently from the others in the analysis of the viability of its refinancing and development. This is not a situation where the plaintiffs can simply be carved out of the proposed course of action without impacting other investors.
27. The plaintiffs appear to want some hard evidence (such as new future-oriented appraisals) or some other sort of a guarantee that the additional funds borrowed and invested in Phase 1 will be recouped under all possible eventual outcomes. That is not a realistic perspective, nor one that could be met in most receivership situations, if that was the test. But it is not the test. The receiver has completed the analysis, weighed the options and prioritized the potential outcomes, recommending the continued exploration of the financing option before the investors' collective losses are crystalized through a sale of the underlying Project properties.

28. Upon hearing the parties' submissions and after careful consideration, I agree that requiring the receiver to spend money now on appraisals that will be even more speculative and qualified than appraisals normally are, and that will likely have to be re-done at the end of Phase 1 to support the next recommendations of the receiver (whatever they may be), will only add to the delay and expense and is unlikely to meaningfully add to the analysis. Thus, I am not requiring that those appraisals be done now, although I do note that the next time the court is asked to consider further recommendations updated appraisals might be expected or required. I understand that the cost of updated appraisals is part of the Phase 1 budget in any event.
29. The receiver's decision and recommendations to the court in support of this motion have been informed by its own experience and that of experienced consultants. The fact that the consultants previously dealt with the debtors does not render them unqualified, nor does it taint the receiver's objectivity. The receiver has explained why it is more economic and efficient to deal with consultants with knowledge of the Projects, rather than starting from scratch and why it considers them to be sufficiently qualified and experienced to provide the necessary consulting advice.
30. The court defers to the receiver's advice and recommendations regarding the proposed Project Agreements and proposed increase in its authorized borrowing, and these are approved.

Sealing Order

31. A time limited and limited scope sealing order is sought in respect of specific confidential appendices that contain commercially sensitive information that, if disclosed, could materially and negatively impact the marketing and sale of the properties and, in turn, negatively impact the debtors and their stakeholders.
32. Consistent with this, none of the stakeholders oppose granting the requested sealing order. It would not be in any of their interests for the information contained in the proposed confidential exhibits to be prematurely available in the public domain until the receiver has had the opportunity to explore the various options under consideration without giving third-parties with which it may be negotiating access to the confidential information that, but for the receivership, would not necessarily be readily available to them.
33. The proposed partial sealing order appropriately balances the open court principle and legitimate commercial requirements for confidentiality in a receivership where various options are being considered. It is necessary to avoid any interference with subsequent attempts to market and sell the properties, and any prejudice that might be caused by publicly disclosing confidential and commercially-sensitive information prior to the completion of any potential refinancing or sale transaction. These salutary effects outweigh any deleterious effects, including the effects on the public interest in open and accessible court proceedings.
34. The analysis of the temporary sealing order requested in respect of the Project Agreements is different, but ultimately leads to the same conclusion. The fact that the parties to the Developments Agreements and Twisted Rock Agreement have agreed that they be kept confidential and have agreed that the court be asked to seal them is not a justification, in and of itself, for granting the requested sealing order over those agreements. However, since much of what is covered by these agreements is not being implemented now, and may never be depending on what the receiver ultimately recommends in the Phase 1 process, there is a public interest in allowing a receiver the flexibility to pursue and keep "in play" various potential commercial alternatives while the potential value maximizing opportunities are explored.

35. Given the current commercial uncertainty, the court favours allowing these agreements to be sealed on the proposed temporary basis while Phase 2 is kept “on hold” pending the receiver’s ongoing work in Phase 1.
36. The fact that this is not a permanent sealing order factors prominently in the analysis. By the express terms of the revised order presented to the court, the confidential appendices shall only remain sealed until the closing of a sale transaction or refinancing transaction in respect of the properties, or until further order of the court. The receiver has represented that it will be back in court seeking approval for its next recommended steps. The question of whether it is appropriate for the current confidential exhibits, or any new evidence filed, to be sealed will need to be revisited at that time.
37. In the meantime, for the immediate purposes I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and meets the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41, [2005] 2 S.C.R. 188 requirements, as reformulated in *Sherman Estate v. Donovan*, 2021 SCC 25, 458 D.L.R. (4th) 361, at para. 38. Granting this order is consistent with the court’s practice in these types of proceedings of granting limited partial sealing orders and I find it to be in the interest of justice to do so.
38. Over the course of this motion it was discovered that some of the confidential information contained in the confidential exhibits was inadvertently disclosed elsewhere in what will become the public record once the materials are filed. In addition to the sealing provided for in the signed order, the court orders and directs the following further proviso to permit these inadvertent disclosures to be redacted from what will be the publicly filed version of the motion record:

The receiver is authorized and directed to redact from Appendix “O” to the First Report of the Receiver, dated September 9, 2022, the appraised values and market values of the Real Properties and the loan to value calculations, and file its redacted Motion Record, dated September 9, 2022 with this Court. The previously filed Motion Record of the Receiver, dated September 9, 2022, shall be sealed and not form part of the public record until the closing of any the sales transactions or refinancing in respect of the subject real properties or further order of the court.

39. The receiver is directed to ensure that the sealed confidential exhibits are provided to the court clerk at the filing office in an envelope with a copy of this endorsement and the signed order with the relevant provisions highlighted so that the confidential exhibits can be physically sealed.

Fee Approval

40. The professional fees for which approval is sought are supported by affidavits, detailing the work done and hourly rates charged, as well as disbursements, of the receiver and the inspector and their respective legal counsel. None of these have been challenged. These fees are reasonable, commensurate with the work and activities outlined and they are approved.

Final Disposition and Costs

41. Orders are to go in the forms signed by me today, dated September 20, 2022, with immediate effect and without the necessity of formal issuance and entry. Any party may take out a formal order if so advised by following the procedure under Rule 59.

42. The court was not asked to make any order as to the costs of this motion, and no order as to costs is made.

A handwritten signature in black ink that reads "Kimmel J." with a period at the end. The signature is written in a cursive, slightly slanted style.

KIMMEL J.

September 30, 2022

Appendix “K”
to the Third Report of the Receiver



Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 23rd

JUSTICE STEELE

)

DAY OF MAY, 2023

)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

ORDER

THIS MOTION made by the Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, appointed pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”), for an order approving the Sale Process (as defined in the Second Report) in respect of the Real Properties (as defined in the Receivership Order), authorizing and directing the Receiver to conduct the Sale Process, and granting certain other relief was heard this day by judicial videoconference via Zoom.

ON READING the Second Report of the Receiver, dated May 10, 2023 (the “**Second Report**”), the Supplemental Report to the Second Report of the Receiver, dated May 18, 2023, (the “**Supplemental Report**”), the affidavit of Allan Rutman affirmed May 9, 2023 (the “**Rutman Affidavit**”), the affidavit of Sara-Ann Wilson sworn May 9, 2023 (the “**Wilson Affidavit**”), and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as were present:

SERVICE

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

RECEIVER’S ACTIVITIES AND R&D

2. **THIS COURT ORDERS** that the Second Report and the Supplemental Report, and the activities and conduct of the Receiver as described therein, be and are hereby approved.

3. **THIS COURT ORDERS** that the Receiver’s interim statement of receipts and disbursements, as of May 9, 2023, be and is hereby approved.

FEES

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel for the period from September 1, 2022, to April 30, 2023, as set out in the Second Report, the Rutman Affidavit and the Wilson Affidavit, be and are hereby approved.

SALE PROCESS

5. **THIS COURT ORDERS** that the Sale Process, with such amendments as the Receiver may deem necessary in accordance with the terms of the Sale Process, be and is hereby approved.

6. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as it deems necessary or advisable to carry out and perform its obligations under the Sale Process, including engaging CBRE Group, Inc. to list the Real Properties for sale.

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

SEALING

8. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices from the Second Report and the Supplemental Report and that the Confidential Appendices be sealed from the public record until the closing of sale transactions in respect of the Real Properties or further order of this Court.

GENERAL

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and its respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.



Court File No. CV-22-00674717-00CL & CV-21-00668821-00C
and
Court File No. CV-21-00668821-00C
HUNTER MILBORNE et al.
Defendant
and
Court File No. CV-22-00674717-00C
LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondent

BERKID INVESTMENTS LIMITED
Plaintiff
and
LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1
Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
Fax: 416 863-4592
kenneth.kraft@dentons.com
Sara-Ann Wilson (LSO # 56016C)
Tel: (416) 863-4402
sara.wilson@dentons.com
*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*

Appendix “L”
to the Third Report of the Receiver

REAL ESTATE PURCHASE AND SALE AGREEMENT.

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 9th day of October, 2023 ("Effective Date"), by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose post office address is 120 Lowery Place SE, Fort Walton Beach, Florida 32548 ("Buyer"), and ZEIFMAN PARTNERS, INC., ("Receiver"), in its capacity as court-appointed receiver of LEGACY LIFESTYLES DESTIN PROPERTY, LLC, et al, a Delaware limited liability company ("Seller").

1. Recitals.

1.1. Seller is the lawful owner of that real property located at 401 Beach Drive, Destin, in Okaloosa County, Florida 32548 identified as Parcel ID No. 00-2S-22-0000-0071-0000 consisting of approximately 7.6 acres, as ~~shown~~ more particularly described on Exhibit A, attached hereto and incorporated herein (the "Property"). Exhibit A hereto shall automatically be replaced with the Legal Description (defined below) once the Legal Description has been established by the Vesting Deed (defined below) and the Survey (defined below).

1.2. Pursuant to the Amended Order of the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), dated February 11, 2022 (the "Receivership Order"), Receiver was appointed as Seller's court-appointed receiver.

1.3. Pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief issued by the United States Bankruptcy Court for the Middle District of Florida (the "U.S. Bankruptcy Court"), the Canadian receivership proceedings were recognized in the United States.

1.4. Receiver, on behalf of Seller, desires to sell, and Buyer desires to purchase, subject to the Permitted Encumbrances (defined below), the Property pursuant to the terms of this Agreement.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be [REDACTED] of which Ten Percent (10%) ("Initial Earnest Money") shall be deposited, subject to Section 3 below, within ~~five (5)~~ ten (10) business days of the Effective Date. At Closing (defined below), the Earnest Money (defined below) shall be credited toward the Purchase Price, and the remainder of the Purchase Price, subject to Closing adjustments and prorations, shall be paid to Receiver.

3. Earnest Money. The Earnest Money shall be deposited and held by Covenant National Title, 7101 S. 82nd Street, Suite 102, Lincoln, NE 68516, Attention: Lori Oden-Muth ("Escrow Agent"). At Buyer's option, the Earnest Money shall be held in an interest bearing account for Buyer's benefit. Except as otherwise provided in this Agreement, if this Agreement is terminated according to its terms, then Buyer shall be entitled to a full refund of the Earnest Money from the Escrow Agent within five (5) business days of the terminating party providing written

notice of said termination to the non-terminating party.

4. Title Insurance; Survey.

4.1. Title Insurance; Survey. Prior to the expiration of the Due Diligence Period (defined below):

4.1.1. Title Insurance. Buyer shall obtain a commitment for an owner's policy of title insurance in an amount not less than the Purchase Price, including copies of all special exception documents identified in the commitment (collectively, the "Title Commitment"). Subject to the terms and conditions of this Agreement, upon Closing, Buyer shall receive an owner's policy of title insurance ("Owner's Policy") issued by the Escrow Agent, in the amount of the Purchase Price (or any other amount Buyer deems necessary), showing good and marketable title to the Property in Buyer, subject only to (i) current taxes and assessments not then due and payable, and (ii) any Permitted Exceptions (defined below). The cost of the Title Commitment and the Owner's Policy shall be paid by the Buyer.

4.1.2. Survey. Buyer shall obtain a survey for the Property ("Survey"). The cost for the Survey shall be paid by the Buyer.

4.2. Objection and Cure Period. Buyer shall have ten (10) calendar days from the receipt of the later of the Title Commitment or Survey referred to in Section 4.1 above (the "Objection Period") to notify Receiver of any objections to the Property disclosed by the information received by Buyer ("Buyer's Objection Letter"). Receiver shall respond to Buyer's Objection Letter within five (5) business days of Receiver's receipt thereof denoting which objections Receiver elects to cure, and which objections Receiver declines to cure ("Receiver's Response Letter"). As to the objections Receiver elects to cure, Receiver shall have a cure period not to exceed ten (10) calendar days from Receiver's delivery to Buyer of Receiver's Response Letter to cure or correct Buyer's objections contained in Buyer's Objection Letter ("Cure Period"). If either (i) Receiver declines to cure certain objections which, in Buyer's discretion, render the Property unfit for Buyer's intended use; or, (ii) Receiver is unable to cure such objections within the Cure Period; then Buyer, at its option, within the Due Diligence Period, may elect either to accept the Property in its then existing condition or terminate this Agreement and the Earnest Money shall be returned to Buyer, after which the parties shall have no further obligations under this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have automatically accepted the Property in its then existing condition, including, but not limited to, easements, restrictions, encumbrances, and other matters of record, or matters revealed by Buyer's Due Diligence investigation, that existed as of the Effective Date (the "Permitted Encumbrances") and to have waived any further objection to the condition of the Property and shall be required to proceed to Closing, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Receiver shall have an affirmative obligation to remove all mortgages, liens and other monetary encumbrances from title to the Property at or before the Closing, and such items shall not be considered Permitted Encumbrances; however, Receiver shall not be responsible for removing any mortgages, liens and other monetary encumbrances placed on the Property by Buyer or as a result of Buyer's activities on or investigations of the Property. If, for any reason, the Objection Period and/or Cure Period

expire after the Due Diligence Period, the Due Diligence Period shall automatically be extended to expire upon the expiration of the Cure Period.

5. Due Diligence Period.

5.1. Evaluation/Feasibility. Buyer shall have ~~thirty (30)~~ sixty (60) calendar business days from the Effective Date of this Agreement to review and approve the suitability of the Property and to ensure that any conditions, limitations, requirements, rules, and regulations of any governmental agency having jurisdiction over the Property are acceptable to Buyer and that the use limitation or its intended use as an age-restricted independent living facility are is waived or expanded by the Diocese of Pensacola-Tallahassee to allow for uses acceptable and to the satisfaction of Buyer ("Due Diligence Period"). During the Due Diligence Period the Receiver and the Seller will fully cooperate with Buyer in its efforts to have the above referenced use restriction waived or expanded to include uses acceptable to Buyer and shall consent to and approve any such waivers or expansion of acceptable uses. Further, during the Due Diligence Period, Buyer and its employees and agents shall have the right, upon not less than forty-eight (48) hours' notice to Receiver, to enter upon the Property and perform such inspections and testing as it deems necessary to determine suitability of the Property for its intended use, including, but not limited to the inspections and testing set forth in this Section (the "Due Diligence Investigation"). Receiver shall have the right to be present at all times while Buyer or Buyer's employees and/or agents are present on the Property. Buyer shall restore the Property to its original condition if such tests alter the grade, compaction, or vegetation. The cost of the inspections and testing described in this Section shall be paid for by Buyer. If Buyer determines, during the Due Diligence Period, the Property is not satisfactory for any reason whatsoever, then Buyer may, in its sole discretion, terminate this Agreement by sending written notice to Receiver, and Buyer shall be entitled to a full refund of the Earnest Money, subject to the terms and conditions of this Agreement. Buyer shall have until the expiration of the Due Diligence Period (as extended, per Section 5.2 below) to complete its Due Diligence Investigation and decide, in Buyer's sole discretion, whether the Property is satisfactory to Buyer so as to proceed to Closing. Upon the expiration of the Due Diligence Period, Buyer shall have no further rights to terminate this Agreement except as expressly set forth in other sections of this Agreement.

5.2. Buyer Option to Extend. Buyer shall have the right to extend the Due Diligence Period for thirty (30) days by providing written notice to Receiver of said extension prior to the expiration of the Due Diligence Period and by depositing an additional [REDACTED] in non-refundable earnest money with the Escrow Agent, which shall be credited against the Purchase Price ("Additional Earnest Money") and, together with the Initial Earnest Money, the "Earnest Money"). Upon Buyer's extension of the Due Diligence Period pursuant to this Section, the Additional Earnest Money only shall automatically become non-refundable except as otherwise expressly set forth in this Agreement.

5.3. Application Filing or Amendment. Buyer shall have the option of filing with any governmental agency having jurisdiction over the Property for its intended use any application or amendment to an existing application for the Property ("Application"). This Agreement is contingent upon receiving, in Buyer's sole discretion, satisfactory approval of any Application filed with a governmental agency for its intended use. If, as of the expiration of the

Due Diligence Period, Buyer has not yet obtained approval of any Application, then Buyer may, in its sole discretion, either (i) terminate this Agreement and all Earnest Money shall be paid to Receiver unless notice of such termination is provided prior to the expiration of the Due Diligence Period, in which event the Initial Earnest Money shall be refunded to Buyer and the Additional Earnest Money, if deposited by Buyer, shall be disbursed to Receiver, or (ii) waive this contingency and proceed to Closing. Upon request from Buyer, Receiver agrees to reasonably assist Buyer, at Buyer's sole cost and expense, in furtherance of an Application, including executing documentation required or requested by Buyer.

5.3.1. The execution of this Agreement by the Receiver is strictly subject to approval of this Agreement and the transaction contemplated herein by the U.S. Bankruptcy Court and the Canadian Court. Closing may only occur if the Court Approval Orders (defined below) have been obtained such that the transaction contemplated herein may be completed and fee simple title, free of encumbrances other than as agreed upon by Buyer, may be vested fully in Buyer.

6. Risk of Loss. Seller shall bear the entire risk of loss until Closing.

6.1. Eminent Domain. If, after the Effective Date and prior to Closing, Receiver receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof, Receiver shall notify Buyer within five (5) days after Receiver's knowledge of such proceedings, and Buyer shall elect within five (5) business days from and after such notice, by written notice to Receiver, either: (i) not to close the transaction contemplated hereby in which event (a) the Escrow Agent shall immediately return all Earnest Money to Buyer, and (b) neither party shall have further liability to the other arising out of this Agreement (except for such obligations that specifically survive termination of this Agreement); or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event Receiver shall assign its rights and Seller's rights in any condemnation award or proceeds to Buyer. If Buyer does not make such election within the aforesaid five (5) business day period, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with Section 7 hereof.

7. Closing. The transaction contemplated hereby shall be conducted remotely via escrow through the Escrow Agent, at a time acceptable to Receiver and Buyer, and in any event no later than fifteen (15) calendar days following the later to occur of the expiration of the Due Diligence Period and the issuance of all Court Approval Orders (as defined in Section 12.1.5) ("Closing"), and final approval of this Contract by Buyer at a duly noticed public hearing unless extended by agreement of both parties.

7.1. Closing Deliverables. At Closing, Receiver and Buyer, as applicable, agree to deliver (or cause to be delivered) to the other party, in accordance with the terms of this Agreement, the following:

7.1.1. Receiver shall deliver a special warranty deed in recordable form, conveying marketable title to the Property from Seller to Buyer, subject only to (i) current taxes and assessments not yet due and payable, and (ii) any Permitted Encumbrances (the "Deed"),

which Deed shall contain a legal description of the Property that matches the current deed vesting title in the Property in Seller ("Vesting Deed") and the legal description contained in the Survey (if the Survey provides a modernized legal description, the legal description shall include both the description contained in the Vesting Deed and the Survey) (the "Legal Description");

7.1.2. Receiver shall deliver a vendor's/owner's affidavit in a form acceptable to the Escrow Agent sufficient to remove all standard non-survey exceptions from the Owner's Policy;

7.1.3. Receiver shall deliver an affidavit in a form acceptable to the Escrow Agent stating Seller is not a "foreign person", as such term is used in §1445 of the Internal Revenue Code;

7.1.4. The Escrow Agent shall deliver the Title Policy, which Title Policy shall contain, in Schedule A, the Legal Description;

7.1.5. Receiver and Buyer shall deliver evidence of their respective capacity and authority for Closing if required by the Escrow Agent;

7.1.6. Receiver and Buyer shall deliver a closing statement to be prepared by the Escrow Agent (the "Closing Statement") setting forth the Purchase Price and all prorations, adjustments, debits, and credits pursuant to the terms of this Agreement, including, without limitation, the Earnest Money (the "Net Purchase Price");

7.1.7. Buyer shall deliver the Net Purchase Price per the Closing Statement; and

~~7.1.7.7.1.8.~~ Receiver and Seller shall deliver an assignment of the easement rights provided to Seller under that certain Easement and Use Limitation Agreement dated May 27, 2016 and recorded at Book 3250, Page 2516 of the Official Records of Okaloosa County, Florida; and

~~7.1.8.7.1.9.~~ All other documents Buyer, Receiver or the Escrow Agent reasonably deems necessary or appropriate to complete the transaction contemplated by this Agreement.

7.2. Receiver Costs at Closing. At Closing, Receiver shall be responsible for the following costs: Receiver's attorney's fees and expenses, all recording costs and filing fees in connection with the cure of any valid title objection, one-half of any escrow costs or charges and any title examination or search fees, Broker Commissions as defined in Section 13 of this Agreement, prorated real estate taxes through the date of Closing, lookback/rollback/lower use reduced taxes (if applicable), and any other costs and expenses actually incurred by Receiver or Seller including, without limitation, any payoffs with respect to any loans actually incurred by Receiver. Seller shall be liable for all real estate taxes for all calendar years prior to Closing. Taxes for the year of closing shall be prorated as of the date of Closing, computed on the basis of prior years' taxes unless the current year mil levy is available.

7.3. Buyer Costs at Closing. At Closing, Buyer shall be responsible for the following costs: recording cost of the special warranty deed from Seller to Buyer, Buyer's attorney's fees and expenses, state real estate transfer tax, the Owner's Policy, one-half of any escrow costs or charges and any title examination or search fees, cost of any inspections or surveys conducted by Buyer or Buyer's agents, prorated real estate taxes excluding lookback taxes (if applicable) from the date of Closing for the balance of the calendar year the Closing occurs, and any other costs and expenses actually incurred by Buyer including, without limitation, the costs associated with any loans obtained by Buyer in connection with its purchase of the Property. Any premiums for any Lender's title policy or any endorsements to the Owner's Policy or Lender's title policy shall be at the Buyer's sole cost and expense.

8. Title and Possession. At Closing, Receiver agrees to deliver a special warranty deed to the Property conveying to Buyer fee simple title to the Property subject only to the Permitted Encumbrances. Receiver shall deliver possession of the Property to Buyer at Closing.

9. Receiver's Disclosures. Within fifteen (15) calendar days from the Effective Date, to the extent such documentation is not available in the data room maintained by Receiver or its broker, Receiver shall disclose to Buyer all documentation in its possession relating to the Property including, but not limited to, previous inspection reports, soils investigation reports, environmental reports, site layouts, surveys, litigation or pending litigation, liens, zoning actions, governmental notifications, and copies of all covenants, conditions and restrictions applicable to the Property ("Receiver Deliveries"). Any documents that exist in CAD format will be furnished to Buyer in CAD format. Receiver hereby warrants that the copies delivered are complete copies of the documents in its possession, but does not warrant the accuracy of the information contained in any of the documents delivered pursuant to this Section. Except as may be required by law, Buyer shall keep the information contained in any of the Receiver Deliveries confidential. In the event this Agreement is terminated all Receiver Deliveries provided to Buyer shall be returned promptly to Receiver. Notwithstanding the foregoing, Receiver and Seller make no representations or warranties as to the truth, accuracy, or completeness of the Receiver Deliveries and Buyer is not entitled to rely upon the Receiver Deliveries. The Receiver Deliveries are subject to the provisions of Section 11 of this Agreement.

10. Representations and Warranties.

10.1. Representations and Warranties of Receiver. Receiver represents and warrants to Buyer, to the best of Receiver's actual knowledge, as follows:

10.1.1. Organization; Power; Good Standing. Seller is a limited liability company, duly organized and in good standing under the laws of Delaware and, subject to the Receivership Order and the powers granted to the Receiver therein, has all requisite power and authority to own and operate its property and carry on its business as now being conducted.

10.1.2. Authority Relative to Agreement. Subject to obtaining the Court Approval Orders, this Agreement has been duly executed and delivered by Receiver and constitutes a legally binding obligation of Receiver, enforceable in accordance with its terms.

10.1.3. Effect of Agreement. The execution, delivery, and performance of this Agreement by Receiver has been duly authorized by Receiver and does not require the consent, waiver, approval, license, or authorization of any person, entity, or public authority, subject to the issuance of the Approval Orders.

10.1.4. Hazardous Materials. During the time Seller has held title to the Property: (a) there has been no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product released into the environment, or disposed, discharged, placed or disposed of at, or on the Property; (b) the Property has not been used by any person as a landfill or waste disposal site; (c) there has been no claim, litigation, administrative proceeding, actual or threatened, or judgment or order relating to any hazardous substance, hazardous waste, discharge, emission or other form of pollution relating in any way to the Property; and (d) there has been no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act, as amended (42 U.S.C. " 6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. " 9601, et seq.), generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at the Property.

10.1.5. Special Assignments and Liens. No costs whatsoever associated with the present or past construction of any street, public walkway, common area, parking area or utility improvement surrounding or serving the area or the Property including, without limitation, the costs and expenses attributable to paving, curbs, water wells, extension of city water, sanitary sewer, storm sewer lines, street and parking lot lighting, street signs, engineering design and city engineering or inspections have been assessed against the Property.

10.1.6. OFAC. Seller (which, for this purposes of this Section, shall include its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list (collectively, the "List"); (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) will not transfer or permit the transfer of any controlling interest in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the List.

10.1.7. Changes in Conditions. Receiver shall advise Buyer of any knowledge Receiver has or comes into with respect to any material change in these representations, warranties, or covenants prior to Closing and if any such material changes are not acceptable to Buyer it shall have ten (10) business days after such disclosure to terminate this Agreement and receive a full refund of the Earnest Money Deposit and all parties shall be released from all further obligations or liabilities with respect to each other under this Agreement.

10.1.8. Receivership. Pursuant to the Receivership Order, Receiver was

appointed as Seller's court-appointed receiver and has authority to act as receiver for the Property.

References to the "knowledge" of Receiver, "to Receiver's knowledge" or similar phrases shall refer only to the actual, current knowledge of the Designated Representative (defined below), without any investigation or review of any other materials, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, director, agent, manager, member, shareholder, representative or employee of Receiver or any affiliate thereof or to impose upon the Designated Representative any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "Designated Representative" shall refer to Allan Rutman, as Partner of Receiver. Receiver represents and warrants to Buyer that the Designated Representative is the individual primarily responsible for overseeing management and operations of the Property and transactions related to the Property and is the individual to whom material notices relating to the Property would be forwarded in the ordinary course of business. Under no circumstances shall the Designated Representative have any personal obligations or liabilities under this Agreement or otherwise.

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of Receiver or Seller for any breach of a representation, warranty or covenant arising from any matter or circumstance of which Buyer had actual knowledge at Closing unless any such breach is due to Receiver's intentional withholding of information from Buyer with the intent to defraud Buyer or conceal such fact or circumstances.

If any of the foregoing representations is not true as of Closing as a result of a matter, event or circumstance beyond Receiver's reasonable control, Buyer may not consider same as an event of default hereunder; but rather, in such case, Buyer may, at Buyer's option and as Buyer's sole and exclusive remedy, terminate this Agreement and have the Earnest Money returned by the Escrow Agent, whereupon the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except as set forth herein; provided, however, Receiver shall have a reasonable time following notice from Buyer to cure any representations that are not true as of Closing, not to be less than five (5) business days, prior to Buyer's election to terminate this Agreement. Further, notwithstanding anything contained in this Agreement to the contrary, if, prior to Closing, Buyer obtains actual knowledge that any representation and/or warranty of Receiver is inaccurate or incorrect and Buyer nonetheless proceeds with Closing, Receiver and Seller shall have no liability for any such inaccurate or incorrect representation or warranty, and the same shall not be deemed a Receiver or Seller default hereunder. Subject to the preceding terms and conditions set forth in this paragraph, Seller indemnifies and holds Buyer harmless from and against any and all loss, liability, damage, injury, cost, expense (including reasonable fees and expenses of attorneys, experts and consultants) and claims of any kind or nature which may be paid, incurred, or asserted against Buyer in connection with or in any way (whether directly or indirectly) arising out of or relating to any material, intentional, knowing misrepresentation or breach of warranty by Receiver in this Section 10, and which is not as a result of a matter, event or circumstance beyond Receiver's reasonable control, and of which Buyer did not have knowledge prior to Closing. This indemnity will survive the termination of this Agreement for a period of sixty (60) days.

10.2. Representations and Warranties of Buyer. Buyer represents and warrants

to Receiver and Seller as follows:

10.2.1. Organization; Power; Good Standing. Buyer is a political subdivision of the State of Florida ~~duly organized and in good standing under the laws of~~ and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into and perform this Agreement.

10.2.2. Authority Relative to Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a ~~legal, binding obligation of Buyer, enforceable against Buyer in accordance with its terms~~ an option to purchase the Property in favor of the Buyer subject to final approval of the Buyer at a public hearing to be scheduled with a thirty (30) day notice after the Receiver and Seller have executed this Agreement. Upon approval of this Agreement by Buyer at such public hearing meeting the option status of the Agreement shall be considered to have been exercised by Buyer and this Agreement shall become a legal binding contract obligation of Buyer. Should this Agreement not be approved during that meeting, then it shall automatically become null and void as of that date and the Buyer shall receive a full refund of its Earnest Money Deposit and Buyer, Receiver and Seller shall be released from all further obligations or liabilities with respect to each other under this Agreement.

10.2.3. No Bankruptcy. No petition has been filed by or against Buyer under the Bankruptcy Code, and the Buyer is not subject to a receivership, assignment for the benefit of creditors, or insolvency proceeding pending under State or Federal Law.

10.2.4. OFAC. Buyer (which, for this purposes of this Section, shall include its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list (collectively, the "List"); (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) will not transfer or permit the transfer of any controlling interest in Buyer to any person or entity who is, or any of whose beneficial owners are, listed on the List.

10.2.5. Legal Proceedings. Buyer is not aware of any current or pending or, to Buyer's knowledge, threatened litigation against Buyer which would affect Buyer's ability to perform its obligations hereunder.

10.2.6. Changes in Conditions. Buyer shall advise Receiver of any knowledge Buyer has or comes into with respect to any material change in these representations, warranties, or covenants prior to Closing.

Subject to the preceding terms and conditions set forth in this paragraph, Buyer indemnifies

and holds Receiver and Seller harmless from and against any and all loss, liability, damage, injury, cost, expense (including reasonable fees and expenses of attorneys, experts and consultants) and claims of any kind or nature which may be paid, incurred, or asserted against Receiver or Seller in connection with or in any way (whether directly or indirectly) arising out of or relating to any material, intentional, knowing misrepresentation or breach of warranty by Buyer in this Section 10 that is not a result of a matter, event or circumstance beyond Buyer's reasonable control. This indemnity will survive the termination of this Agreement for a period of sixty (60) calendar days.

11. AS IS. BUYER ACKNOWLEDGES THAT EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT AND CONTAINED IN THE DOCUMENTS EXECUTED BY RECEIVER AT CLOSING, INCLUDING, WITHOUT LIMITATION, THE DEED, BUYER IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY SELLER, RECEIVER OR ANY AGENT, REPRESENTATIVE OR CONTRACTOR OF SELLER OR RECEIVER OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RECEIVER AND SELLER SHALL HAVE NO LIABILITY TO BUYER, AND BUYER HEREBY RELEASES RECEIVER AND SELLER FROM ANY LIABILITY TO BUYER (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING OR REGARDING ~~(1) SOLELY BASED UPON THE ACCURACY OF THE RECEIVER REPRESENTATIONS AND WARRANTY AS CONTAINED IN SECTION 10.1.4 WHICH IF INACCURATE SHALL VOID THIS PROVISION, (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (ii) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (iii) THE COMPLIANCE OF THE PROPERTY WITH ENVIRONMENTAL LAWS OR ANY OTHER LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. THE FOREGOING INCLUDES A RELEASE OF RECEIVER AND SELLER FROM CLAIMS BASED ON RECEIVER'S OR SELLER'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, RECEIVER AND SELLER HAVE NOT MADE, DO NOT MAKE AND EXPRESSLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, PHYSICAL CONDITION, HEALTH AND SAFETY CONDITION OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. BUYER AFFIRMS THAT PRIOR TO CLOSING BUYER SHALL HAVE (I) INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (II) SUBJECT TO THE REPRESENTATIONS AND WARRANTIES MADE BY RECEIVER HEREIN, MADE ITS OWN DETERMINATION AS TO (A) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION, HEALTH AND SAFETY CONDITION, ENVIRONMENTAL CONDITION INCLUDING THE PRESENCE, POSSIBLE PRESENCE, NATURE, AND~~

EXTENT OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (B) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (I) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (II) THAT RECEIVER AND SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY INVESTIGATION, REPAIR, ALTERATION, REMEDIATION, ABATEMENT, MITIGATION, REMOVAL, CORRECTIVE ACTION, MONITORING, CONTROL OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY OR ANY TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS AT, ON, WITHIN, ABOVE OR UNDER THE PROPERTY OR MIGRATING TO AND/OR FROM THE PROPERTY. IF THE CLOSING OCCURS, EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT AND CONTAINED IN THE DOCUMENTS EXECUTED BY RECEIVER AT CLOSING, INCLUDING, WITHOUT LIMITATION, THE DEED, BUYER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS AT, ON, WITHIN, ABOVE OR UNDER THE PROPERTY OR MIGRATING TO AND/OR FROM THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO BUYER. EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT AND CONTAINED IN THE DOCUMENTS EXECUTED BY RECEIVER AT CLOSING, INCLUDING, WITHOUT LIMITATION, THE DEED, RECEIVER AND SELLER ARE HEREBY RELEASED BY BUYER AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN (INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PURCHASE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY), THAT BUYER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST RECEIVER OR SELLER OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS AT, ON, WITHIN, ABOVE OR UNDER THE PROPERTY OR MIGRATING TO AND/OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. AND/OR ANY OTHER ENVIRONMENTAL LAWS. BUYER FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY EXPLAINED TO BUYER AND THAT BUYER FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS

AGREEMENT, THE TERMS AND PROVISIONS OF THIS SECTION SHALL IN NO MANNER AFFECT, DIMINISH, MODIFY, IMPAIR OR VIOLATE ANY OF RECEIVER'S EXPRESS REPRESENTATIONS, EXPRESS WARRANTIES AND/OR EXPRESS COVENANTS CONTAINED IN THIS AGREEMENT AND/OR ANY OF THE DOCUMENTS EXECUTED BY RECEIVER AT CLOSING.

12. Conditions of Closing.

12.1. Buyer's Conditions of Closing. Unless waived by Buyer in writing, or deemed waived according to the terms of this Agreement, the obligations of Buyer under this Agreement are subject to fulfillment of the following conditions:

12.1.1. Special Warranty Deed. Buyer shall receive at Closing a special warranty deed for the Property that is acceptable to Buyer.

12.1.2. Sale Free and Clear. The Court Approval Orders shall provide that, on the Closing and concurrently with the Closing, all then existing or thereafter arising obligations, liabilities and encumbrances (except for any Permitted Encumbrances specifically identified herein and in the Court Approval Orders) of, against or created by Seller, shall be fully released from and with respect to the Property. Except as otherwise provided herein, on the Closing, the Property shall be transferred to Buyer free and clear of all obligations, liabilities and encumbrances, other than the Permitted Encumbrances specifically identified herein and in the Court Approval Orders.

12.1.3. Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Receiver and such representations and warranties shall be true as of Closing as though made on and as of such date and Buyer shall have received a certificate dated as of Closing to that effect.

12.1.4. Title Commitment and Survey. Subject to the terms and conditions of this Agreement, Buyer has received a Title Commitment and Survey for the Property that are acceptable to Buyer, subject to (i) those items deemed waived by Buyer and/or (ii) the Permitted Encumbrances, and Receiver has met the obligations contained in Section 4.2 of this Agreement.

12.1.5. Court Approval. To the extent required, and in the sole discretion of the Receiver, the U.S. Bankruptcy Court shall have entered an order authorizing the transaction contemplated herein in the proceeding jointly administered as *In re Legacy Lifestyles Destin LP et al.*, Chapter 15 Case No. 22-01246 and the Canadian Court shall have entered an order authorizing the transaction contemplated herein in the proceeding pending as *Berkid Investments Limited et al. and Hunter Milborne et al.*, Court File Nos. CV-22-00674717-00CL & CV-21-00668821-00CL (together, the "Court Approval Orders"). Notwithstanding anything in this Agreement to the contrary, if the transaction contemplated herein fails to close due to the Court Approval Orders not being obtained, or if this Agreement is not approved in the U.S. Bankruptcy Court or the Canadian Court, then all Earnest Money shall be refunded to Buyer.

~~12.1.5.~~ 12.1.6. Final Buyer Approval. The final approval of this Agreement

by the Buyer at a public hearing, after thirty (30) days published notice, to be scheduled after all parties have executed this Agreement. Until such final approval by Buyer this Agreement is only an option to purchase the Property in favor of Buyer.

12.2. Receiver's Conditions of Closing.

12.2.1. Payment. At Closing, Receiver shall receive from Buyer via wire transfer the amount equal to the Net Purchase Price.

12.2.2. Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Buyer and such representations and warranties shall be true as of Closing as though made on and as of such date and Receiver shall have received a certificate dated as of Closing to that effect.

12.2.3. Court Approval. To the extent required, and in the sole discretion of the Receiver, the U.S. Bankruptcy Court and Canadian Court shall have issued the Court Approval Orders.

12.3. Obtaining Court Approval Orders. Promptly following the expiration or waiver by Buyer of the Due Diligence Period and Buyer's provision of written confirmation that the condition contained in Section 12.1.4 of this Agreement has been satisfied, Receiver shall use best efforts to obtain, to the extent required in order to complete the transaction contemplated herein, the Court Approval Orders from the U.S. Bankruptcy Court and the Canadian Court as soon as possible. Buyer shall use good faith efforts to assist Receiver in its efforts to obtain the Court Approval Orders.

13. Brokers. Seller and Buyer acknowledge that no agent, broker or finder has been employed by either party, except for Seller's engagement of CBRE, Inc. Seller and Buyer each warrant to the other that they have not entered into any other contract, arrangement or understanding with any person or firm which may result in the obligation of the other party to pay any finder's fee, brokerage or agent's commission or other like payment in connection with this Agreement (a "Broker Commission") and the parties are not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like kind payment in connection with this Agreement other than as stated in this Section. Receiver shall pay for CBRE, Inc.'s Broker Commission.

14. Receiver's Commitment. Receiver agrees that it will not create or permit any additional encumbrances, easements, covenants, restrictions, liens, special assessments (excluding those that will be paid in full by Receiver at or before Closing) or other binding instruments against the Property on or after the Effective Date without the express written authorization of the Buyer.

15. Default. Each party agrees to use its best efforts to satisfy its respective Conditions of Closing set forth in Section 12 of this Agreement. If the Conditions of Closing for a party have not been satisfied and such noncompliance or nonperformance has not been waived by Closing, such party may terminate this Agreement and the parties shall have no liability to the other, except that Earnest Money shall be disbursed according to the terms of this Agreement. If Buyer's

Conditions of Closing have been satisfied or waived and Buyer wrongfully fails to consummate the transaction, Receiver may retain the Earnest Money as liquidated damages. The parties acknowledge that the Earnest Money is a reasonable estimate of damages that are difficult to determine and that the amount of Earnest Money bears a reasonable relationship to the damages which Receiver and Seller would suffer as a result of Buyer's default under this Agreement. If Receiver's Conditions of Closing have been satisfied or waived and Receiver wrongfully fails to consummate the transaction, then the Earnest Money shall be returned to Buyer and Buyer shall be entitled to either (i) terminate this Agreement and recover from Seller an amount equal to Buyer's actual, reasonable, and substantiated out of pocket costs and expenses paid or irrevocably committed to be paid in connection with this Contract, which reimbursement amount shall in no event exceed Twenty Thousand and No/100 Dollars (\$20,000), regardless of the amount of Buyer's actual costs, or (iii) seek to exercise the right to specific performance. If Buyer elects to pursue specific performance, Buyer shall be required to file for such cause of action within thirty (30) days of the alleged breach by Receiver.

16. No Waiver or Modification. This Agreement may not be modified in any manner whatsoever without such waiver or modification being in writing duly executed by the parties hereto. No failure by either party to require performance by the other party of any of the terms of this Agreement shall in any way affect such party's right to enforce such terms, nor shall any waiver by either party of any term be a waiver of any other term hereof or any breach hereof.

17. Notices. Any notice, designation, consent or approval required under this Agreement shall be in writing and mailed by certified mail, return receipt requested, or sent by overnight courier, addressed to the parties, or sent by email transmission to the parties at the addresses provided below. Any notice forwarded in accordance with the terms of this Section shall be deemed to have been delivered to the other party three (3) business days following the date of mailing, one (1) business day following the deposit with an overnight courier, or on the business day during which the email notice is sent.

If to Buyer:

Marcus Chambers, Superintendent of Schools
The School Board of Okaloosa County, Florida
120 Lowery Place SE
Fort Walton Beach, Florida 32548
Email: chambersm@okaloosaschools.com

With Copy to:

C. Jeffrey McInnis, Esq.
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
Telephone: 1 (850) 362-7220
Email: jmcinnis@asglegal.com

If to Receiver or Seller:

Zeifmans Partners Inc., in its capacity as receiver of
Legacy Lifestyles Destin LP, et al.
Attn: Allan Rutman
201 Bridgeland Avenue

Toronto, Ontario M6A 1Y7
 Email: aar@zeifmans.ca

With Copy To:

Dentons Bingham Greenebaum LLP
 2700 Market Tower, 10 West Market Street
 Indianapolis, Indiana 46204
 Attn: Leslie Smith
 Telephone: (317) 968-5552
 Email: leslie.smith@dentons.com

18. Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of all of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed) and any assignment in contravention of this Section 18 shall be null and void ab initio. Notwithstanding the foregoing, Buyer may assign this Agreement, and without limiting the foregoing Buyer shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 18, an affiliate of Buyer to take title to the Property (any such affiliate of Buyer that shall be properly designated by Buyer in accordance with this clause, a "Designated Buyer"); it being understood and agreed, however, that any such right of Buyer to designate a Designated Buyer is conditioned upon (a) such Designated Buyer executing and delivering to Seller a counterpart to this Agreement, (b) such Designated Buyer being able to perform the applicable covenants under this Agreement (and make the same representations and warranties as Buyer has made in Section 10.2), and demonstrate satisfaction of the applicable requirements of Section 365 of the Bankruptcy Code (to the extent applicable), (c) any such designation not creating any liability (including any liability relating to taxes) for Seller or its affiliates that would not have existed had Buyer taken title to the Property, and which liability is (i) not fully reimbursed by or on behalf of Buyer prior to or at the Closing or (ii) a liability for which Buyer or the Designated Buyer agrees, at its election, to provide an indemnity reasonably acceptable to Seller, and (d) such designation not reasonably being expected to materially delay, prevent or hinder the consummation of the transactions contemplated by this Agreement. Any breach hereof by a Designated Buyer shall be deemed a breach by Buyer. The above designation shall be made by Buyer by way of a written notice to be delivered to Seller as soon as reasonably practicable after the date hereof and in no event later than the second business day prior to the issuance of the Court Approval Orders, which written notice shall contain appropriate information about the Designated Buyer. Upon any such permitted assignment, the references in this Agreement to Seller or Buyer will also apply to any such assignee unless the context otherwise requires.

19. Right to Effect an Exchange. At the election of either party and upon written notice to the other party, prior to the date of Closing, either party may elect to effectuate an exchange for certain selected like-kind real property or properties pursuant to I.R.C. §1031. In the event that either party elects to structure this transaction as a like-kind exchange (including, without limitation, any intermediate conveyance to the members of a party), the other party shall reasonably cooperate upon the request of the electing party, including prompt execution of such documents as may reasonably be required to effectuate such exchange, provided that: (a) the electing party shall bear all costs in connection with such exchange and shall indemnify and hold

the other party harmless from and against any cost, claims, expenses, or liabilities (including reasonable attorneys' fees) incurred by the other party solely as a result of structuring the transaction as a like-kind exchange; (b) neither party shall be required to take an assignment of this Agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an exchange desired by the other party; and (c) the exchange shall have no material effect on the terms of either party's rights or obligations under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Seller and Buyer agree that the other party hereto may assign its rights in this Agreement to a third party as part of any such exchange. No such assignment shall cause either party to be released from the obligations imposed upon it under this Agreement. Nothing contained herein shall prevent both parties from electing a like-kind exchange.

20. Governing Law, Venue and Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, internal laws of the State of Florida. Receiver, Seller and Buyer irrevocably submit to the jurisdiction of the U.S. Bankruptcy Court, which shall have jurisdiction to determine all disputes which arise from the terms of this Agreement. Similarly, the parties agree to waive any objection to the jurisdiction of U.S. Bankruptcy Court. Solely to the extent that the U.S. Bankruptcy Court declines to exercise its jurisdiction, then the parties may only seek redress before the United States District Court for the Middle District of Florida or the courts of Sumter County, Florida, and the parties waive any objection to the jurisdiction of such courts or arguments that such courts are inappropriate venues.

21. Legal Counsel. The parties to this Agreement acknowledge that they are commercially skilled and experienced, have studied and negotiated the terms of this Agreement, and have further had the opportunity to consult with independent legal counsel. No provision of this Agreement shall be construed in favor of, or against, either party as this Agreement has been negotiated and adopted fully and freely by both parties.

22. Entire Agreement. This document contains the entire agreement between the parties with respect to the subject matter and terms of this Agreement and supersedes all prior proposals, understandings, agreements, correspondence, arrangements, and contemporaneous oral agreements relating to subject matter of this Agreement. The parties mutually covenant and represent that there are no other agreements, promises, assurances, representations, warranties, undertakings, or understandings, either written or oral, between the parties concerning the Property other than those set forth in this Agreement. No amendment of this Agreement shall be effective or binding unless it is in writing and has been signed by both Receiver and Buyer.

23. Time is of the Essence. Time is of the essence for this Agreement, is made a material consideration thereof, and all elements of this Agreement shall be subject to commercially expedient and diligent completion expectations by the parties.

24. Miscellaneous.

24.1. Binding Effect: Benefits. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors in interest, and permitted assigns. Subject to Section 18, neither party shall assign its rights or obligations under

this Agreement to another individual or entity without the prior written consent of the other party.

24.2. Counterparts. This Agreement may be signed in one or more counterparts, each of which would be deemed an original and all of which, when taken together, shall constitute one and the same document. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile, electronic or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

24.3. Further Assurances. Each of the parties agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

24.4. Incorporation of Exhibits. All Exhibits referenced and attached to this Agreement are incorporated as if fully set forth.

24.5. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid. The invalidation of any provision of this Agreement shall not affect the validity of the remaining provisions.

24.6. Survival and Nonmerger. All terms, conditions, representations and warranties contained in this Agreement shall survive the Closing.

24.7. Waiver. Either Buyer or Receiver may, by written notice to the other, (a) extend the time for the performance of any of the obligations of the other under this Agreement; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. The waiver by a party of a breach of any provision shall not be construed as a waiver of any prior or subsequent breach of the same or any other provision.

24.8. Termination. Any termination by Receiver or Buyer as permitted by the terms of this Agreement shall result in neither party having any further liability to the other arising out of this Agreement, except for such obligations that specifically survive termination of this Agreement.

24.9. Consents. With regard to all matters in this Agreement requiring the consent or approval of a party, the parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specifically provided by this Agreement.

24.10. Dates. Unless otherwise indicated, all references to “days” shall mean calendar days. Whenever the time for performance of a covenant or condition falls on a Saturday, Sunday or federal holiday, such time for performance shall be extended to the next business day. All references to “business days” shall mean any day other than a Saturday, a Sunday, or any federal holiday. Wherever any period of time is specified herein for the taking of any action or the giving of any notice, the period shall be computed by excluding the day upon which the period is specified to commence and including the last day of the period specified.

24.11. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer.

24.12. Third Party Beneficiaries. This Agreement is for the benefit solely of Buyer and Receiver. No other person or entity shall be entitled to rely hereon or to anticipate the benefits hereof or to otherwise assert or be entitled to any rights as a third-party beneficiary hereof.

24.13. Waiver of Jury Trial. RECEIVER AND BUYER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN RECEIVER AND BUYER ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

24.14. Lists. When used in this Agreement, “including” has its commonly accepted meaning associated with such word and any list of items that may follow such word are illustrative and are not be deemed to represent a complete list of the contents of the reference of the subject.

24.15. Headings; Sections. Section titles or captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires.

24.16. Preparation of Agreement. The parties acknowledge that each has been represented by, or has had the opportunity to consult with, legal counsel of its own choosing in this matter, and this Agreement has been arrived at through arms’ length negotiation. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24.17. Numbers; Pronouns. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

24.18. Attorneys’ Fees. If either Receiver or Buyer shall bring an action against the other party for breach of such party’s obligations under this Agreement, the non-prevailing

party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter. Reference in this Agreement to attorneys shall be deemed to include inside general counsel, outside special counsel, local counsel, and paralegals engaged by any such counsel. "Reasonable attorneys' fees" means attorneys' fees actually incurred at the normal hourly rates of commercial real estate attorneys in the Property jurisdiction and shall not mean any statutory definition of "reasonable attorneys' fees".

24.19. Joint and Several. If more than one person or entity has signed this Agreement as Buyer or Receiver, then all references in this Agreement to Buyer or Receiver, respectively, shall mean each and all of the persons so signing, as applicable. The liability of all persons and entities signing shall be joint and several with all others similarly liable.

24.20. Drafts Not an Offer to Enter into a Legally Binding Contract. The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have negotiated all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, including, without limitation, all of the exhibits, schedules and/or addenda hereto, and each of Receiver and Buyer have fully executed and delivered to each other a counterpart of this Agreement, including, without limitation, all exhibits, schedules and/or addenda hereto and Buyer shall have satisfied its obligation under Florida law to conduct a public hearing after thirty (30) days published notice to consider final approval of this Agreement and such approval is in fact granted.

24.21. Disclosures.

24.21.1. Commercial Real Estate Sales Commission Lien Act. The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

24.21.2. Special Assessment Liens Imposed by Public Body. The Property may be subject to unpaid special assessment lien(s) imposed by a public body (a public body includes a Community Development District). Such liens, if any, which are due and payable as of Closing, shall be paid by Receiver at the Closing; otherwise, any unpaid assessments or assessment liens not yet due and payable shall be prorated as of the date of Closing.

24.21.3. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24.21.4. Energy-Efficiency Rating Information. Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

24.22. Sovereign Immunity. Nothing herein shall be deemed to be a waiver by Buyer of its sovereign immunity or any of its rights, privileges, immunities or limits of liability existing under §768.28, Florida Statutes, as amended, or any other constitutional, statutory or other protections afforded to the Buyer. Nothing in this Agreement shall be construed as consent by the Buyer to be sued by third-parties in any manner arising out of or related to this or any other agreement.

24.23. Effective Date. The Effective Date of this Agreement shall be the date when the last of the Buyer or Receiver and Seller has signed this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

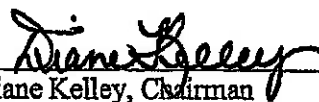
BUYER:

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida

ATTEST:



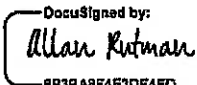
Marcus Chambers, Superintendent of Schools and Corporate Secretary

By: 
Diane Kelley, Chairman

Date: 9-27-23

RECEIVER:

ZEIFMAN PARTNERS INC., a Canadian corporation, solely in its capacity as court-appointed receiver of Legacy Lifestyles Destin Property LLC, et al, a Delaware limited liability company, and not in its personal or corporate capacity

By: 
8838A8F4E3DE4FD...

Name: Allan Rutman

Its: President

Date: 10/5/2023

SELLER:

LEGACY LIFESTYLES -DESTIN PROPERTY LLC,
a Delaware limited liability company, by its
court-appointed receiver Zeifman Partners Inc.,
solely in its capacity as court-appointed
receiver, and not in its personal or corporate
capacity

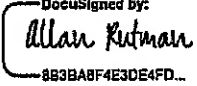
By:  8B3B8F4E3DE4FD...
Name: Allan Rutman
Its: Receiver
Date: 10/5/2023

EXHIBIT A

COMMENCING AT THE NORTHWEST CORNER OF SEA HILLS THIRD ADDITION AS RECORDED IN FLAT BOOK 5, PAGE 104 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 00 MINUTES 51 SECONDS EAST A DISTANCE OF 432.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 00 MINUTES 51 SECONDS EAST A DISTANCE OF 364.01 FEET TO A POINT; THENCE NORTH 88 DEGREES 08 MINUTES 45 SECONDS EAST A DISTANCE OF 1074.81 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF BEACH DRIVE; THENCE SOUTH 10 DEGREES 14 MINUTES 19 SECONDS WEST ALONG SAID WESTERN RIGHT OF WAY A DISTANCE OF 20.77 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 40 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY A DISTANCE OF 199.31 FEET TO A POINT; THENCE DEPARTING SAID WESTERN RIGHT OF WAY SOUTH 86 DEGREES 33 MINUTES 59 SECONDS WEST A DISTANCE OF 522.58 FEET TO A POINT; THENCE SOUTH 01 DEGREES 42 MINUTES 23 SECONDS EAST A DISTANCE OF 158.38 FEET TO A POINT; THENCE NORTH 88 DEGREES 59 MINUTES 09 SECONDS WEST A DISTANCE OF 573.88 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

Appendix “M”
to the Third Report of the Receiver

AMENDMENT TO TERM SHEET

RE: Term Sheet dated May 9, 2022 issued by Hillmount Capital Inc. respecting a loan of up to \$2,750,000 USD (the “Loan”) secured by a Receiver’s Certificate (the “Receiver’s Certificate”) issued pursuant to the Order of Justice Conway of the Ontario Superior Court of Justice dated February 11, 2022 (the “Receivership Order”) (the “Term Sheet”)

1. The undersigned hereby agree that the Term Sheet shall be amended to delete the existing reference in the subject line to the Loan being defined as up to \$2,750,000 USD and replace with the following: **“\$4,231,845 USD (the “Loan”)**”.
2. The undersigned hereby agree that the Term Sheet shall be amended to delete the existing Loan Amount section and replace with the following:

“LOAN AMOUNT - Maximum principal amount of \$4,231,845 USD to be allocated as follows (all in USD):

- (1) **401 Beach Drive, Destin - \$845,870**
- (2) **5578 County Road 466A, Wildwood – \$925,425 (the advancing of any funds in relation to this Property is at the Lender’s sole discretion)**
- (3) **10653 Marsha Drive, New Port Richey – \$1,077,000**
- (4) **20161 Summerlin Road, Ft Myers – \$668,125**
- (5) **934 Roberson Road, Ocoee - \$715,425**

Title insurance and/or mortgages registered on title is to be updated to reflect the Loan Amount prior to advancing any funds”.

3. The undersigned hereby further agree that the Term Sheet shall be amended to delete the existing interest rate of 12% and replace with **“12.25%”**.
4. The undersigned hereby further agree that the Term Sheet shall be amended to delete the existing section (c) under Special Conditions and replace with the following: **“(c) Evidence of completion of unconditional financing agreement(s) with respect to the Destin, New Port Richey, Ft. Myers and Ocoee properties within 8 months from the date of Court approval of this Amendment to Term Sheet to satisfy the Loan.”**
5. The undersigned hereby further agree that the Term Sheet shall be amended to add the following under Special Conditions:

“(f) Evidence of satisfactory Letters of Interest for project financing with respect to the Destin, New Port Richey, Ft. Myers and Ocoee properties within 5 months of the date of Court approval of this Amendment to Term Sheet;

(g) Evidence that the Destin, New Port Richey, Ft. Myers and Ocoee properties are site plan approved and building permit ready within 150 days of providing funds for the Services Budget to Lawson Group Architects;

(h) Failure to comply with section (c), (f) and (g) will result in the Borrower being

- 2 -

required to engage CBRE to begin the sales process for the Real Property.”

6. All other terms and conditions of the Term Sheet shall remain the same.
7. The Borrower hereby agrees with Hillmount Capital Inc. to be bound by the provisions of the Term Sheet, as amended herein.

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

The execution and delivery of this Amendment to Term Sheet by facsimile transmission or electronic mail shall be as effective and binding on the parties hereto as if this Amendment to Term Sheet were executed and delivered in the original.

DATED the _____ day of September 2022.

HILLMOUNT CAPITAL INC.

Per: 

Name: Yitz Levinson

Office: President

I have authority to bind the corporation.

ZEIFMAN PARTNERS INC.



Zeifman Partners Inc.

in its capacity as Receiver of Legacy Lifestyles
Destin Property LLC,
Legacy Lifestyles Trailwinds Property LLC,
Legacy Lifestyles Ft. Myers Property LLC,
Legacy Lifestyles Ocoee Property LLC and
Legacy Lifestyles Longleaf Property LLC

Appendix “N”
to the Third Report of the Receiver



Term Sheet Renewal and Amendment

January 9, 2024

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7

Attention: Allan Rutman

Dear Allan:

RE: Hillmount Capital Inc. (the “Lender”) loan secured by Receiver’s Certificates issued pursuant to the Order of Justice Conway of the Ontario Superior Court of Justice dated February 11, 2022 (the “Loan”)

We confirm that the Loan matured on November 20, 2023. The Borrower (as defined in the May 9, 2022 Term Sheet), by signing this Agreement, confirms that the Loan has been and continues to be in default since its maturity. Without prejudice to the Lender’s rights, all of which are expressly reserved, and based upon and subject to the accuracy of the information that you provided, the Lender has agreed to renew the Loan and amend the Loan Amount accordingly. This renewal is predicated on full compliance with all of its terms. In the event of a default in any of its terms or conditions, the Lender will be entitled to rely upon the defaults which exist prior to execution of this Term Sheet Renewal and Amendment and any defaults hereunder in exercising its remedies. All the terms of the original Term Sheet dated May 9, 2022 (the “**Term Sheet**”) and the Amendment to Term Sheet dated September 2022 will prevail subject to the following terms and conditions:

MAXIMUM LOAN AMOUNT: \$4,531,845 USD allocated as follows:

1. 401 Beach Drive, Destin FL (“Destin”) - \$845,870
 2. 5578 County Road 466A, Wildwood FL (“Trailwinds”) - \$925,425
 3. 10653 Marsha Drive, New Port Richey FL (“Longleaf”) - \$1,227,000
 4. 20161 Summerlin Road, Ft Myers (“Summerlin”) - \$818,125
 5. 934 Roberson Road, Ocoee (“Ocoee”) - \$715,425
- (collectively, the “**Properties**”)

Pursuant to Additional Conditions below, Longleaf and Summerlin Facilities are being increased by \$150,000 respectively.

INTEREST RATE: The greater of 12.25% per annum or the RBC Prime Lending Rate in Canada plus 6.25% per annum.

TERMS OF LOAN: Loan will be renewed effective November 20, 2023. Renewal period shall be for a period of 9 months, maturing on August 20, 2024.

RENEWAL FEES: Lender Renewal Fee – 2% of the Maximum Loan Amount allocation on Trailwinds, Longleaf, Summerlin and Ocoee



Lender Renewal Fee – 0.75% of the Maximum Loan Amount allocation on Destin Lender Legal Fees, Disbursements and HST – to be determined by Lender’s solicitor and its US attorney

Your acceptance of this Renewal and Amendment will be your undertaking to pay these costs whether or not this Loan is renewed.

REQUIRED

DOCUMENTATION:

The Renewal is conditional upon the Borrower providing the following documentation to the Lender on or before January 31st, 2024 and upon the Lender, at its sole discretion, being satisfied with all documentation:

1. A copy of the Receiver’s projected Cash Flow for the Renewal Term;
2. A copy of the Court Order approving the loan increase of \$300,000; and
3. The signed Term Sheet Renewal and Amendment.

ADDITIONAL
CONDITIONS:

1. The approved loan amounts for the Longleaf and Summerlin Properties shall be increased as follows:
 - a. Longleaf – The current authorized Loan Amount on this property is \$1,077,000 of which \$1,020,000 has been advanced to date. The Facility has been increased by \$150,000. Interest will begin to accrue and compound monthly effective February 1, 2024 and paid on the earlier of discharge or maturity. The additional \$150,000 is to be substantially used for the purposes of paying property taxes and reserving funds for the accrued interest.
 - b. Summerlin – The current authorized Loan Amount on this property is \$668,125 of which \$615,000 has been advanced to date. The Facility has been increased by \$150,000. The additional \$150,000 is to be used to cover operating and carrying costs while the Receiver continues the negotiation of a Sale and Purchase Agreement.
2. The Borrower shall enter into bona fide, and firm offers for the purchase of the Properties by no later than May 31, 2024, with final closing dates set for no later than August 20, 2024.

You may return your renewal package in one of the following ways:

Hillmount Capital Inc.
89 Tycos Drive, Suite 208
Toronto, ON M6B 1W3
Attention: Diane Falcione
Fax: (416) 849-0321
Email: diane@hillmount.ca



This Term Sheet Renewal and Amendment must be executed by the Borrower, and all Required Documentation must be provided, on or before January 31, 2024, failing which the Term Sheet Renewal and Amendment will be null and void and the Lender will be at liberty to exercise any or all of its remedies in respect of the Loan.

Yours truly,

Hillmount Capital Inc.

Per: Diane Falcione
Senior Manager, Mortgage Administration | Broker
Tel: (416) 849-0322 ext. 229
Email: diane@hillmount.ca

ACCEPTED this _____ day of January, 2024.

The Borrower hereby accepts this Term Sheet Renewal and Amendment and confirms their agreement with all the recitals and terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required.

Borrower

Zeifman Partners Inc.
In its capacity as Receiver of Legacy Lifestyles Destin Property LLC,
Legacy Lifestyles Trailwinds Property LLC,
Legacy Lifestyles Ft. Myers Property LLC,
Legacy Lifestyles Ocoee Property LLC and
Legacy Lifestyles Longleaf Property LLC



Appendix “O”
to the Third Report of the Receiver

**Zeifman Partners Inc. Receiver of Legacy Lifestyles
Interim Statement of Receipts and Disbursements
For the Period from February 11, 2022 to January 4, 2024**

	CDN \$					TOTAL CDN \$	US \$					TOTAL US \$										
	LONGLEAF	OCOEE	TRAILWINDS	SUMMERLIN	DESTIN		LONGLEAF	OCOEE	TRAILWINDS	FT. MYERS	DESTIN											
Receipts																						
Receiver's Loan							\$	1,020,000	\$	510,000	\$	430,000	\$	615,000	\$	640,000	\$	3,215,000				
Earnest Refund																50,000		50,000				
Cash in Bank	\$	1,138	\$	884	\$	5,823	\$	790	\$	1,241								-				
Interest		621		493		536		495		637								18,472				
Total Receipts		1,758		1,377		6,360		1,284		1,878								3,283,472				
Disbursements																						
Property Taxes								-		-		376,661		47,871		48,033		74,530		96,110		643,204
Hillmount loan interest								-		-		158,392		79,880		60,016		89,872		99,301		487,461
Hillmount loan fees								-		-		33,926		17,115		12,271		16,939		19,724		99,975
N21																						
Developer								-		-		55,000		54,000		65,000		50,000		50,000		224,000
Architect Fees								-		-		45,000		40,000		40,000		40,000		40,000		125,000
Civil/Site Engineers								-		-		9,200		20,000		20,700		52,600		52,600		102,500
Building Engineers								-		-		29,210		20,000		32,000		31,600		31,600		92,810
Landscape Design								-		-		20,000		20,000		20,000		20,000		23,000		80,000
Interior Design								-		-		23,000		25,000		23,000		23,000		23,000		69,000
N21 Retainer								-		-		25,000		25,000		-		10,000		10,000		60,000
Operator								-		-		13,225		13,225		13,225		13,225		13,225		52,900
Market Study								-		-		9,200		9,200		9,200		9,200		9,200		36,800
Reimbursable Expenses								-		-		-		4,000		3,000		2,885		2,885		9,885
Lawson Group Arcitect Retainer								-		-		-		-		-		5,245		5,245		5,245
US legal fees and disbursements								-		-		22,560		22,059		43,764		19,788		22,294		130,465
Title Fees								-		-		12,593		9,545		14,041		11,186		10,617		57,982
Property Owners Association								-		-		-		20,469		-		-		-		20,469
Appraisal Fees								-		-		4,250		4,250		4,250		4,250		4,250		21,250
Representation Fee								-		-		3,692		3,708		3,708		3,708		3,708		18,524
Florida State Tax								-		-		2,976		3,073		3,205		3,878		3,056		16,188
Delaware State Tax								-		-		1,800		1,800		1,800		1,800		1,800		9,000
Insurance								-		-		1,311		1,607		1,311		1,311		1,311		6,851
Service Charges								-		-		90		589		490		1,076		1,167		3,413
Property Maintenance								-		-		-		-		-		1,164		1,164		1,164
Receiver's Fees		114,330		125,071		114,808		116,061		128,567								598,836				
Legal Fees		71,438		71,098		83,096		71,415		79,735								376,782				
HST Paid		13,857		13,728		15,094		13,690		15,028								71,397				
Travel Expenses		309		309		309		309		309								1,543				
Filing fee		73		73		73		73		73								365				
Total Disbursements		200,006		210,279		213,379		201,548		223,711		847,509		337,345		213,781		456,048		521,515		2,376,198
Excess of Receipts over Disbursements		(198,248)		(208,902)		(207,019)		(200,264)		(221,833)		174,717		178,201		218,806		162,132		173,417		907,274
Transfer between US/CDN Receivership accounts		207,812		208,983		209,483		200,283		221,869		(160,933)		(162,291)		(162,257)		(155,711)		(172,157)		(813,349)
CASH IN BANK	\$	9,564	\$	81	\$	2,464	\$	19	\$	36	\$	13,784	\$	15,910	\$	56,549	\$	6,421	\$	1,261	\$	93,925

Appendix “P”
to the Third Report of the Receiver

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

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

AFFIDAVIT OF ALLAN A. RUTMAN

(Affirmed January 8, 2024)

I, **Allan A. Rutman**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am President of Zeifman Partners Inc. and, as such, have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Pursuant to the Amended Order of this Honourable Court, dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc., was appointed as receiver (the “**Receiver**”) over

- 2 -

the assets, properties and undertakings (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”).

3. The Property includes the following five real properties in Florida (collectively, the “**Real Properties**” and each a “**Real Property**”):

- (a) 401 Beach Drive, Destin, Florida (“**Destin**”);
- (b) 5578 County Road, 466A, Wildwood, Florida (“**Trailwinds/Wildwood**”);
- (c) 10653 Marsha Drive, New Port Richey, Florida (“**Longleaf**”);
- (d) 20161 Summerlin Road, Fort Myers, Florida (“**Summerlin**”); and
- (e) 934 Roberson Road, Ocoee, Florida (“**Ocoee**”).

4. The total amount of professional fees being claimed for work performed by the Receiver for the period May 1, 2023 to December 31, 2023 inclusive (the “**Fee Period**”) is CAD \$173,958.75 plus disbursements of CAD \$620.58 plus Harmonized Sales Tax of CAD \$5,207.36 totalling CAD \$179,786.69. Attached hereto as **Exhibit “A”** to this Affidavit are true copies of all bills of costs rendered by the Receiver on a periodic basis during the Fee Period, inclusive of details of the individuals involved in the administration of the Property estates and the hours and applicable rates claimed. Attached hereto as **Exhibit “B”** to this Affidavit is a summary of the bills of costs.

- 3 -

5. Details of the activities undertaken and services provided by the Receiver in connection with the administration of the Property estates is described in the Third Report to the Court of the Receiver.

6. In the course of performing its duties pursuant to the Receivership Order, the Receiver and its staff have expended a total of 332.50 hours during the Fee Period. Attached hereto as **Exhibit "C"** to this Affidavit is a schedule setting out the personnel involved in the administration of the Debtor estates and the hours and applicable rates claimed for the Fee Period.

7. The Receiver has not received any remuneration or consideration other than the amount claimed herein.

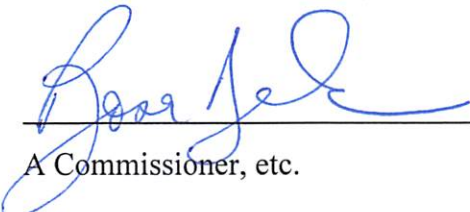
8. The hourly billing rates outlined in **Exhibit "C"** to this Affidavit are comparable to the hourly rates charged by Zeifman Partners Inc. for services rendered in relation to similar proceedings.

9. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

10. I verily believe that the fees and disbursements incurred by the Receiver were fair and reasonable in the circumstances.

11. This Affidavit is sworn in support of the Receiver's request for approval of the Receiver's bills of costs rendered during the Fee Period, and for no other or improper purpose.

AFFIRMED BEFORE ME at the City
of Toronto, ON, on January 8, 2024.



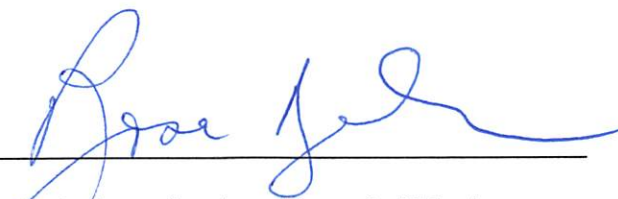
A Commissioner, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.



Allan A. Rutman

This is Exhibit "A" to the Affidavit of
Allan A. Rutman sworn on January 8, 2024



A Commissioner for the taking of affidavits, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42717

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from May 1, 2023 to May 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.50 hours @	\$700.00 per hour	\$	5,250.00
S. Marwaha	S.M.	5.50 hours @	\$350.00 per hour	\$	1,925.00
A. Palmer	A.P.	1.75 hours @	\$275.00 per hour	\$	481.25
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	<u>397.50</u>
Total fees				\$	8,053.75
Miscellaneous disbursements (copies, mail, bank charges, etc.)				\$	<u>34.90</u>
Total Fees and disbursements				\$	8,088.65
* H.S.T. on exigible fees & disbursements (\$2,313.65 @ 13%)				\$	<u>300.77</u>
Total Balance Due				\$	<u><u>8,389.42</u></u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2023	A.R.	0.50		Email correspondence to G. Marchant re: non-disclosure agreement to be signed by interested investors. Email correspondence with J. Shames re: data room docs. Review summary of land values per realtor's proposal and appraisal; email correspondence and discussion with S. Marwaha re: same. Email correspondence with J. Shames re: update on proposal.
5/1/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/1/2023	S.M.	0.50		Email Correspondence with R. DaSilva regarding copy for blank NDA: Email Correspondence with Lee & Associates for update on timelines to receive the proposal package: Summarized and compiled the values per broker opinion of value shared by JLL and CBRE and sent to A. Rutman for review with additional comments in email: Email Correspondence with A. Rutman regarding conversation with Ares Management for potential debt / Equity financing and email correspondence with L. Chua for details for project and discuss any potential interest from his firm: Reviewed the proposal package for quote for services from JLL and shared with A. Rutman for review and saved a copy on LAN: Email Correspondence with S. Jeremiah to confirm if he received the package for additional information for land parcels sent to him.
5/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/3/2023	A.R.	0.50		Various email correspondence with S. Marwaha re: survey, Lawson summary and the site description for land parcel for Wildwoods. Review email correspondence from J. Shames and S. Marwaha re: proposal from Berkadia Group and data room link. Review Lee & Associates proposal; email same to counsel. Email correspondence with US counsel James Irving and Leslie Smith of Dentons re: sale of properties and offer received on one of the properties.
5/3/2023	S.M.	0.75		Reviewed the broker opinion of value and inserted the suggested values in excel summary worksheet and sent to A. Rutman for review with additional review comments : Email Correspondence with Lee & Associates to request for proposal with quote for services to be provided by them: Email Correspondence with S. Jeremiah to request update on proposal timelines: Emailed the copies of survey, Lawson Summary and site description for Wildwood Property to A. Rutman per

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				request: Email Correspondence with L. Chua regarding the summary of project for potential interest from his firm for debt/equity financing; Email Correspondence with A. Rutman regarding the proposal received from Lee & Associates and details for marketing strategy
5/4/2023	A.R.	0.25		Call with interested party from Sarasota, FL. Email correspondence with G. Marchant re: NDA signed by potential purchaser; email correspondence to S. Marwaha re: forwarding of Don Lawson offering memorandum.
5/4/2023	S.M.	0.75		Review and summarization in excel worksheet for Broker Opinion of values, strategy and other details received from potential realtors and sent to A. Rutman for review through email and follow up email correspondence with A. Rutman for discussion for the summary excel worksheet and details shared by realtors; Email correspondence with JLL and Lee & Associates to schedule a follow up meeting to discuss the details for broker opinion of value and other details shared previously by them; Review and saved the signed NDA from Ryan Smith and sent the offering memorandum package copy via email to him.
5/5/2023	A.R.	0.25		Engaged in various email correspondence with L. Smith of Dentons US re: Purchase Agreement received on Trailwinds and various details re: same. Email correspondence with potential purchaser. Email correspondence with G. Marchant re: signed NDA's from potential purchasers; email correspondence with S. Marwaha re: providing offering memorandum.
5/5/2023	S.M.	0.25		Attended meetings with JLL and Lee & Associates to discuss the details for marketing strategy suggested for their opinion for land parcels; Attended meeting with A. Rutman to discuss the summary from meetings with JLL and Lee & Associates for suggested marketing strategies and details for land parcels; Email Correspondence regarding signed NDA received from potential purchaser and saved the copy on LAN.
5/8/2023	A.R.	0.50	*	Call with potential purchaser. <i>Discussion with R. DaSilva re: remaining funds. Review and amend draft report to court; email correspondence with staff. Review draft materials and email correspondence with counsel.</i> Review D. Lawson notes; email correspondence to G. Marchant re: CIDC and signed NDA. Review correspondence from D. Lawson re: CDIC Welcome letter; email correspondence with S. Marwaha re: same.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2023	R.D.	0.25	*	Review Second Draft Report and Receiver's Activities; email correspondence to A. Rutman re: same. Banking administration.
5/8/2023	S.M.	0.75		Email the Lawson's Summary for Offering Memorandum to R. Smith via email: Updated the excel worksheet for analysis for summary for proposal from Realtor's proposals and sent to A. Rutman for review : Sent email to J. Shames from Colliers to request update for proposal from Berkadia Group for listing of land parcels in Florida: Performed analysis and drafted memo for background and information available for CIDC Group and sent to A. Rutman for review per request and email correspondence with A. Rutman for follow up discussion for the memo.
5/9/2023	A.R.	0.50	*	Email correspondence with G. Marchant re: potential purchaser. <i>Review Affidavit of Fees. Review updated Statement of Receipts and Disbursements. Review and amend draft report to court; engaged in various email correspondence with counsel re: same.</i> Email exchange with counsel re: amendments to realtor summary schedule. Email correspondence to E. Rowe of CBRE re: sale process. Review email correspondence re: update on Colliers proposal package.
5/9/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
5/9/2023	S.M.	0.25		Sent Email to J. Shames from Colliers to request update on proposal package:
5/10/2023	A.R.	0.50	*	<i>Further review and amendments to Second Report to Court; email correspondence with counsel; finalize and execute same.</i> Email correspondence with G. Marchant and interested party re: data room and offering memorandum files. Review Dentons Greenebaum invoice. Email correspondence with S. Marwaha re: amendments to Summary of Realtor Opinion schedule. Email correspondence with E. Rowe re: sale process.
5/10/2023	S.M.	0.50		Sent the Offering memorandum for Lawson Summary to R. Smith via secured mail via shapefile: Reviewed the summary for analysis for Realtor's proposals for the Receiver's report to Court and made changes and amendments and sent to A. Rutman for review: Attended discussion with A. Rutman to review and finalize the realtor's summary for report to be sent to Counsels.
5/11/2023	A.P.	0.25	*	April 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/11/2023	A.R.	0.25		Review email correspondence re: Dentons Bingham outstanding invoices; discussion with R. DaSilva re: same. Review Motion Record. Email correspondence with L. Smith of Dentons Greenebaum re: comments to Trailwinds Purchase Agreement. Email correspondence with G. Marchant, S. Marwaha re: information and data room to be provided to potential purchaser. Engaged in numerous email correspondence with counsel re: sale process and amendments to Second Report to Court.
5/12/2023	A.R.	0.50		Email correspondence with G. Marchant re: potential purchaser of Trailwinds. Engaged in numerous email correspondence and discussion with S. Marwaha re: summary of land values and realtor proposals and appraisals. Review Berkadia proposal. Review email correspondence and comments from L. Smith re: Trailwinds Purchase Agreement. Email correspondence to counsel re: Berkadia proposal. Email correspondence and call from E. Rowe.
5/12/2023	S.M.	0.50		Reviewed the proposal listing package from Berkadia and added the analysis into excel worksheet and sent to A. Rutman for review via email and attended meeting with A. Rutman to discuss the merits and details for proposal sent by Berkadia Group.
5/15/2023	A.R.	0.25		Engaged in email correspondence with Dentons Greenebaum and Dentons Canada re: Trailwinds Agreement of Purchase and Sale; review Agreement. Email correspondence with J. Shames re: Berkadia proposal. Call with J. Shames. Call with M. Czechowski. Email correspondence with potential purchaser of Trailwinds re: Purchase Agreement and Non-Disclosure Agreement; email correspondence with Dentons and S. Marwaha re: same. Email correspondence with Dentons Canada re: realtor proposals. Email correspondence to E. Rowe.
5/16/2023	A.R.	0.50		Call and email correspondence with potential purchaser. Email correspondence and call with Hillmount Capital re: realtor proposals. Follow up email correspondence to D. Lawson re: update on municipalities and entitlements as well as construction cost estimates. Review email correspondence from J. Bantel of Lee & Associates re: Opinion of Value and potential JV scenario. Engaged in various email correspondence with Dentons Canada re: updates on realtor proposals, timelines and commission. Call with E. Rowe.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/16/2023	S.M.	0.50		Email Correspondence with C. Braverman regarding word version of NDA sent per request; Setup of file package for J. McGlade and reviewed the package with A. Rutman; Sent secured email via sharefile and email correspondence with R. Smith regarding confirmation of additional files sent per request; Sent secured email via sharefile with file package for land parcel to J. McGlade and email correspondence for confirmation of receipt; Attended call with Lee & Associates regarding discussion and details for prospective leads with them for land parcels and discussion with A. Rutman for response from Lee & Associates.
5/17/2023	A.P.	0.25	*	Call from CRA re: HST audits for Trailwinds, Destin, Summerlin and Longleaf. Internal email re: Trailwinds audit letter. Trailwinds: start preparing materials in response to audit of HST account.
5/17/2023	A.R.	0.25		Review Realtor proposal summary. Review and amend Supplemental Report to the Second Report; email correspondence to counsel re: same. Email correspondence with S. Marwaha re: amended Summary of Realtor Opinions of Value and Marketing Strategy. Review update from Lawson Group re: Status of Entitlements.
5/18/2023	A.R.	0.50	*	<i>Review draft supplemental report; provide comments to counsel. Engaged in various email correspondence with counsel re: supplemental report, Hillmount loan, amendments to summary of realtor proposals as well as update on Colliers proposal. Review supplementary motion record. Discussion with A. Palmer re: HST filings.</i> Email correspondence to Colliers re: request for proposal.
5/21/2023	A.R.	0.25	*	Review caselines court materials.
5/22/2023	A.R.	0.25	*	Review motion material and email correspondence from investors counsel re: adjournment of hearing; engaged in email exchange with counsel re: same. Review amended Cameron General Contractors offer on Trailwinds. Email correspondence with US counsel re: Trailwinds amended offer.
5/23/2023	A.R.	0.75	*	<i>Attend Legacy Motion.</i> Email correspondence to E. Rowe re: court approval on sale of properties and preparation of listing agreements. Email correspondence to counsel re: analysis of advances and monthly carrying costs. Email correspondence with L. Smith re: comments to Trailwinds Purchaser's offer.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				<i>Review Court Order and Endorsement. Email correspondence with staff re: uploading of court documents to website.</i>
5/25/2023	A.P.	1.25	*	Summerlin LP; Destin LP and Longleaf LP: Organize relevant invoices and respond to CRA audit letters for the period ending December 31, 2022 and send via fax.
5/25/2023	A.R.	0.25		Email correspondence and conference call with Dentons Canada and Dentons US re: Trailwinds Offer to Purchase. Call with Hillmount Capital. Email correspondence with potential Trailwinds purchaser and scheduling of call to discuss offer. Review email correspondence and construction cost analysis from S. Marwaha.
5/25/2023	S.M.	0.25		Drafted excel summary worksheet for comparison analysis for constructions costs per bidding documents and financial models prepared by N21 Group and sent to A. Rutman for review.
5/29/2023	A.R.	0.25		Review construction cost variance analysis spreadsheet; email correspondence and discussion with S. Marwaha re: same. Email entitlement status to S. Marwaha. Review CBRE listing agreements; email correspondence with counsel re: same.
5/29/2023	S.M.	0.25		Review of construction costs schedule for Longleaf and Ocoee and performed viability assessments in financial models and sent comments to A. Rutman and attended discussion for the changes and assessment.
5/30/2023	A.R.	0.25		Conference call with Dentons US, C. Braverman and potential purchaser re: Trailwinds offer to purchase. Review notes from Trailwinds call. Call with CBRE re: listing agreements. Email correspondence to L. Smith of Dentons re: mark up of Trailwinds purchase agreement; review amendments. Discussion with S. Marwaha re: comments to listing agreements. Email correspondence with Trailwinds potential purchaser. Engaged in email correspondence with CBRE and counsel re: comments to listing agreements. Email correspondence with S. Marwaha re: response to J. Bantel of Lee & Associates re: offers for 2 potential developer groups.
5/30/2023	S.M.	0.25		Correspondence with A. Rutman regarding potential leads from Lee & Associates for land parcels in Florida: Email Correspondence with J. Bantel regarding status update on listing of properties: Reviewed the listing agreements from CBRE and

Page 8

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				attended discussion with A. Rutman for review comments from analysis.
5/31/2023	A.R.	0.25		Review email correspondence from counsel re: listing of properties and preparation of purchase agreement. Review update from Don Lawson re: entitlement status. Email correspondence to L. Smith of Dentons US re: comments to Trailwinds offer. Email correspondence to E. Rowe re: comments to listing agreement.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42717 - may 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42728

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from June 1, 2023 to June 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.00 hours @	\$700.00 per hour	\$	2,800.00
S. Marwaha	S.M.	1.50 hours @	\$350.00 per hour	\$	525.00
A. Palmer	A.P.	0.50 hours @	\$275.00 per hour	\$	137.50
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	3,860.00
Miscellaneous disbursements (copies, mail, bank charges, etc.)				\$	6.10
Total Fees and disbursements				\$	3,866.10
* H.S.T. on exigible fees & disbursements (\$1,416.10 @ 13%)				\$	184.09
Total Balance Due				\$	4,050.19

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/1/2023	A.P.	0.25	*	Telephone discussion with CRA agent re: HST audit decision and obtain information in order to appeal or to request a written ruling.
6/2/2023	A.R.	0.25		Review email correspondence from J. Bantel re: potential purchaser and non-disclosure agreement. Review CBRE revised listing agreements. Review LOI from potential purchaser; email correspondence with S. Marwaha re: same.
6/2/2023	S.M.	0.25		Email Correspondence with J. Bantel regarding potential lead and NOI submitted: Review of Sonata Health Care LOI and email correspondence with J. Bantel for same: Review and sent NDA from Kimaya to A. Rutman for review and approval: Review of amended listing agreements from CBRE and provided comments to A. Rutman and attended discussion for review comments.
6/6/2023	A.R.	0.25		Email correspondence to counsel re: outstanding accounts. Review and execute listing agreements. Email exchange with G. Marchant re: distribution of sale proceeds. Email exchange with L. Smith re: amendments to Trailwinds Purchase Agreement.
6/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/8/2023	A.R.	0.25	*	Engaged in numerous email correspondence with K. Kraft re: filing of HST returns and HST exemption of US matters. Email correspondence and call with A. Palmer re: HST issue.
6/8/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/12/2023	A.P.	0.25	*	May 2023 bank reconciliations.
6/12/2023	A.R.	0.25		Engaged in various email correspondence re: finalization of Trailwinds Purchase Agreement; review and execute same; email correspondence with counsel re: signed Agreement. Review correspondence from CBRE re: fully executed listing agreements. Email correspondence with Hillmount re: Longleaf advance.
6/13/2023	A.R.	0.25		Email correspondence with CBRE re: signage for Florida Properties. Review correspondence re: Kimaya, LLC letter of intent to purchase Ocoee. Various email exchange with S. Marwah re: summary of LOI received. Review correspondence

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				re: Trailwinds Sale Agreement deposit. Review email correspondence from CBRE re: executed listing agreement.
6/13/2023	S.M.	0.25		Review of LOI sent by Lee & Associates and email correspondence with A. Rutman for discussion for same: Email Correspondence with E. Rowe from CBRE and Lee & Associates regarding next steps to work with the LOI.
6/15/2023	A.R.	0.25		Review correspondence from CBRE re: Florida Sales/Lease Disclosures. Email correspondence with CBRE re: Ocoee potential buyer.
6/15/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2023	A.R.	0.25	*	Draft Fifth Report to Creditors.
6/20/2023	A.R.	0.25	*	Review and amend Fifth Report to Creditors.
6/20/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/21/2023	A.R.	0.50	*	Engaged in various email correspondence with counsel re: Fifth Report to Creditors; review comments and amendments; discussions with staff re: changes. Review final report and appendices; discussion with A. Palmer re: email to all creditors.
6/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/22/2023	S.M.	0.50		Performed Review of bidding cots for Destin and performed comparison analysis in excel and sent to A. Rutman for review with comments
6/23/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on marketing material. Engaged in various email correspondence with interested party of Longleaf.
6/28/2023	A.R.	0.25		Various email correspondence and calls from investors re: update status.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/29/2023	A.R.	0.25		Email exchange with counsel re: update of marketing sale process. Email correspondence with E. Rowe re: update and launching date.
6/30/2023	A.R.	0.75		Review Destin Draft Marketing Brochure; email correspondence re: comments and amendments.
6/30/2023	S.M.	0.50		Reviewed the draft marketing material for Destin by CBRE and listed review comments for amendments to be made and sent to CBRE.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42728 - June 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42742

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from July 1, 2023 to July 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours	@	\$700.00	per hour	\$	2,625.00	
S. Marwaha	S.M.	0.25 hours	@	\$350.00	per hour	\$	87.50	
A. Palmer	A.P.	0.25 hours	@	\$275.00	per hour	\$	68.75	
R. DaSilva	R.D.	1.75 hours	@	\$265.00	per hour	\$	463.75	
Total fees							\$	3,245.00
Miscellaneous disbursements (copies, mail, bank charges, etc.)							\$	0.36
Total Fees and disbursements							\$	3,245.36
* H.S.T. on exigible fees & disbursements (\$532.86 @ 13%)							\$	69.27
Total Balance Due							\$	3,314.63

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/4/2023	A.R.	0.25		Email correspondence with E. Rowe re: information required re: Destin by Consultant and confirmation of site plan application submittal and queries to various properties.
7/6/2023	A.R.	0.25		Email correspondence to D. Lawson re: entitlement process. Email correspondence with E. Rowe and S. Marwaha re: D. Lawson as contact for queries and status of entitlements for all land parcels.
7/6/2023	S.M.	0.25		Attended call with engineering firms involved in civil entitlement consulting work for land parcels in Florida to confirm point of contact details and sent email introductions to E. Rowe with engineering consultation firms
7/10/2023	A.R.	0.25		Review Marketing Brochures; email exchange with E. Rowe re: comments to brochure and update on discussions with D. Lawson.
7/10/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/11/2023	A.R.	0.25		Email correspondence with E. Rowe and update on contacting D. Lawson. Email correspondence to D. Lawson re: contacting CBRE re: status of entitlements. Review correspondence from E. Rowe re: marketing queries.
7/12/2023	A.P.	0.25	*	June 2023 Bank reconciliations - 5 estates.
7/12/2023	A.R.	0.25		Email correspondence with E. Rowe re: update on contact with D. Lawson. Review file re: updated surveys. Email correspondence to D. Lawson requesting recent surveys.
7/13/2023	A.R.	0.25		Email correspondence to D. Lawson re: surveys; email correspondence with E. Rowe and staff re: same. Email correspondence with E. Rowe re: updated marketing materials; provide comments and correspondence re: suggesting launching. Email correspondence with K. Kraft re: outstanding US legal fees.
7/14/2023	A.R.	0.50		Call with R. Smith re: purchasing Receiver's loan. Email correspondence and call with Y. Levinson to discuss same. Call with CBRE.
7/17/2023	A.R.	0.25		Email correspondence to D. Lawson re: Destin inclusion of application for permitting in CBRE materials and request for

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				same. Review updated marketing materials; email exchange with E. Rowe re: same and update on discussions with D. Lawson re: plans and launching. Review correspondence re: outstanding US legal fees.
7/17/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/18/2023	A.R.	0.25		Review US legal invoices; email correspondence with James Irving. Discussions with R. DaSilva re: payment.
7/18/2023	R.D.	0.50	*	Review US legal invoices; discussions with A. Rutman re: same. Banking administration. Update Statement of Receipts and Disbursements.
7/20/2023	A.R.	0.25		Email correspondence to Dentons Canada re: update on CBRE launching of 4 properties; forward marketing material; email Trailwinds agreement and matters relating to counsel review for additional Legacy offers. Review email correspondence from Hillmount re: Trailwinds draw schedule.
7/24/2023	A.R.	0.50		Call with G. Marchant. Email correspondence to D. Lawson re: update on Destin permit application.
7/24/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/25/2023	A.R.	0.25		Review various documentation forwarded by D. Lawson for signature; email exchange re: amendments. Email correspondence with G. Marchant re: interested party submitting offer on all properties.
7/26/2023	A.R.	0.25		Review documents from Don Lawson requiring signature for Longleaf, Ocoee and Destin; email exchange re: queries to documents.
7/27/2023	A.R.	0.25		Email exchange with G. Marchant re: interested party of 4 properties. Review Don Lawson invoices.
7/31/2023	A.R.	0.25		Email exchange with D. Lawson re: status of entitlements and documents approving development subject to fees.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42763

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from August 1, 2023 to August 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.00 hours @	\$700.00 per hour	\$	2,100.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	5.75 hours @	\$265.00 per hour	\$	1,523.75
Total fees				\$	3,780.00
Miscellaneous disbursements (copies, mail, bank charges, etc.)				\$	0.19
Total Fees and disbursements				\$	3,780.19
* H.S.T. on exigible fees & disbursements (\$1,942.69 @ 13%)				\$	252.55
Total Balance Due				\$	4,032.74

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2023	A.R.	0.25		Review N21 Group invoices; discussion with R. DaSilva re: summary and amounts outstanding. Email correspondence to D. Lawson re: queries to invoices. Review correspondence from Dentons re: new procedure for appearing at hearing via zoom.
8/1/2023	R.D.	0.50	*	Review N21 invoices, update spreadsheet of payments to date and amount outstanding; review cash balances; discussion with A. Rutman re: same.
8/3/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/4/2023	A.R.	0.25		Review correspondence from L. Smith re: revised Form Purchase Agreement.
8/8/2023	R.D.	0.50	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration. Update Statement of Receipts and Disbursements.
8/10/2023	A.P.	0.25	*	July 2023 bank reconciliations.
8/10/2023	R.D.	1.00	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration.
8/11/2023	A.R.	0.25		Email correspondence with D. Lawson re: scheduling of call to discuss update and outstanding invoices. Review CBRE Reporting Letter; email exchange with K. Kraft re: same.
8/14/2023	A.R.	0.25		Conference call with D. Lawson re: update on properties. Email correspondence to A. Foster of Barclay Group re: Trailwinds 2023 budget information and wiring of funds. Review updated Statement of Receipts and Disbursements; discussion with R. DaSilva re: requirement for additional advance. Email correspondence to Hillmount Capital re: CBRE reporting letter.
8/14/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2023	A.R.	0.25	*	Email correspondence to D. Lawson re: payment of outstanding invoices. <i>*Discussion with R. DaSilva re: additional Receiver's advance. Email Receiver's Certificates to Hillmount.</i>

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/15/2023	R.D.	1.00	*	Banking administration. Update Statement of Receipts and Disbursements. Wire payments to N21. Review and amend Receiver invoices up to April 30, 2023 for HST correction.
8/16/2023	A.R.	0.25		Email exchange with G. Marchant re: marketing phase and update on sale of properties and query from investor on distribution.
8/17/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on Florida properties, suggested bid date, interested parties, zoning issues, standard APS and US legal counsel. Email correspondence to L. Smith and J. Irving re: update status of Receiver form offer. Review and execute Hillmount advance schedule.
8/17/2023	R.D.	1.00	*	Amend bills from Feb Nov 2021 - April 2023 re: amended HST.
8/18/2023	A.R.	0.25		Review correspondence from A. Foster of Barclay Group re: Trailwinds Property Owners Association payment. Review Agreement of Purchase and Sale; email correspondence with counsel re: comments to same. Forward Purchase and Sale Agreement to E. Rowe. Review CBRE Reporting Letter #3; email correspondence to E. Rowe re: same.
8/21/2023	A.R.	0.25	*	<i>*Email correspondence with Hillmount re: advances for each property.</i> Review correspondence re: Trailwinds Property Owners short payment. Review Destin proposed taxes.
8/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/23/2023	A.R.	0.25		Engaged in numerous email correspondence with CBRE re: sale process, interested parties, liens, easements and updates from D. Lawson. Email correspondence with interested party. Email correspondence with investor re: update on sale process. Email correspondence with G. Marchant re: interested party. Email correspondence to D. Lawson re: Ocoee site easement claim; email correspondence to L. Smith and J. Irving re: same.
8/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.



Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/25/2023	A.R.	0.25		Email exchange with G. Marchant re: allocation of Trailwinds sale funds. Review email correspondence from D. Lawson re: Ocoee claim and discussion with engineer. Review updated CBRE reporting letter; email exchange with E. Rowe re: same and scheduling of call.
8/28/2023	S.M.	0.25		Discussion with A. Rutman and Review of documentation for analysis for cost estimation analysis for land parcel for Ocoee
8/29/2023	A.R.	0.25		Email correspondence with J. Irving of Dentons Bingham re: outstanding invoices. Conference call with CBRE. Email correspondence with G. Marchant re: update on potential purchaser. Review correspondence re: Ocoee analysis of servicing costs obligation. Email correspondence to J. McGlade re: update on Trailwinds due diligence.
8/29/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42742 - july 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42773

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from September 1, 2023 to September 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	6.25 hours	@	\$700.00	per hour	\$	4,375.00
S. Marwaha	S.M.	3.25 hours	@	\$350.00	per hour	\$	1,137.50
A. Palmer	A.P.	0.25 hours	@	\$275.00	per hour	\$	68.75
R. DaSilva	R.D.	0.75 hours	@	\$265.00	per hour	\$	198.75
Total fees						\$	5,780.00
Miscellaneous disbursements (copies, mail, bank charges, etc.)						\$	0.19
Total Fees and disbursements						\$	5,780.19
* H.S.T. on exigible fees & disbursements (\$267.69 @ 13%)						\$	34.80
Total Balance Due						\$	5,814.99

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/1/2023	A.R.	0.25		Review CBRE update reporting letter.
9/7/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/8/2023	A.R.	1.00		Call with G. Marchant re: Amico. Review email correspondence from CBRE re: Destin letter of interest; email exchange with CBRE re: same. Review correspondence re: Trailwinds First Amendment to Purchase Agreement. Email correspondence with counsel re: Trailwinds extension. Review CBRE update reporting letter. Various email correspondence with CBRE and S. Marwaha re: documents to be posted to data room. Review file and various documents from N21; forward to S. Marwaha.
9/8/2023	S.M.	0.50		Email correspondence with A. Rutman regarding due diligence documents sent to CBRE; compiled the second set of due diligence documents for land parcels and sent to CBRE via Sharefile and email correspondence with CBRE regarding the second set of due diligence documents and contents listing and next steps. Email correspondence with T. Scott for request for additional information and documentation for cost analysis.
9/11/2023	A.P.	0.25	*	August 2023 bank reconciliations.
9/12/2023	A.R.	0.25		Email correspondence with G. Marchant re: update status on potential purchaser. Review correspondence from E. Rowe re: offers received.
9/13/2023	A.R.	0.50		Review various offers and summary; email correspondence with S. Marwaha re: same. Conference call with E. Rowe re: offer review. Call with G. Marchant. Review correspondence from D. Lawson re: authorization to access property re: Destin. Review email correspondence from C. Braverman re: update on comprehensive extension amendment proposal. Call with G. Marchant re: sale process and interested parties.
9/13/2023	S.M.	0.75		Email correspondence with A. Rutman regarding offers received for Land Parcels. Review of all offers received and compiled summary in excel for offers received for land parcels and sent to A. Rutman for review. Attended Call with A. Rutman and CBRE regarding discussion of offers received and next steps for land parcels. Updated the offers summary with additional offers received and sent to A. Rutman via email.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/15/2023	A.R.	0.50		Call with Dentons and C. Braverman re: comprehensive extension amendment proposal. Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; provide requested information. Various email correspondence with counsel re: Trailwinds Second Amendment. Email correspondence to Hillmount re: update on Trailwinds Purchaser and extension. Email correspondence with E. Rowe re: bid process query and offer received on Destin. Review correspondence from S. Marwaha re: Reimbursement Cost Summary.
9/15/2023	S.M.	0.25		Reviewed additional documentation received for Cost Assessments and updated excel analysis and sent with comments to A. Rutman for review. Sent email with S. Thompson for clarification and request for completed information and documentation per request for cost assessments.
9/19/2023	A.R.	0.25		Review email correspondence from E. Rowe and Destin offers.
9/20/2023	A.R.	1.00		Call with CBRE re: Destin offer review. Call with investors re: update on sale process.
9/21/2023	A.R.	0.50		Review Updated Statement of Receipts and Disbursements. Call with interested party. Call with G. Marchant. Calls with creditors. Call with interested party. Email correspondence with counsel re: scheduling of meeting at Dentons to discuss sales process.
9/21/2023	R.D.	0.25	*	Update Statement of Receipts and Disbursements.
9/22/2023	A.R.	0.25		Review summary of offers schedule and email correspondence with S. Marwaha re: same.
9/22/2023	S.M.	0.50		Updated the new offers received in summary report and sent to A. Rutman for review. Updated the excel worksheet summary per formatting suggestion by A. Rutman and sent via email.
9/26/2023	A.R.	0.50		Meeting with K. Kraft and Sara-Ann Wilson of Dentons Canada to discuss sales process. Review correspondence from L. Malaka of CBRE re: request for Phase 1 report and old title commitment for Destin.



Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/26/2023	S.M.	0.50		Email Correspondence with CBRE and sent due diligence documents requested for Destin Property via Sharefile. Attended meeting with K. Kraft and A. Rutman at his office for discussion of offers and next steps.
9/27/2023	A.R.	1.25		Review offer on Destin Property from CBRE; engaged in various email correspondence with counsel re: comments to offer. Email correspondence with CBRE re: request for Destin due diligence information and update on offers.
9/27/2023	S.M.	0.50		Sent Due diligence files for Destin via Sharefile and email confirmation for same with CBRE.
9/28/2023	S.M.	0.25		Performed review of additional documentation and response received for Ocoee cost assessments and sent with review comments for additional information and documentation request to T. Scott and attended call with A. Rutman and CBRE for discussion of offers and next steps.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42773 - sept 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42794

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from October 1, 2023 to October 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	14.00 hours	@	\$725.00 per hour	\$	10,150.00
S. Marwaha	S.M.	1.00 hours	@	\$405.00 per hour	\$	405.00
A. Palmer	A.P.	0.25 hours	@	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours	@	\$290.00 per hour	\$	290.00
Total fees					\$	10,917.50
Miscellaneous disbursements (copies, mail, bank charges, etc.)					\$	64.99
Total Fees and disbursements					\$	10,982.49
* H.S.T. on exigible fees & disbursements (\$1,152.49 @ 13%)					\$	149.82
Total Balance Due					\$	11,132.31

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/1/2023	A.R.	0.25		Review file re: sale of properties.
10/2/2023	A.R.	0.25		Email correspondence with E. Rowe re: update status on offers and call to discuss same. Email correspondence with investor re: update status on properties. Email exchange with F. Tayar re: Notice of Change of Lawyer.
10/2/2023	S.M.	0.25		Email with CBRE Re: Scheduling call: Attended Meeting with CBRE and A. Rutman for discussion on status and next steps for properties:
10/3/2023	A.R.	0.25		Review correspondence re: Sunbiz information and SWFWMD authorization form; email same to D. Lawson. Review correspondence from E. Rowe and S. Marwaha re: correspondence sent to Lawyer on Ocoee Cost assessments for additional information and documentation. Review correspondence from E. Rowe re: Destin offer.
10/4/2023	A.R.	0.75		Review legal invoices. Engaged in numerous email correspondence with Dentons US and Canada re: comments to Destin offer. Email exchange with S. Marwah and E. Rowe re: Destin offer. Email correspondence with investor.
10/4/2023	S.M.	0.50		Updated the Offers Summary and sent the updated summary to A. Rutman via email: Attended meeting with CBRE and A. Rutman for discussion regarding offers on land parcels and next steps:
10/5/2023	A.R.	2.00		Conference call with CBRE re: discussion on Destin offers. Review offers.
10/5/2023	A.R.	3.25		Engaged in various email correspondence with E. Rowe re: amendments to Destin offer; finalization and execution of same. Engaged in numerous email correspondence with Dentons US and Canada re: comments to Destin APA.
10/10/2023	A.R.	0.50		Review documents from NPDES Stormwater Program and email correspondence re: Receiver as responsible authority. Review offers and summary of all offers; email correspondence to counsel re: same. Email correspondence with E. Rowe re: specific pricing on Longleaf and Ft. Myers. Matters re: finalization of Destin Agreement; execute same. Various email exchange with E. Rowe re: amendments to 401 Beach Drive APS; email correspondence with L. Smith of Dentons US.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/11/2023	A.R.	1.25	*0.25	<i>Draft update report to Hillmount Capital re: sale process; email correspondence with Y. Levinson. Email correspondence with K. Kraft re finalization of Destin APS. Email exchange with E. Rowe re: Destin deposit to be sent to escrow agent. Engaged in numerous email exchange with counsel re: matters relating to the sale of the properties. Email correspondence with D. Lawson re: sale of Destin and suspension of entitlement process.</i>
10/11/2023	S.M.	0.25		Review of email from T. Scott for request for backups and invoice for cost assessment for Ocoee: Email Correspondence with CBRE regarding correspondence with T. Scott and confirmation of updated APA: Review of APA on Destin and explained the query with relevant facts to A. Rutman regarding deposit period for APA: Review of draft letter to Secured Creditors and made review comments and sent to A. Rutman for review:
10/12/2023	A.R.	0.25		Email correspondence with Y. Levinson re: term sheet renewal. Email correspondence with E. Rowe re: Destin deposit and Ft. Myers/Longleaf asking price. Review correspondence from L. Smith re: with closing logistics for the Florida transactions; email correspondence with Dentons Canada re: same.
10/13/2023	A.R.	0.50	*0.25	<i>Call with Y. Levinson re: renewal of term sheet and update on sale of properties. Various email correspondence and call with G. Marchant re: Hillmount loan. Email correspondence with Dentons Canada re: Hillmount loan extension. Review correspondence re: Destin Earnest Deposit Receipt. Email correspondence with E. Rowe re: pricing on Longleaf and Ft. Myers. Call with S. Strauss.</i>
10/16/2023	A.R.	0.50	*0.25	Email correspondence with S. Straus re; extending maturity dates on the loans and Destin sale. Email correspondence with G. Marchant. <i>Review updated Statement of Receipts and Disbursements and remaining funds; email correspondence with R. DaSilva re: same and Hillmount loan. Email correspondence with E. Rowe re: Hillmount loans and timing of price listing on Longleaf and Ft. Myers.</i>
10/16/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements and estimated remaining funds and Receiver's loan available; discussion with A. Rutman re: same.
10/17/2023	A.P.	0.25	*	September 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/17/2023	A.R.	0.25		Call and email correspondence with G. Marchant re: update on sale process. Call and email correspondence with Sara-Ann Wilson re: update on sale process.
10/18/2023	A.R.	0.25		Email correspondence with investor re: update on sale of properties.
10/19/2023	A.R.	0.25		Calls with creditors re: update on sale process. Email correspondence with G. Marchant re: total costs of receivership to date.
10/23/2023	A.R.	0.75	*0.25	Email correspondence to G. Marchant re: updated Statement of Receipts and Disbursements on all properties. <i>Various email correspondence with counsel re: creditors request for update report. Calls with creditors.</i> Email correspondence with staff re: payment of Trailwinds property taxes. Call and email correspondence with S. Straus re: loans, Destin sale and research of the Florida statute.
10/24/2023	A.R.	1.50		Various email correspondence with S. Straus re: Hillmount Capital renewal and update status of research on Florida Statute 286.23. Call to S. Straus. Conference call and email correspondence with CBRE re: update on sale of Destin, beneficial ownership agreement and statute law.
10/26/2023	A.R.	0.25		Call with S. Straus.
10/26/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
10/27/2023	A.R.	0.50		Engaged in various email correspondence with CBRE re; Destin sale and Notarized Affidavit for the School Board. Correspondence with E. Rowe re: New Port Richey and Summerlin offers. Review draft Affidavit and Disclosure of Beneficial Interest re: Destin; email draft to Dentons Canada for comments; email correspondence with S. Straus re: notarization.
10/30/2023	A.R.	0.50		Engaged in various email correspondence with CBRE and S. Straus re: Destin sale, notarized Affidavit for Buyer and Disclosure of Beneficial Interest.

Page 5

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/30/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42794 - oct 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42805

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from November 1, 2023 to November 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.75 hours @	\$725.00 per hour	\$	5,618.75
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
Total fees				\$	6,343.75
Miscellaneous disbursements (copies, mail, bank charges, etc.)				\$	16.96
Total Fees and disbursements				\$	6,360.71
* H.S.T. on exigible fees & disbursements (\$741.96 @ 13%)				\$	96.45
Total Balance Due				\$	6,457.16

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/1/2023	A.R.	0.25		Email exchange with E. Rowe re: update on Ocoee sale. Email correspondence re: scheduling of call to discuss update on various properties. Review tax bills.
11/3/2023	A.R.	0.25		Call with E. Rowe re: update on sale of various properties. Review offer received on Ocoee; email correspondence and comments to S. Straus re: same. Review updated summary of offer schedule; email correspondence with S. Marwaha re: same. Email correspondence with Hillmount Capital re: summary of offers received. Email correspondence with Dentons US re: S. Straus taking over sale process.
11/6/2023	A.R.	0.75		Call with S. Straus. Call with J. Cordova of S. Straus office. Conference call with S. Straus and J. Cordova of Enterprise Title re: sale of properties. Review package from School Board counsel re: Destin property and Affidavit to be notarized. Notarize documents. Forward Ocoee shared cost summary to S. Straus. Email Purchase Agreement template to S. Straus. Review correspondence from Dentons re: status conference in Chapter 15 Bankruptcy Cases.
11/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/7/2023	A.R.	0.25		Conference call and email correspondence with Hillmount Capital re: update on sale of properties and funding; email update to Dentons Canada. Call with J. Irving; review update re: hearing summary. Email correspondence to S. Straus re: Destin notarized documents. Review legal invoices. Email correspondence with R. DaSilva re: Ft. Myers violation re: grass cutting.
11/7/2023	R.D.	0.50	*	Draft projected cash flow. Discussions with A. Rutman. Banking administration. Update Statement of Receipts and Disbursements.
11/9/2023	A.P.	0.25	*	October 2023 bank reconciliations.
11/9/2023	A.R.	0.25		Conference call with S. Straus and J. Cordova of Enterprise Title. Review email correspondence from S. Straus re: comments to Ocoee agreement. Review Hillmount Capital meeting notes. Email correspondence to E. Rowe re: Ocoee Agreement to be sent to purchaser. Review email

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				correspondence and comments from S. Marwaha re: comments to Purchase Agreements.
11/9/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/10/2023	A.P.	0.25	*	Prepared 3rd interim reports of Receiver.
11/14/2023	A.R.	0.50		Review Ocoee and Ft. Myers amended purchase agreements and amendments; email correspondence with E. Rowe re: amended agreements. Call with S. Thompson. Email correspondence to G. Marchant re: update on Hillmount loan. Email correspondence with S. Straus re: Amended and Restated Easement Agreement and amendment to same. Various email correspondence with E. Rowe re: Ocoee and Ft. Myers amended Agreements. Various email correspondence re: Ft. Myers lot mowing. Call and email correspondence with S. Thompson of Lowndes re: Ocoee shared costs. Review correspondence from School District counsel re: confirmation on due diligence timing re: Destin.
11/14/2023	R.D.	0.50	*	Email correspondence re: Ft. Myers code of violation re: lot mowing. Banking administration. Update Statement of Receipts and Disbursements.
11/15/2023	A.R.	2.00		Email correspondence to S. Straus and Dentons re: comments to School Districts counsel letter re: confirmation on due diligence timing and title clearance on the mortgages shown on title, as well as the court approval on Destin; email correspondence to E. Rowe re: same. Review various correspondence from counsel re: Destin Escrow Agreement. Forward Destin Appraisals to S. Straus. Call with S. Straus.
11/16/2023	A.R.	2.00		Call with S. Straus re: Destin; email acknowledgement of deposit to S. Straus. Email correspondence with A. Palmer re: providing update to investor. Various email correspondence with M. Washburn re: Ft. Myers lot mowing. Review email correspondence from CBRE re: Destin Title Objection Letter; email correspondence to S. Straus re: same and scheduling of call to discuss. Email correspondence with Dentons and CBRE re: Objection Letter. Call with School Board counsel re: Destin Objection Letter.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/17/2023	A.R.	0.50		Call with S. Straus re: Destin Title Objection letter. Review correspondence from S. Straus to L. Oden-Muth of Covenant National re: Title Objection involvement.
11/20/2023	A.R.	0.50		Call with Hillmount Capital. Various email correspondence with S. Straus re: Destin survey and draft letter to Jeffrey McInnis re: Title Objection letter. Review correspondence from Dentons Canada re: outstanding invoice. Review invoice re: lot mowing. Review queries from TAPCO re: Ocoee insurance coverage increase.
11/23/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/27/2023	A.R.	0.25		Email exchange with E. Rowe re: update status on sale of properties. Email correspondence with investor re: update. Email correspondence with R. DaSilva re: payment of Destin tax bill.
11/27/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/30/2023	A.R.	0.25		Various email correspondence and conference call with CBRE re: update on sale of properties and various queries on properties.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42805 - nov 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES DESTIN LP AND
LEGACY LIFESTYLES DESTIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42810

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from December 1, 2023 to December 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.50 hours @	\$725.00 per hour	\$	1,087.50
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	1,450.00
Miscellaneous disbursements (copies, mail, bank charges, etc.)				\$	0.45
Total Fees and disbursements				\$	1,450.45
* H.S.T. on exigible fees & disbursements (\$362.95 @ 13%)				\$	47.18
Total Balance Due				\$	1,497.63

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
12/5/2023	A.R.	0.25		Various email correspondence with E. Rowe re: update on sale of properties and potential purchasers.
12/5/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/11/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/13/2023	A.P.	0.25	*	November 2023 bank reconciliations.
12/13/2023	A.R.	0.25		Email exchange with Dentons Canada re: Trailwinds extension and response to Charles Braverman re: request for extension. Email exchange with E. Rowe re: updates on sale of various properties.
12/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/16/2023	A.R.	0.25		Email correspondence with counsel re: update to creditors on sale process and upcoming report from Receiver.
12/20/2023	A.R.	0.25		Email correspondence and call with J. Irving. Email exchange with E. Rowe re: update on Destin and Ocoee.
12/28/2023	A.R.	0.50		Email correspondence with S. Straus and School Board of Okaloosa re: Destin sale and Commitment Rev. 1 containing additional language.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\destin\invoice 42810 - dec 2023 destin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42720

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from May 1, 2023 to May 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.50 hours @	\$700.00 per hour	\$	5,250.00
S. Marwaha	S.M.	5.75 hours @	\$350.00 per hour	\$	2,012.50
A. Palmer	A.P.	1.50 hours @	\$275.00 per hour	\$	412.50
R. DaSilva	R.D.	1.25 hours @	\$265.00 per hour	\$	331.25
Total fees				\$	8,006.25
Miscellaneous disbursements (copies, mail, etc.)				\$	34.89
Total fees and disbursements				\$	8,041.14
* H.S.T. on exigible fees & disbursements (\$1,828.64 @ 13%)				\$	237.72
Total Balance Due				\$	8,278.86

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2023	A.R.	0.50		Email correspondence to G. Marchant re: non-disclosure agreement to be signed by interested investors. Email correspondence with J. Shames re: data room docs. Review summary of land values per realtor's proposal and appraisal; email correspondence and discussion with S. Marwaha re: same. Email correspondence with J. Shames re: update on proposal.
5/1/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/1/2023	S.M.	0.50		Email Correspondence with R. DaSilva regarding copy for blank NDA: Email Correspondence with Lee & Associates for update on timelines to receive the proposal package: Summarized and compiled the values per broker opinion of value shared by JLL and CBRE and sent to A. Rutman for review with additional comments in email: Email Correspondence with A. Rutman regarding conversation with Ares Management for potential debt / Equity financing and email correspondence with L. Chua for details for project and discuss any potential interest from his firm: Reviewed the proposal package for quote for services from JLL and shared with A. Rutman for review and saved a copy on LAN: Email Correspondence with S. Jeremiah to confirm if he received the package for additional information for land parcels sent to him.
5/3/2023	A.R.	0.25		Various email correspondence with S. Marwaha re: survey, Lawson summary and the site description for land parcel for Wildwoods. Review email correspondence from J. Shames and S. Marwaha re: proposal from Berkadia Group and data room link. Review Lee & Associates proposal; email same to counsel. Email correspondence with US counsel James Irving and Leslie Smith of Dentons re: sale of properties and offer received on one of the properties.
5/3/2023	S.M.	0.50		Reviewed the broker opinion of value and inserted the suggested values in excel summary worksheet and sent to A. Rutman for review with additional review comments : Email Correspondence with Lee & Associates to request for proposal with quote for services to be provided by them: Email Correspondence with S. Jeremiah to request update on proposal timelines: Emailed the copies of survey, Lawson Summary and site description for Wildwood Property to A. Rutman per request: Email Correspondence with L. Chua regarding the summary of project for potential interest from his firm for debt/equity financing: Email Correspondence with A. Rutman regarding the proposal received from Lee & Associates and details for marketing strategy

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/4/2023	A.R.	0.50		Call with interested party from Sarasota, FL. Email correspondence with G. Marchant re: NDA signed by potential purchaser; email correspondence to S. Marwaha re: forwarding of Don Lawson offering memorandum.
5/4/2023	S.M.	1.00		Review and summarization in excel worksheet for Broker Opinion of values, strategy and other details received from potential realtors and sent to A. Rutman for review through email and follow up email correspondence with A. Rutman for discussion for the summary excel worksheet and details shared by realtors: Email correspondence with JLL and Lee & Associates to schedule a follow up meeting to discuss the details for broker opinion of value and other details shared previously by them: Review and saved the signed NDA from Ryan Smith and sent the offering memorandum package copy via email to him.
5/5/2023	A.R.	0.50		Engaged in various email correspondence with L. Smith of Dentons US re: Purchase Agreement received on Trailwinds and various details re: same. Email correspondence with potential purchaser. Email correspondence with G. Marchant re: signed NDA's from potential purchasers; email correspondence with S. Marwaha re: providing offering memorandum.
5/5/2023	S.M.	0.50		Attended meetings with JLL and Lee & Associates to discuss the details for marketing strategy suggested for their opinion for land parcels: Attended meeting with A. Rutman to discuss the summary from meetings with JLL and Lee & Associates for suggested marketing strategies and details for land parcels: Email Correspondence regarding signed NDA received from potential purchaser and saved the copy on LAN.
5/8/2023	A.R.	0.50	*	Call with potential purchaser. <i>Discussion with R. DaSilva re: remaining funds. Review and amend draft report to court; email correspondence with staff. Review draft materials and email correspondence with counsel.</i> Review D. Lawson notes; email correspondence to G. Marchant re: CIDC and signed NDA. Review correspondence from D. Lawson re: CDIC Welcome letter; email correspondence with S. Marwaha re: same.
5/8/2023	R.D.	0.50	*	Review Second Draft Report and Receiver's Activities; email correspondence to A. Rutman re: same. Banking administration.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2023	S.M.	0.75		Email the Lawson's Summary for Offering Memorandum to R. Smith via email: Updated the excel worksheet for analysis for summary for proposal from Realtor's proposals and sent to A. Rutman for review : Sent email to J. Shames from Colliers to request update for proposal from Berkadia Group for listing of land parcels in Florida: Performed analysis and drafted memo for background and information available for CIDC Group and sent to A. Rutman for review per request and email correspondence with A. Rutman for follow up discussion for the memo.
5/9/2023	A.R.	0.50	*	Email correspondence with G. Marchant re: potential purchaser. <i>Review Affidavit of Fees. Review updated Statement of Receipts and Disbursements. Review and amend draft report to court; engaged in various email correspondence with counsel re: same.</i> Email exchange with counsel re: amendments to realtor summary schedule. Email correspondence to E. Rowe of CBRE re: sale process. Review email correspondence re: update on Colliers proposal package.
5/9/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
5/10/2023	A.R.	0.50	*	<i>Further review and amendments to Second Report to Court; email correspondence with counsel; finalize and execute same.</i> Email correspondence with G. Marchant and interested party re: data room and offering memorandum files. Review Dentons Greenebaum invoice. Email correspondence with S. Marwaha re: amendments to Summary of Realtor Opinion schedule. Email correspondence with E. Rowe re: sale process.
5/10/2023	S.M.	0.25		Sent the Offering memorandum for Lawson Summary to R. Smith via secured mail via shapefile: Reviewed the summary for analysis for Realtor's proposals for the Receiver's report to Court and made changes and amendments and sent to A. Rutman for review: Attended discussion with A. Rutman to review and finalize the realtor's summary for report to be sent to Counsels.
5/11/2023	A.P.	0.25	*	April 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/11/2023	A.R.	0.50		Review email correspondence re: Dentons Bingham outstanding invoices; discussion with R. DaSilva re: same. Review Motion Record. Email correspondence with L. Smith of Dentons Greenebaum re: comments to Trailwinds Purchase Agreement. Email correspondence with G. Marchant, S. Marwaha re: information and data room to be provided to potential purchaser. Engaged in numerous email correspondence with counsel re: sale process and amendments to Second Report to Court.
5/11/2023	S.M.	0.25		Setup for document package to be shared with R. Smith and sent the documentation package for land parcels via secured mail on Sharefile
5/12/2023	A.R.	0.25		Email correspondence with G. Marchant re: potential purchaser of Trailwinds. Engaged in numerous email correspondence and discussion with S. Marwaha re: summary of land values and realtor proposals and appraisals. Review Berkadia proposal. Review email correspondence and comments from L. Smith re: Trailwinds Purchase Agreement. Email correspondence to counsel re: Berkadia proposal. Email correspondence and call from E. Rowe.
5/12/2023	S.M.	0.50		Reviewed the proposal listing package from Berkadia and added the analysis into excel worksheet and sent to A. Rutman for review via email and attended meeting with A. Rutman to discuss the merits and details for proposal sent by Berkadia Group.
5/15/2023	A.R.	0.25		Engaged in email correspondence with Dentons Greenebaum and Dentons Canada re: Trailwinds Agreement of Purchase and Sale; review Agreement. Email correspondence with J. Shames re: Berkadia proposal. Call with J. Shames. Call with M. Czechtowski. Email correspondence with potential purchaser of Trailwinds re: Purchase Agreement and Non-Disclosure Agreement; email correspondence with Dentons and S. Marwaha re: same. Email correspondence with Dentons Canada re: realtor proposals. Email correspondence to E. Rowe.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/16/2023	A.R.	0.50		Call and email correspondence with potential purchaser. Email correspondence and call with Hillmount Capital re: realtor proposals. Follow up email correspondence to D. Lawson re: update on municipalities and entitlements as well as construction cost estimates. Review email correspondence from J. Bantel of Lee & Associates re: Opinion of Value and potential JV scenario. Engaged in various email correspondence with Dentons Canada re: updates on realtor proposals, timelines and commission. Call with E. Rowe.
5/16/2023	S.M.	0.25		Email Correspondence with C. Braverman regarding word version of NDA sent per request: Setup of file package for J. McGlade and reviewed the package with A. Rutman: Sent secured email via sharefile and email correspondence with R. Smith regarding confirmation of additional files sent per request: Sent secured email via sharefile with file package for land parcel to J. McGlade and email correspondence for confirmation of receipt: Attended call with Lee & Associates regarding discussion and details for prospective leads with them for land parcels and discussion with A. Rutman for response from Lee & Associates.
5/17/2023	S.M.	0.25		Review and amended the appendix summary for realtor's proposal details with added section for Berkadia Group and sent to A. Rutman for review via email.
5/18/2023	A.R.	0.25	*	<i>Review draft supplemental report; provide comments to counsel. Engaged in various email correspondence with counsel re: supplemental report, Hillmount loan, amendments to summary of realtor proposals as well as update on Colliers proposal. Review supplementary motion record. Discussion with A. Palmer re: HST filings. Email correspondence to Colliers re: request for proposal.</i>
5/21/2023	A.R.	0.25	*	Review caselines court materials.
5/23/2023	A.R.	0.75	*	<i>Attend Legacy Motion. Email correspondence to E. Rowe re: court approval on sale of properties and preparation of listing agreements. Email correspondence to counsel re: analysis of advances and monthly carrying costs. Email correspondence with L. Smith re: comments to Trailwinds Purchaser's offer. Review Court Order and Endorsement. Email correspondence with staff re: uploading of court documents to website.</i>
5/23/2023	S.M.	0.25		Review of court order for approving of sales process listing authorization and engagement for listing services for CBRE and saved on LAN.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/25/2023	A.P.	1.25	*	Summerlin LP; Destin LP and Longleaf LP: Organize relevant invoices and respond to CRA audit letters for the period ending December 31, 2022 and send via fax.
5/25/2023	A.R.	0.50		Email correspondence and conference call with Dentons Canada and Dentons US re: Trailwinds Offer to Purchase. Call with Hillmount Capital. Email correspondence with potential Trailwinds purchaser and scheduling of call to discuss offer. Review email correspondence and construction cost analysis from S. Marwaha.
5/25/2023	S.M.	0.25		Drafted excel summary worksheet for comparison analysis for constructions costs per bidding documents and financial models prepared by N21 Group and sent to A. Rutman for review.
5/28/2023	A.R.	0.25		Review email correspondence from D. Lawson re: entitlement status.
5/29/2023	A.R.	0.25		Review construction cost variance analysis spreadsheet; email correspondence and discussion with S. Marwaha re: same. Email entitlement status to S. Marwaha. Review CBRE listing agreements; email correspondence with counsel re: same.
5/29/2023	S.M.	0.25		Review of construction costs schedule for Longleaf and Ocoee and performed viability assessments in financial models and sent comments to A. Rutman and attended discussion for the changes and assessment.
5/30/2023	A.R.	0.25		Conference call with Dentons US, C. Braverman and potential purchaser re: Trailwinds offer to purchase. Review notes from Trailwinds call. Call with CBRE re: listing agreements. Email correspondence to L. Smith of Dentons re: mark up of Trailwinds purchase agreement; review amendments. Discussion with S. Marwaha re: comments to listing agreements. Email correspondence with Trailwinds potential purchaser. Engaged in email correspondence with CBRE and counsel re: comments to listing agreements. Email correspondence with S. Marwaha re: response to J. Bantel of Lee & Associates re: offers for 2 potential developer groups.



Page 8

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/30/2023	S.M.	0.25		Correspondence with A. Rutman regarding potential leads from Lee & Associates for land parcels in Florida: Email Correspondence with J. Bantel regarding status update on listing of properties: Reviewed the listing agreements from CBRE and attended discussion with A. Rutman for review comments from analysis.
5/31/2023	A.R.	0.25		Review email correspondence from counsel re: listing of properties and preparation of purchase agreement. Review update from Don Lawson re: entitlement status. Email correspondence to L. Smith of Dentons US re: comments to Trailwinds offer. Email correspondence to E. Rowe re: comments to listing agreement.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\summerlin\invoice 42720 - may 2023 - summerlin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42731

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from June 1, 2023 to June 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours @	\$700.00 per hour	\$	2,625.00
S. Marwaha	S.M.	1.25 hours @	\$350.00 per hour	\$	437.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	3,528.75
Miscellaneous disbursements (copies, mail, etc.)				\$	6.09
Total fees and disbursements				\$	3,534.84
* H.S.T. on exigible fees & disbursements (\$1,347.34 @ 13%)				\$	175.15
Total Balance Due				\$	3,709.99

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/1/2023	A.R.	0.25		Review email correspondence from J. Bantel and S. Marwaha re: potential purchasers and amendments to non-disclosure agreement. Email correspondence with CBRE re: updated listing agreements. Email correspondence with L. Smith re: amendments to Trailwinds purchase agreement.
6/1/2023	S.M.	0.25		Email Correspondence with J. Bantel regarding NDA draft changes for a lead.
6/2/2023	A.R.	0.25		Review email correspondence from J. Bantel re: potential purchaser and non-disclosure agreement. Review CBRE revised listing agreements. Review LOI from potential purchaser; email correspondence with S. Marwaha re: same.
6/2/2023	S.M.	0.50		Email Correspondence with J. Bantel regarding potential lead and NOI submitted: Review of Sonata Health Care LOI and email correspondence with J. Bantel for same: Review and sent NDA from Kimaya to A. Rutman for review and approval: Review of amended listing agreements from CBRE and provided comments to A. Rutman and attended discussion for review comments.
6/5/2023	A.R.	0.25		Email correspondence with counsel re: comments to amendments to listing agreements. Email correspondence with G. Marchant re: sale of properties and update on Trailwinds offer. Review email correspondence from D. Lawson re; wastewater application and costs. Review comments from counsel re: listing agreements; email same to CBRE.
6/7/2023	A.R.	0.50		Email exchange with Lawson Group re: Agent Authorization for the Longleaf SWFWMD permit and Summerlin utility permitting. Email correspondence with CBRE re: fully executed listing agreements.
6/8/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/8/2023	S.M.	0.25		Email Correspondence with E. Rowe from CBRE regarding additional documentation to be sent for land parcels and sent the additional documentation and information for land parcels via sharefile to E. Rowe from CBRE.
6/12/2023	A.P.	0.25	*	May 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/12/2023	A.R.	0.25		Engaged in various email correspondence re: finalization of Trailwinds Purchase Agreement; review and execute same; email correspondence with counsel re: signed Agreement. Review correspondence from CBRE re: fully executed listing agreements. Email correspondence with Hillmount re: Longleaf advance.
6/13/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/13/2023	S.M.	0.25		Review of LOI sent by Lee & Associates and email correspondence with A. Rutman for discussion for same: Email Correspondence with E. Rowe from CBRE and Lee & Associates regarding next steps to work with the LOI.
6/15/2023	A.R.	0.25		Review correspondence from CBRE re: Florida Sales/Lease Disclosures. Email correspondence with CBRE re: Ocoee potential buyer.
6/15/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
6/16/2023	A.R.	0.25		Email correspondence with Lawson Group re: Agent authorization for the SWFWMD permit.
6/19/2023	A.R.	0.25	*	Draft Fifth Report to Creditors.
6/20/2023	A.R.	0.25	*	Review and amend Fifth Report to Creditors.
6/20/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/21/2023	A.R.	0.50	*	<i>Engaged in various email correspondence with counsel re: Fifth Report to Creditors; review comments and amendments; discussions with staff re: changes. Review final report and appendices; discussion with A. Palmer re: email to all creditors.(0.25)</i> Email correspondence with S. Marwaha re: Summerlin - Construction Costs provided by Don Lawson from NDC Construction.
6/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/23/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on marketing material. Engaged in various email correspondence with interested party of Longleaf.
6/27/2023	A.R.	0.25	*	Email correspondence and call with various investors re: updated report and status.
6/28/2023	A.R.	0.25		Various email correspondence and calls from investors re: update status.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\summerlin\invoice 42731 -June 2023 - summerlin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42745

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from July 1, 2023 to July 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.50 hours @	\$700.00 per hour	\$	2,450.00
S. Marwaha	S.M.	0.50 hours @	\$350.00 per hour	\$	175.00
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.75 hours @	\$265.00 per hour	\$	463.75
Total fees				\$	3,157.50
Miscellaneous disbursements (copies, mail, etc.)				\$	0.37
Total fees and disbursements				\$	3,157.87
* H.S.T. on exigible fees & disbursements (\$532.87 @ 13%)				\$	69.27
Total Balance Due				\$	<u>3,227.14</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/5/2023	A.R.	0.25		Email correspondence to E. Rowe re: Consultant firm names.
7/6/2023	A.R.	0.25		Email correspondence to D. Lawson re: entitlement process. Email correspondence with E. Rowe and S. Marwaha re: D. Lawson as contact for queries and status of entitlements for all land parcels.
7/6/2023	S.M.	0.25		Attended call with engineering firms involved in civil entitlement consulting work for land parcels in Florida to confirm point of contact details and sent email introductions to E. Rowe with engineering consultation firms
7/7/2023	A.R.	0.50		Review draft Fort Myers brochure; email correspondence with E. Rowe re: same; email correspondence with S. Marwaha re: comments to same.
7/7/2023	S.M.	0.25		Reviewed the brochure for Ft. Myers by CBRE and send comments to A. Rutman via email.
7/10/2023	A.R.	0.25		Review Marketing Brochures; email exchange with E. Rowe re: comments to brochure and update on discussions with D. Lawson.
7/10/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/12/2023	A.P.	0.25	*	June 2023 Bank reconciliations - 5 estates.
7/12/2023	A.R.	0.25		Email correspondence with E. Rowe re: update on contact with D. Lawson. Review file re: updated surveys. Email correspondence to D. Lawson requesting recent surveys.
7/13/2023	A.R.	0.25		Email correspondence to D. Lawson re: surveys; email correspondence with E. Rowe and staff re: same. Email correspondence with E. Rowe re: updated marketing materials; provide comments and correspondence re: suggesting launching. Email correspondence with K. Kraft re: outstanding US legal fees.
7/14/2023	A.R.	0.25		Call with R. Smith re: purchasing Receiver's loan. Email correspondence and call with Y. Levinson to discuss same. Call with CBRE.
7/17/2023	A.R.	0.25		Email correspondence to D. Lawson re: Destin inclusion of application for permitting in CBRE materials and request for

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				same. Review updated marketing materials; email exchange with E. Rowe re: same and update on discussions with D. Lawson re: plans and launching. Review correspondence re: outstanding US legal fees. Email correspondence to Hillmount re: Trailwinds additional advance.
7/17/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/18/2023	A.R.	0.25		Review US legal invoices; email correspondence with James Irving. Discussions with R. DaSilva re: payment.
7/18/2023	R.D.	0.50	*	Review US legal invoices; discussions with A. Rutman re: same. Banking administration. Update Statement of Receipts and Disbursements.
7/20/2023	A.R.	0.25		Email correspondence to Dentons Canada re: update on CBRE launching of 4 properties; forward marketing material; email Trailwinds agreement and matters relating to counsel review for additional Legacy offers. Review email correspondence from Hillmount re: Trailwinds draw schedule.
7/24/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/25/2023	A.R.	0.25		Review various documentation forwarded by D. Lawson for signature; email exchange re: amendments. Email correspondence with G. Marchant re: interested party submitting offer on all properties.
7/27/2023	A.R.	0.25		Email exchange with G. Marchant re: interested party of 4 properties. Review Don Lawson invoices.
7/31/2023	A.R.	0.25		Email exchange with D. Lawson re: status of entitlements and documents approving development subject to fees.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42766

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from August 1, 2023 to August 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.25 hours @	\$700.00 per hour	\$	2,275.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	5.50 hours @	\$265.00 per hour	\$	1,457.50
Total fees				\$	3,888.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.18
Total fees and disbursements				\$	3,888.93
* H.S.T. on exigible fees & disbursements (\$1,701.43 @ 13%)				\$	221.19
Total Balance Due				\$	<u>4,110.12</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2023	A.R.	0.25		Review N21 Group invoices; discussion with R. DaSilva re: summary and amounts outstanding. Email correspondence to D. Lawson re: queries to invoices. Review correspondence from Dentons re: new procedure for appearing at hearing via zoom.
8/1/2023	R.D.	0.25	*	Review N21 invoices, update spreadsheet of payments to date and amount outstanding; review cash balances; discussion with A. Rutman re: same.
8/3/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/8/2023	R.D.	0.50	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration. Update Statement of Receipts and Disbursements.
8/10/2023	A.P.	0.25	*	July 2023 bank reconciliations.
8/10/2023	R.D.	1.00	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration.
8/11/2023	A.R.	0.25		Email correspondence with D. Lawson re: scheduling of call to discuss update and outstanding invoices. Review CBRE Reporting Letter; email exchange with K. Kraft re: same.
8/14/2023	A.R.	0.25	*	Conference call with D. Lawson re: update on properties. Email correspondence to A. Foster of Barclay Group re: Trailwinds 2023 budget information and wiring of funds. <i>*Review updated Statement of Receipts and Disbursements; discussion with R. DaSilva re: requirement for additional advance. Email correspondence to Hillmount Capital re: CBRE reporting letter.</i>
8/14/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Wire payments to N21. Review and amend Receiver invoices up to April 30, 2023 for HST correction.
8/16/2023	A.R.	0.25		Email exchange with G. Marchant re: marketing phase and update on sale of properties and query from investor on distribution.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
8/17/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on Florida properties, suggested bid date, interested parties, zoning issues, standard APS and US legal counsel. Email correspondence to L. Smith and J. Irving re: update status of Receiver form offer. Review and execute Hillmount advance schedule.
8/17/2023	R.D.	1.00	*	Amend bills from Feb Nov 2021 - April 2023 re: amended HST.
8/18/2023	A.R.	0.25		Review correspondence from A. Foster of Barclay Group re: Trailwinds Property Owners Association payment. Review Agreement of Purchase and Sale; email correspondence with counsel re: comments to same. Forward Purchase and Sale Agreement to E. Rowe. Review CBRE Reporting Letter #3; email correspondence to E. Rowe re: same.
8/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2023	A.R.	0.25		Review correspondence re: South Florida water permit.
8/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/23/2023	A.R.	0.25		Engaged in numerous email correspondence with CBRE re: sale process, interested parties, liens, easements and updates from D. Lawson. Email correspondence with interested party. Email correspondence with investor re: update on sale process. Email correspondence with G. Marchant re: interested party. Email correspondence to D. Lawson re: Ocoee site easement claim; email correspondence to L. Smith and J. Irving re: same.
8/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/25/2023	A.R.	0.50		Email exchange with G. Marchant re: allocation of Trailwinds sale funds. Review email correspondence from D. Lawson re: Ocoee claim and discussion with engineer. Review updated CBRE reporting letter; email exchange with E. Rowe re: same and scheduling of call.
8/28/2023	S.M.	0.25		Discussion with A. Rutman and Review of documentation for analysis for cost estimation analysis for land parcel for Ocoee

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
8/29/2023	A.R.	0.50		Email correspondence with J. Irving of Dentons Bingham re: outstanding invoices. Conference call with CBRE. Email correspondence with G. Marchant re: update on potential purchaser. Review correspondence re: Ocoee analysis of servicing costs obligation. Email correspondence to J. McGlade re: update on Trailwinds due diligence.
8/29/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/30/2023	A.R.	0.25		Email correspondence and discussion with S. Marwaha re: Legacy Reimbursement Cost Summary and additional information required for expense items.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\summerlin\invoice 42766 - aug 2023 - summerlin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42776

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from September 1, 2023 to September 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.75 hours @	\$700.00 per hour	\$	1,225.00
S. Marwaha	S.M.	2.50 hours @	\$350.00 per hour	\$	875.00
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	0.50 hours @	\$265.00 per hour	\$	132.50
Total fees				\$	2,301.25
Miscellaneous disbursements (copies, mail, etc.)				\$	0.18
Total fees and disbursements				\$	2,301.43
* H.S.T. on exigible fees & disbursements (\$201.43 @ 13%)				\$	26.19
Total Balance Due				\$	<u>2,327.62</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST</i> <i>Exigible</i>	<u>Detail</u>
9/1/2023	A.R.	0.25		Review CBRE update reporting letter.
9/8/2023	A.R.	0.25		Call with G. Marchant re: Amico. Review email correspondence from CBRE re: Destin letter of interest; email exchange with CBRE re: same. Review correspondence re: Trailwinds First Amendment to Purchase Agreement. Email correspondence with counsel re: Trailwinds extension. Review CBRE update reporting letter. Various email correspondence with CBRE and S. Marwaha re: documents to be posted to data room. Review file and various documents from N21; forward to S. Marwaha.
9/8/2023	S.M.	0.50		Email correspondence with A. Rutman regarding due diligence documents sent to CBRE; compiled the second set of due diligence documents for land parcels and sent to CBRE via Sharefile and email correspondence with CBRE regarding the second set of due diligence documents and contents listing and next steps. Email correspondence with T. Scott for request for additional information and documentation for cost analysis.
9/11/2023	A.P.	0.25	*	August 2023 bank reconciliations.
9/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/13/2023	A.R.	0.50		Review various offers and summary; email correspondence with S. Marwaha re: same. Conference call with E. Rowe re: offer review. Call with G. Marchant. Review correspondence from D. Lawson re: authorization to access property re: Destin. Review email correspondence from C. Braverman re: update on comprehensive extension amendment proposal. Call with G. Marchant re: sale process and interested parties.
9/13/2023	S.M.	0.75		Email correspondence with A. Rutman regarding offers received for Land Parcels. Review of all offers received and compiled summary in excel for offers received for land parcels and sent to A. Rutman for review. Attended Call with A. Rutman and CBRE regarding discussion of offers received and next steps for land parcels. Updated the offers summary with additional offers received and sent to A. Rutman via email.
9/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
9/15/2023	A.R.	0.25		Call with Dentons and C. Braverman re: comprehensive extension amendment proposal. Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; provide requested information. Various email correspondence with counsel re: Trailwinds Second Amendment. Email correspondence to Hillmount re: update on Trailwinds Purchaser and extension. Email correspondence with E. Rowe re: bid process query and offer received on Destin. Review correspondence from S. Marwaha re: Reimbursement Cost Summary.
9/15/2023	S.M.	0.25		Reviewed additional documentation received for Cost Assessments and updated excel analysis and sent with comments to A. Rutman for review. Sent email with S. Thompson for clarification and request for completed information and documentation per request for cost assessments.
9/21/2023	A.R.	0.25		Review Updated Statement of Receipts and Disbursements. Call with interested party. Call with G. Marchant. Calls with creditors. Call with interested party. Email correspondence with counsel re: scheduling of meeting at Dentons to discuss sales process.
9/22/2023	A.R.	0.25		Review summary of offers schedule and email correspondence with S. Marwaha re: same.
9/22/2023	S.M.	0.50		Updated the new offers received in summary report and sent to A. Rutman for review. Updated the excel worksheet summary per formatting suggestion by A. Rutman and sent via email.
9/26/2023	S.M.	0.25		Email Correspondence with CBRE and sent due diligence documents requested for Destin Property via Sharefile. Attended meeting with K. Kraft and A. Rutman at his office for discussion of offers and next steps.
9/28/2023	S.M.	0.25		Performed review of additional documentation and response received for Ocoee cost assessments and sent with review comments for additional information and documentation request to T. Scott and attended call with A. Rutman and CBRE for discussion of offers and next steps.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42797

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from October 1, 2023 to October 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.75 hours @	\$725.00 per hour	\$	3,443.75
S. Marwaha	S.M.	0.75 hours @	\$405.00 per hour	\$	303.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	4,110.00
Miscellaneous disbursements (copies, mail, etc.)				\$	64.98
Total fees and disbursements				\$	4,174.98
* H.S.T. on exigible fees & disbursements (\$1,152.48 @ 13%)				\$	149.82
Total Balance Due				\$	4,324.80

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/2/2023	A.R.	0.25		Email correspondence with E. Rowe re: update status on offers and call to discuss same. Email correspondence with investor re: update status on properties. Email exchange with F. Tayar re: Notice of Change of Lawyer.
10/2/2023	S.M.	0.25		Email with CBRE Re: Scheduling call: Attended Meeting with CBRE and A. Rutman for discussion on status and next steps for properties:
10/4/2023	S.M.	0.25		Updated the Offers Summary and sent the updated summary to A. Rutman via email: Attended meeting with CBRE and A. Rutman for discussion regarding offers on land parcels and next steps:
10/10/2023	A.R.	1.25		Review documents from NPDES Stormwater Program and email correspondence re: Receiver as responsible authority. Review offers and summary of all offers; email correspondence to counsel re: same. Email correspondence with E. Rowe re: specific pricing on Longleaf and Ft. Myers. Matters re: finalization of Destin Agreement; execute same. Various email exchange with E. Rowe re: amendments to 401 Beach Drive APS; email correspondence with L. Smith of Dentons US.
10/11/2023	A.R.	0.25	*0.25	<i>Draft update report to Hillmount Capital re: sale process; email correspondence with Y. Levinson.</i> Email correspondence with K. Kraft re finalization of Destin APS. Email exchange with E. Rowe re: Destin deposit to be sent to escrow agent. Engaged in numerous email exchange with counsel re: matters relating to the sale of the properties. Email correspondence with D. Lawson re: sale of Destin and suspension of entitlement process.
10/11/2023	S.M.	0.25		Review of email from T. Scott for request for backups and invoice for cost assessment for Ocoee: Email Correspondence with CBRE regarding correspondence with T. Scott and confirmation of updated APA: Review of APA on Destin and explained the query with relevant facts to A. Rutman regarding deposit period for APA: Review of draft letter to Secured Creditors and made review comments and sent to A. Rutman for review:
10/12/2023	A.R.	0.25		Email correspondence with Y. Levinson re: term sheet renewal. Email correspondence with E. Rowe re: Destin deposit and Ft. Myers/Longleaf asking price. Review correspondence from L. Smith re: with closing logistics for the Florida transactions; email correspondence with Dentons Canada re: same.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/13/2023	A.R.	0.50	*0.25	Call with Y. Levinson re: renewal of term sheet and update on sale of properties. Various email correspondence and call with G. Marchant re: Hillmount loan. Email correspondence with Dentons Canada re: Hillmount loan extension. Review correspondence re: Destin Earnest Deposit Receipt. Email correspondence with E. Rowe re: pricing on Longleaf and Ft. Myers. Call with S. Strauss.
10/16/2023	A.R.	0.25	*0.25	Email correspondence with S. Straus re; extending maturity dates on the loans and Destin sale. Email correspondence with G. Marchant. Review updated Statement of Receipts and Disbursements and remaining funds; email correspondence with R. DaSilva re: same and Hillmount loan. Email correspondence with E. Rowe re: Hillmount loans and timing of price listing on Longleaf and Ft. Myers.
10/16/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements and estimated remaining funds and Receiver's loan available; discussion with A. Rutman re: same.
10/17/2023	A.P.	0.25	*	September 2023 bank reconciliations.
10/17/2023	A.R.	0.25		Call and email correspondence with G. Marchant re: update on sale process. Call and email correspondence with Sara-Ann Wilson re: update on sale process.
10/18/2023	A.R.	0.25		Email correspondence with investor re: update on sale of properties.
10/19/2023	A.R.	0.25		Calls with creditors re: update on sale process. Email correspondence with G. Marchant re: total costs of receivership to date.
10/23/2023	A.R.	0.25	*0.25	Email correspondence to G. Marchant re: updated Statement of Receipts and Disbursements on all properties. Various email correspondence with counsel re: creditors request for update report. Calls with creditors. Email correspondence with staff re: payment of Trailwinds property taxes. Call and email correspondence with S. Straus re: loans, Destin sale and research of the Florida statute.
10/24/2023	A.R.	0.25		Various email correspondence with S. Straus re: Hillmount Capital renewal and update status of research on Florida Statute 286.23. Call to S. Straus. Conference call and email

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				correspondence with CBRE re: update on sale of Destin, beneficial ownership agreement and statute law.
10/26/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
10/27/2023	A.R.	0.50		Engaged in various email correspondence with CBRE re; Destin sale and Notarized Affidavit for the School Board. Correspondence with E. Rowe re: New Port Richey and Summerlin offers. Review draft Affidavit and Disclosure of Beneficial Interest re: Destin; email draft to Dentons Canada for comments; email correspondence with S. Straus re: notarization.
10/29/2023	A.R.	0.25		Email correspondence to E. Rowe re: comments to offers on Port Richey and Summerlin.
10/30/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\summerlin\invoice 42797 - oct 2023 - summerlin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42808

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from November 1, 2023 to November 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	5.25 hours @	\$725.00 per hour	\$	3,806.25
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	<u>507.50</u>
Total fees				\$	4,458.75
Miscellaneous disbursements (copies, mail, etc.)				\$	<u>16.96</u>
Total fees and disbursements				\$	4,475.71
* H.S.T. on exigible fees & disbursements (\$669.46 @ 13%)				\$	<u>87.03</u>
Total Balance Due				\$	<u><u>4,562.74</u></u>

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/2/2023	A.R.	0.50		Email correspondence with staff re: payment of tax bills. Review email correspondence from E. Rowe re: LOI received on Ft. Myers.
11/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/3/2023	A.R.	0.25		Call with E. Rowe re: update on sale of various properties. Review offer received on Ocoee; email correspondence and comments to S. Straus re: same. Review updated summary of offer schedule; email correspondence with S. Marwaha re: same. Email correspondence with Hillmount Capital re: summary of offers received. Email correspondence with Dentons US re: S. Straus taking over sale process.
11/6/2023	A.R.	0.25		Call with S. Straus. Call with J. Cordova of S. Straus office. Conference call with S. Straus and J. Cordova of Enterprise Title re: sale of properties. Review package from School Board counsel re: Destin property and Affidavit to be notarized. Notarize documents. Forward Ocoee shared cost summary to S. Straus. Email Purchase Agreement template to S. Straus. Review correspondence from Dentons re: status conference in Chapter 15 Bankruptcy Cases.
11/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/7/2023	A.R.	0.50		Conference call and email correspondence with Hillmount Capital re: update on sale of properties and funding; email update to Dentons Canada. Call with J. Irving; review update re: hearing summary. Email correspondence to S. Straus re: Destin notarized documents. Review legal invoices. Email correspondence with R. DaSilva re: Ft. Myers violation re: grass cutting.
11/7/2023	R.D.	0.50	*	Draft projected cash flow. Discussions with A. Rutman. Banking administration. Update Statement of Receipts and Disbursements.
11/8/2023	A.R.	0.25		Email correspondence to S. Straus re: update status on Agreements for sale of properties.
11/9/2023	A.P.	0.25	*	October 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/9/2023	A.R.	0.25		Conference call with S. Straus and J. Cordova of Enterprise Title. Review email correspondence from S. Straus re: comments to Ocoee agreement. Review Hillmount Capital meeting notes. Email correspondence to E. Rowe re: Ocoee Agreement to be sent to purchaser. Review email correspondence and comments from S. Marwaha re: comments to Purchase Agreements.
11/10/2023	A.R.	0.50		Engaged in various email correspondence and call with S. Straus re: sale of properties, Ocoee joint construction costs. Various email exchange with E. Rowe of CBRE re: Ocoee potential purchaser and Ocoee Agreement. Email correspondence with S. Straus. Review amended Ft. Myers Agreement; forward to E. Rowe. Email correspondence with S. Marwaha re: draft response to S. Thompson re: Ocoee shared costs.
11/13/2023	A.P.	0.25	*	Finish up 3rd interim statements of receiver, arranged to have signed and fax to OSB.
11/13/2023	A.R.	0.50		Email correspondence with staff re: request to increase in Ocoee insurance coverage. Engaged in numerous email correspondence and call with S. Straus re: Ocoee sale. Review Ocoee shared Services Easement and detailed invoices supplied; forward Easement Agreement to S. Straus. Review comments and amended Purchase Agreements from S. Straus. Forward summary of offers schedule to S. Straus. Email correspondence with E. Rowe of CBRE re: Ft. Myers.
11/14/2023	A.R.	1.00		Review Ocoee and Ft. Myers amended purchase agreements and amendments; email correspondence with E. Rowe re: amended agreements. Call with S. Thompson. Email correspondence to G. Marchant re: update on Hillmount loan. Email correspondence with S. Straus re: Amended and Restated Easement Agreement and amendment to same. Various email correspondence with E. Rowe re: Ocoee and Ft. Myers amended Agreements. Various email correspondence re: Ft. Myers lot mowing. Call and email correspondence with S. Thompson of Lowndes re: Ocoee shared costs. Review correspondence from School District counsel re: confirmation on due diligence timing re: Destin.
11/14/2023	R.D.	0.25	*	Email correspondence re: Ft. Myers code of violation re: lot mowing. Banking administration. Update Statement of Receipts and Disbursements.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/16/2023	A.R.	0.50		Call with S. Straus re: Destin; email acknowledgement of deposit to S. Straus. Email correspondence with A. Palmer re: providing update to investor. Various email correspondence with M. Washburn re: Ft. Myers lot mowing. Review email correspondence from CBRE re: Destin Title Objection Letter; email correspondence to S. Straus re: same and scheduling of call to discuss. Email correspondence with Dentons and CBRE re: Objection Letter. Call with School Board counsel re: Destin Objection Letter.
11/20/2023	A.R.	0.25		Call with Hillmount Capital. Various email correspondence with S. Straus re: Destin survey and draft letter to Jeffrey McInnis re: Title Objection letter. Review correspondence from Dentons Canada re: outstanding invoice. Review invoice re: lot mowing. Review queries from TAPCO re: Ocoee insurance coverage increase.
11/21/2023	A.R.	0.25		Email correspondence to G. Marchant re: update on Hillmount renewal term sheet. Email exchange with E. Rowe of CBRE re: update on sale of properties.
11/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/28/2023	R.D.	0.25	*	Email correspondence with A. Moghaddam of First Capital Property & Casualty re: Ocoee insurance coverage increase. Banking administration. Update Statement of Receipts and Disbursements.
11/30/2023	A.R.	0.25		Various email correspondence and conference call with CBRE re: update on sale of properties and various queries on properties.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\summerlin\invoice 42808 - nov 2023 - summerlin.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES SUMMERLIN LP AND
LEGACY LIFESTYLES SUMMERLIN GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42813

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from December 1, 2023 to December 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.25 hours @	\$725.00 per hour	\$	906.25
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	1,268.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.44
Total fees and disbursements				\$	1,269.19
* H.S.T. on exigible fees & disbursements (\$544.19 @ 13%)				\$	70.74
Total Balance Due				\$	1,339.93

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
12/5/2023	A.R.	0.25		Various email correspondence with E. Rowe re: update on sale of properties and potential purchasers.
12/5/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/7/2023	A.R.	0.25		Review update from E. Rowe re: sale of Ft Myers.
12/12/2023	A.R.	0.25	*	Discussions with R. DaSilva re: remaining funds, outstanding fees and additional borrowing. Email correspondence to Hillmount re: additional advance for Ocoee and Ft. Myers.
12/12/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
12/13/2023	A.P.	0.25	*	November 2023 bank reconciliations.
12/14/2023	A.R.	0.25		Call with S. Ann Wilson of Dentons Canada. Call with S. Straus. Review file re: Trailwinds Objection Letter. Various email correspondence re: Charles Braverman extension request re: Trailwinds. Email correspondence with E. Rowe re: update on sale of properties.
12/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/17/2023	A.R.	0.25		Email exchange with counsel re: providing update to creditors on sale process and Hillmount term sheet. Email correspondence to S. Straus re: update on Longleaf.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\summerlin\invoice 42813 - dec 2023 - summerlin.docx



**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42719

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from May 1, 2023 to May 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	10.00 hours @	\$700.00 per hour	\$	7,000.00
S. Marwaha	S.M.	4.50 hours @	\$350.00 per hour	\$	1,575.00
A. Palmer	A.P.	3.00 hours @	\$275.00 per hour	\$	825.00
R. DaSilva	R.D.	1.25 hours @	\$265.00 per hour	\$	331.25
Total fees				\$	9,731.25
Miscellaneous disbursements (copies, mail, etc.)				\$	34.89
Total fees and disbursements				\$	9,766.14
* H.S.T. on exigible fees & disbursements (\$1,891.14 @ 13%)				\$	245.85
Total Balance Due				\$	10,011.99

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2023	A.R.	0.25		Email correspondence to G. Marchant re: non-disclosure agreement to be signed by interested investors. Email correspondence with J. Shames re: data room docs. Review summary of land values per realtor's proposal and appraisal; email correspondence and discussion with S. Marwaha re: same. Email correspondence with J. Shames re: update on proposal.
5/1/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/1/2023	S.M.	0.25		Email Correspondence with R. DaSilva regarding copy for blank NDA: Email Correspondence with Lee & Associates for update on timelines to receive the proposal package: Summarized and compiled the values per broker opinion of value shared by JLL and CBRE and sent to A. Rutman for review with additional comments in email: Email Correspondence with A. Rutman regarding conversation with Ares Management for potential debt / Equity financing and email correspondence with L. Chua for details for project and discuss any potential interest from his firm: Reviewed the proposal package for quote for services from JLL and shared with A. Rutman for review and saved a copy on LAN: Email Correspondence with S. Jeremiah to confirm if he received the package for additional information for land parcels sent to him.
5/3/2023	A.R.	0.25		Various email correspondence with S. Marwaha re: survey, Lawson summary and the site description for land parcel for Wildwoods. Review email correspondence from J. Shames and S. Marwaha re: proposal from Berkadia Group and data room link. Review Lee & Associates proposal; email same to counsel. Email correspondence with US counsel James Irving and Leslie Smith of Dentons re: sale of properties and offer received on one of the properties.
5/3/2023	S.M.	0.50		Reviewed the broker opinion of value and inserted the suggested values in excel summary worksheet and sent to A. Rutman for review with additional review comments : Email Correspondence with Lee & Associates to request for proposal with quote for services to be provided by them: Email Correspondence with S. Jeremiah to request update on proposal timelines: Emailed the copies of survey, Lawson Summary and site description for Wildwood Property to A. Rutman per request: Email Correspondence with L. Chua regarding the summary of project for potential interest from his firm for debt/equity financing: Email Correspondence with A. Rutman regarding the proposal received from Lee & Associates and details for marketing strategy

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/4/2023	A.R.	0.25		Call with interested party from Sarasota, FL. Email correspondence with G. Marchant re: NDA signed by potential purchaser; email correspondence to S. Marwaha re: forwarding of Don Lawson offering memorandum.
5/4/2023	S.M.	0.75		Review and summarization in excel worksheet for Broker Opinion of values, strategy and other details received from potential realtors and sent to A. Rutman for review through email and follow up email correspondence with A. Rutman for discussion for the summary excel worksheet and details shared by realtors: Email correspondence with JLL and Lee & Associates to schedule a follow up meeting to discuss the details for broker opinion of value and other details shared previously by them: Review and saved the signed NDA from Ryan Smith and sent the offering memorandum package copy via email to him.
5/5/2023	A.R.	0.25		Engaged in various email correspondence with L. Smith of Dentons US re: Purchase Agreement received on Trailwinds and various details re: same. Email correspondence with potential purchaser. Email correspondence with G. Marchant re: signed NDA's from potential purchasers; email correspondence with S. Marwaha re: providing offering memorandum.
5/5/2023	S.M.	0.25		Attended meetings with JLL and Lee & Associates to discuss the details for marketing strategy suggested for their opinion for land parcels: Attended meeting with A. Rutman to discuss the summary from meetings with JLL and Lee & Associates for suggested marketing strategies and details for land parcels: Email Correspondence regarding signed NDA received from potential purchaser and saved the copy on LAN.
5/8/2023	A.R.	0.25	*	Call with potential purchaser. <i>Discussion with R. DaSilva re: remaining funds. Review and amend draft report to court; email correspondence with staff. Review draft materials and email correspondence with counsel.</i> Review D. Lawson notes; email correspondence to G. Marchant re: CIDC and signed NDA. Review correspondence from D. Lawson re: CDIC Welcome letter; email correspondence with S. Marwaha re: same.
5/8/2023	R.D.	0.25	*	Review Second Draft Report and Receiver's Activities; email correspondence to A. Rutman re: same. Banking administration.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2023	S.M.	0.75		Email the Lawson's Summary for Offering Memorandum to R. Smith via email: Updated the excel worksheet for analysis for summary for proposal from Realtor's proposals and sent to A. Rutman for review : Sent email to J. Shames from Colliers to request update for proposal from Berkadia Group for listing of land parcels in Florida: Performed analysis and drafted memo for background and information available for CIDC Group and sent to A. Rutman for review per request and email correspondence with A. Rutman for follow up discussion for the memo.
5/9/2023	A.R.	0.25	*	Email correspondence with G. Marchant re: potential purchaser. <i>Review Affidavit of Fees. Review updated Statement of Receipts and Disbursements. Review and amend draft report to court; engaged in various email correspondence with counsel re: same.</i> Email exchange with counsel re: amendments to realtor summary schedule. Email correspondence to E. Rowe of CBRE re: sale process. Review email correspondence re: update on Colliers proposal package.
5/9/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
5/10/2023	A.R.	0.50	*	<i>Further review and amendments to Second Report to Court; email correspondence with counsel; finalize and execute same.</i> Email correspondence with G. Marchant and interested party re: data room and offering memorandum files. Review Dentons Greenebaum invoice. Email correspondence with S. Marwaha re: amendments to Summary of Realtor Opinion schedule. Email correspondence with E. Rowe re: sale process.
5/10/2023	S.M.	0.25		Sent the Offering memorandum for Lawson Summary to R. Smith via secured mail via shapefile: Reviewed the summary for analysis for Realtor's proposals for the Receiver's report to Court and made changes and amendments and sent to A. Rutman for review: Attended discussion with A. Rutman to review and finalize the realtor's summary for report to be sent to Counsels.
5/11/2023	A.P.	0.25	*	April 2023 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/11/2023	A.R.	0.50		Review email correspondence re: Dentons Bingham outstanding invoices; discussion with R. DaSilva re: same. Review Motion Record. Email correspondence with L. Smith of Dentons Greenebaum re: comments to Trailwinds Purchase Agreement. Email correspondence with G. Marchant, S. Marwaha re: information and data room to be provided to potential purchaser. Engaged in numerous email correspondence with counsel re: sale process and amendments to Second Report to Court.
5/11/2023	S.M.	0.25		Setup for document package to be shared with R. Smith and sent the documentation package for land parcels via secured mail on Sharefile.
5/12/2023	A.R.	0.50		Email correspondence with G. Marchant re: potential purchaser of Trailwinds. Engaged in numerous email correspondence and discussion with S. Marwaha re: summary of land values and realtor proposals and appraisals. Review Berkadia proposal. Review email correspondence and comments from L. Smith re: Trailwinds Purchase Agreement. Email correspondence to counsel re: Berkadia proposal. Email correspondence and call from E. Rowe.
5/12/2023	S.M.	0.50		Reviewed the proposal listing package from Berkadia and added the analysis into excel worksheet and sent to A. Rutman for review via email and attended meeting with A. Rutman to discuss the merits and details for proposal sent by Berkadia Group.
5/15/2023	A.R.	2.00		Engaged in email correspondence with Dentons Greenebaum and Dentons Canada re: Trailwinds Agreement of Purchase and Sale; review Agreement. Email correspondence with J. Shames re: Berkadia proposal. Call with J. Shames. Call with M. Czechtowski. Email correspondence with potential purchaser of Trailwinds re: Purchase Agreement and Non-Disclosure Agreement; email correspondence with Dentons and S. Marwaha re: same. Email correspondence with Dentons Canada re: realtor proposals. Email correspondence to E. Rowe.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/16/2023	A.R.	0.25		Call and email correspondence with potential purchaser. Email correspondence and call with Hillmount Capital re: realtor proposals. Follow up email correspondence to D. Lawson re: update on municipalities and entitlements as well as construction cost estimates. Review email correspondence from J. Bantel of Lee & Associates re: Opinion of Value and potential JV scenario. Engaged in various email correspondence with Dentons Canada re: updates on realtor proposals, timelines and commission. Call with E. Rowe.
5/16/2023	S.M.	0.25		Email Correspondence with C. Braverman regarding word version of NDA sent per request: Setup of file package for J. McGlade and reviewed the package with A. Rutman: Sent secured email via sharefile and email correspondence with R. Smith regarding confirmation of additional files sent per request: Sent secured email via sharefile with file package for land parcel to J. McGlade and email correspondence for confirmation of receipt: Attended call with Lee & Associates regarding discussion and details for prospective leads with them for land parcels and discussion with A. Rutman for response from Lee & Associates.
5/17/2023	A.P.	0.25	*	Call from CRA re: HST audits for Trailwinds, Destin, Summerlin and Longleaf. Internal email re: Trailwinds audit letter. Trailwinds: start preparing materials in response to audit of HST account.
5/18/2023	A.P.	2.50	*	Trailwinds: Coordinate documents to submit for HST account audit, update schedule, letter and fax cover to CRA. forward fax.
5/18/2023	A.R.	0.25	*	<i>Review draft supplemental report; provide comments to counsel. Engaged in various email correspondence with counsel re: supplemental report, Hillmount loan, amendments to summary of realtor proposals as well as update on Colliers proposal. Review supplementary motion record. Discussion with A. Palmer re: HST filings. Email correspondence to Colliers re: request for proposal.</i>
5/22/2023	A.R.	1.00	*	Review motion material and email correspondence from investors counsel re: adjournment of hearing; engaged in email exchange with counsel re: same. Review amended Cameron General Contractors offer on Trailwinds. Email correspondence with US counsel re: Trailwinds amended offer.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/23/2023	A.R.	0.75	*	<i>Attend Legacy Motion.</i> Email correspondence to E. Rowe re: court approval on sale of properties and preparation of listing agreements. Email correspondence to counsel re: analysis of advances and monthly carrying costs. Email correspondence with L. Smith re: comments to Trailwinds Purchaser's offer. <i>Review Court Order and Endorsement.</i> Email correspondence with staff re: uploading of court documents to website.
5/24/2023	A.R.	0.50		Review comments from Denton US and Dentons Canada re: Trailwinds draft purchase agreement. Email correspondence with Hillmount Capital re: scheduling of call. Review construction bidding for Longleaf and Ocoee.
5/25/2023	A.R.	0.75		Email correspondence and conference call with Dentons Canada and Dentons US re: Trailwinds Offer to Purchase. Call with Hillmount Capital. Email correspondence with potential Trailwinds purchaser and scheduling of call to discuss offer. Review email correspondence and construction cost analysis from S. Marwaha.
5/25/2023	S.M.	0.25		Drafted excel summary worksheet for comparison analysis for constructions costs per bidding documents and financial models prepared by N21 Group and sent to A. Rutman for review.
5/29/2023	A.R.	0.25		Review construction cost variance analysis spreadsheet; email correspondence and discussion with S. Marwaha re: same. Email entitlement status to S. Marwaha. Review CBRE listing agreements; email correspondence with counsel re: same.
5/29/2023	S.M.	0.25		Review of construction costs schedule for Longleaf and Ocoee and performed viability assessments in financial models and sent comments to A. Rutman and attended discussion for the changes and assessment.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/30/2023	A.R.	1.00		Conference call with Dentons US, C. Braverman and potential purchaser re: Trailwinds offer to purchase. Review notes from Trailwinds call. Call with CBRE re: listing agreements. Email correspondence to L. Smith of Dentons re: mark up of Trailwinds purchase agreement; review amendments. Discussion with S. Marwaha re: comments to listing agreements. Email correspondence with Trailwinds potential purchaser. Engaged in email correspondence with CBRE and counsel re: comments to listing agreements. Email correspondence with S. Marwaha re: response to J. Bantel of Lee & Associates re: offers for 2 potential developer groups.
5/30/2023	S.M.	0.25		Correspondence with A. Rutman regarding potential leads from Lee & Associates for land parcels in Florida: Email Correspondence with J. Bantel regarding status update on listing of properties: Reviewed the listing agreements from CBRE and attended discussion with A. Rutman for review comments from analysis.
5/31/2023	A.R.	0.25		Review email correspondence from counsel re: listing of properties and preparation of purchase agreement. Review update from Don Lawson re: entitlement status. Email correspondence to L. Smith of Dentons US re: comments to Trailwinds offer. Email correspondence to E. Rowe re: comments to listing agreement.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42730

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from June 1, 2023 to June 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.50 hours @	\$700.00 per hour	\$	2,450.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.25 hours @	\$265.00 per hour	\$	<u>331.25</u>
Total fees				\$	2,937.50
Miscellaneous disbursements (copies, mail, etc.)				\$	<u>6.09</u>
Total fees and disbursements				\$	2,943.59
* H.S.T. on exigible fees & disbursements (\$756.09 @ 13%)				\$	<u>98.29</u>
Total Balance Due				\$	<u><u>3,041.88</u></u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/1/2023	A.R.	0.25		Review email correspondence from J. Bantel and S. Marwaha re: potential purchasers and amendments to non-disclosure agreement. Email correspondence with CBRE re: updated listing agreements. Email correspondence with L. Smith re: amendments to Trailwinds purchase agreement.
6/2/2023	S.M.	0.25		Email Correspondence with J. Bantel regarding potential lead and NOI submitted: Review of Sonata Health Care LOI and email correspondence with J. Bantel for same: Review and sent NDA from Kimaya to A. Rutman for review and approval: Review of amended listing agreements from CBRE and provided comments to A. Rutman and attended discussion for review comments.
6/5/2023	A.R.	0.25		Email correspondence with counsel re: comments to amendments to listing agreements. Email correspondence with G. Marchant re: sale of properties and update on Trailwinds offer. Review email correspondence from D. Lawson re; wastewater application and costs. Review comments from counsel re: listing agreements; email same to CBRE.
6/6/2023	A.R.	0.25		Email correspondence to counsel re: outstanding accounts. Review and execute listing agreements. Email exchange with G. Marchant re: distribution of sale proceeds. Email exchange with L. Smith re: amendments to Trailwinds Purchase Agreement.
6/8/2023	A.R.	0.50		Review correspondence re: markups to Trailwinds Purchase Agreement.
6/8/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/10/2023	A.R.	0.50	*	<i>Email correspondence with staff re: HST charged on Receiver fees and allocation of US proceeding entries. Review correspondence from Hillmount re: Longleaf draw schedule(0.25).</i> Email correspondence with L. Smith of Dentons US re: signing of Trailwinds Purchase Agreement.
6/12/2023	A.P.	0.25	*	May 2023 bank reconciliations.
6/12/2023	A.R.	0.50		Engaged in various email correspondence re: finalization of Trailwinds Purchase Agreement; review and execute same; email correspondence with counsel re: signed Agreement. Review correspondence from CBRE re: fully executed listing

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				agreements. Email correspondence with Hillmount re: Longleaf advance.
6/13/2023	A.R.	0.25		Email correspondence with CBRE re: signage for Florida Properties. Review correspondence re: Kimaya, LLC letter of intent to purchase Ocoee. Various email exchange with S. Marwah re: summary of LOI received. Review correspondence re: Trailwinds Sale Agreement deposit. Review email correspondence from CBRE re: executed listing agreement.
6/15/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2023	A.R.	0.25	*	Draft Fifth Report to Creditors.
6/20/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/21/2023	A.R.	0.75	*	<i>Engaged in various email correspondence with counsel re: Fifth Report to Creditors; review comments and amendments; discussions with staff re: changes. Review final report and appendices; discussion with A. Palmer re: email to all creditors(0.25). Email correspondence to G. Marchant re: update on Trailwinds.</i>
6/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.



**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42744

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from July 1, 2023 to July 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.50 hours @	\$700.00 per hour	\$	1,050.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.5 hours @	\$265.00 per hour	\$	<u>397.50</u>
Total fees				\$	1,603.75
Miscellaneous disbursements (copies, mail, etc.)				\$	<u>0.37</u>
Total fees and disbursements				\$	1,604.12
* H.S.T. on exigible fees & disbursements (\$991.62 @ 13%)				\$	<u>128.91</u>
Total Balance Due				\$	<u>1,733.03</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/6/2023	S.M.	0.25		Attended call with engineering firms involved in civil entitlement consulting work for land parcels in Florida to confirm point of contact details and sent email introductions to E. Rowe with engineering consultation firms
7/10/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/12/2023	A.P.	0.25	*	June 2023 Bank reconciliations - 5 estates.
7/13/2023	A.R.	0.25		Email correspondence to D. Lawson re: surveys; email correspondence with E. Rowe and staff re: same. Email correspondence with E. Rowe re: updated marketing materials; provide comments and correspondence re: suggesting launching. Email correspondence with K. Kraft re: outstanding US legal fees.
7/14/2023	A.R.	0.25		Call with R. Smith re: purchasing Receiver's loan. Email correspondence and call with Y. Levinson to discuss same. Call with CBRE.
7/17/2023	A.R.	0.25	*	Email correspondence to D. Lawson re: Destin inclusion of application for permitting in CBRE materials and request for same. Review updated marketing materials; email exchange with E. Rowe re: same and update on discussions with D. Lawson re: plans and launching. Review correspondence re: outstanding US legal fees. <i>*Email correspondence to Hillmount re: Trailwinds additional advance(0.25).</i>
7/17/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/18/2023	R.D.	0.50	*	Review US legal invoices; discussions with A. Rutman re: same. Banking administration. Update Statement of Receipts and Disbursements.
7/20/2023	A.R.	0.25	*	Email correspondence to Dentons Canada re: update on CBRE launching of 4 properties; forward marketing material; email Trailwinds agreement and matters relating to counsel review for additional Legacy offers. <i>*Review email correspondence from Hillmount re: Trailwinds draw schedule(0.25).</i>
7/24/2023	A.R.	0.25	*	Call with G. Marchant. Email correspondence to D. Lawson re: update on Destin permit application. <i>*Email correspondence re: Trailwinds advance(0.25).</i>

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/24/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/25/2023	A.R.	0.25		Review various documentation forwarded by D. Lawson for signature; email exchange re: amendments. Email correspondence with G. Marchant re: interested party submitting offer on all properties.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\trailwinds\invoice 42744 - trailwinds july 2023.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42767

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from August 1, 2023 to August 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.25 hours @	\$700.00 per hour	\$	2,275.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.5 hours @	\$275.00 per hour	\$	137.50
R. DaSilva	R.D.	5.5 hours @	\$265.00 per hour	\$	<u>1,457.50</u>
Total fees				\$	3,957.50
Miscellaneous disbursements (copies, mail, etc.)				\$	<u>0.18</u>
Total fees and disbursements				\$	3,957.68
* H.S.T. on exigible fees & disbursements (\$1,595.18 @ 13%)				\$	<u>207.37</u>
Total Balance Due				\$	<u><u>4,165.05</u></u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2023	R.D.	0.25	*	Review N21 invoices, update spreadsheet of payments to date and amount outstanding; review cash balances; discussion with A. Rutman re: same.
8/3/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/8/2023	R.D.	0.50	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration. Update Statement of Receipts and Disbursements.
8/10/2023	A.P.	0.25	*	July 2023 bank reconciliations.
8/10/2023	A.R.	0.25		Email correspondence with staff re: Trailwinds Property Owners Association correspondence and payment outstanding. Email correspondence and call with J. Irving re: outstanding invoice and update on US Chapter 15 Bankruptcy Case and status of sale process. Email correspondence to D. Lawson re: outstanding invoice.
8/10/2023	R.D.	1.00	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration.
8/14/2023	A.P.	0.25	*	Trailwinds - respond to interested parties email query re: reports.
8/14/2023	A.R.	0.25		Conference call with D. Lawson re: update on properties. Email correspondence to A. Foster of Barclay Group re: Trailwinds 2023 budget information and wiring of funds. Review updated Statement of Receipts and Disbursements; discussion with R. DaSilva re: requirement for additional advance. Email correspondence to Hillmount Capital re: CBRE reporting letter.
8/14/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Wire payments to N21. Review and amend Receiver invoices up to April 30, 2023 for HST correction.
8/17/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on Florida properties, suggested bid date, interested parties, zoning issues, standard APS and US legal counsel. Email correspondence to L.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				Smith and J. Irving re: update status of Receiver form offer. Review and execute Hillmount advance schedule.
8/17/2023	R.D.	1.00	*	Amend bills from Feb Nov 2021 - April 2023 re: amended HST.
8/18/2023	A.R.	0.50		Review correspondence from A. Foster of Barclay Group re: Trailwinds Property Owners Association payment. Review Agreement of Purchase and Sale; email correspondence with counsel re: comments to same. Forward Purchase and Sale Agreement to E. Rowe. Review CBRE Reporting Letter #3; email correspondence to E. Rowe re: same.
8/21/2023	A.R.	0.25		Email correspondence with Hillmount re: advances for each property. Review correspondence re: Trailwinds Property Owners short payment. Review Destin proposed taxes.
8/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/25/2023	A.R.	0.25		Email exchange with G. Marchant re: allocation of Trailwinds sale funds. Review email correspondence from D. Lawson re: Ocoee claim and discussion with engineer. Review updated CBRE reporting letter; email exchange with E. Rowe re: same and scheduling of call.
8/28/2023	S.M.	0.25		Discussion with A. Rutman and Review of documentation for analysis for cost estimation analysis for land parcel for Ocoee
8/29/2023	A.R.	0.50		Email correspondence with J. Irving of Dentons Bingham re: outstanding invoices. Conference call with CBRE. Email correspondence with G. Marchant re: update on potential purchaser. Review correspondence re: Ocoee analysis of servicing costs obligation. Email correspondence to J. McGlade re: update on Trailwinds due diligence.
8/29/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/31/2023	A.R.	1.00		Review correspondence from A. Foster of Barclay Group re: Trailwinds open items statement and general ledger for year 2021 and letter with detail account breakdown for year 2020. Email correspondence to L. Smith re: Trailwinds Buyer's Objection Letter received from Dinsmore; review same.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\trailwinds\invoice 42744 - trailwinds july 2023.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42777

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from September 1, 2023 to September 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	9.25 hours @	\$700.00 per hour	\$	6,475.00
S. Marwaha	S.M.	1.75 hours @	\$350.00 per hour	\$	612.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	0.5 hours @	\$265.00 per hour	\$	132.50
Total fees				\$	7,288.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.18
Total fees and disbursements				\$	7,288.93
* H.S.T. on exigible fees & disbursements (\$201.43 @ 13%)				\$	26.19
Total Balance Due				\$	7,315.12

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/6/2023	A.R.	1.00		Conference call with L. Smith, B. Lewis, C. Braverman and J. McGlade. Call with L. Smith. Email correspondence with counsel re: Trailwinds closing package and comments to Title Objection Letter. Email correspondence and call with Hillmount Capital re: Trailwinds closing issues.
9/7/2023	A.R.	0.75		Review Trailwinds documents to be provided to Purchaser. Email exchange with G. Marchant re: update on Amico and scheduling of call to discuss same. Review email correspondence re: Owner's Affidavit and Draft First Amendment to Purchase Agreement; review comments from Dentons Canada. Email correspondence to investor re: update on sale of properties.
9/8/2023	A.R.	1.25		Call with G. Marchant re: Amico. Review email correspondence from CBRE re: Destin letter of interest; email exchange with CBRE re: same. Review correspondence re: Trailwinds First Amendment to Purchase Agreement. Email correspondence with counsel re: Trailwinds extension. Review CBRE update reporting letter. Various email correspondence with CBRE and S. Marwaha re: documents to be posted to data room. Review file and various documents from N21; forward to S. Marwaha.
9/8/2023	S.M.	0.25		Email correspondence with A. Rutman regarding due diligence documents sent to CBRE; compiled the second set of due diligence documents for land parcels and sent to CBRE via Sharefile and email correspondence with CBRE regarding the second set of due diligence documents and contents listing and next steps. Email correspondence with T. Scott for request for additional information and documentation for cost analysis.
9/10/2023	A.R.	0.25		Review and execute Trailwinds First Amendment.
9/11/2023	A.P.	0.25	*	August 2023 bank reconciliations.
9/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/13/2023	A.R.	0.50		Review various offers and summary; email correspondence with S. Marwaha re: same. Conference call with E. Rowe re: offer review. Call with G. Marchant. Review correspondence from D. Lawson re: authorization to access property re: Destin. Review email correspondence from C. Braverman re: update on

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				comprehensive extension amendment proposal. Call with G. Marchant re: sale process and interested parties.
9/13/2023	S.M.	0.50		Email correspondence with A. Rutman regarding offers received for Land Parcels. Review of all offers received and compiled summary in excel for offers received for land parcels and sent to A. Rutman for review. Attended Call with A. Rutman and CBRE regarding discussion of offers received and next steps for land parcels. Updated the offers summary with additional offers received and sent to A. Rutman via email.
9/14/2023	A.R.	1.25		Review file and Trailwinds monthly expenses; discussion with R. DaSilva re: same. Various email correspondence with L. Smith and C. Braverman re: scheduling of call to discuss comprehensive extension amendment proposal.
9/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/15/2023	A.R.	0.75		Call with Dentons and C. Braverman re: comprehensive extension amendment proposal. Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; provide requested information. Various email correspondence with counsel re: Trailwinds Second Amendment. Email correspondence to Hillmount re: update on Trailwinds Purchaser and extension. Email correspondence with E. Rowe re: bid process query and offer received on Destin. Review correspondence from S. Marwaha re: Reimbursement Cost Summary.
9/15/2023	S.M.	0.25		Reviewed additional documentation received for Cost Assessments and updated excel analysis and sent with comments to A. Rutman for review. Sent email with S. Thompson for clarification and request for completed information and documentation per request for cost assessments.
9/18/2023	A.R.	1.75		Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; review file; provide requested information. Engaged in numerous email correspondence with counsel re: Trailwinds Second Amendment; review and execute same.
9/21/2023	A.R.	0.25		Review Updated Statement of Receipts and Disbursements. Call with interested party. Call with G. Marchant. Calls with creditors. Call with interested party. Email correspondence with

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				counsel re: scheduling of meeting at Dentons to discuss sales process.
9/22/2023	S.M.	0.25		Updated the new offers received in summary report and sent to A. Rutman for review. Updated the excel worksheet summary per formatting suggestion by A. Rutman and sent via email.
9/25/2023	A.R.	1.00		Review correspondence re: Cameron General Contracts site plan submittal for Trailwinds Property; email correspondence to Dentons US re: issue with appointing Cameron as Agent.
9/26/2023	A.R.	0.50		Meeting with K. Kraft and Sara-Ann Wilson of Dentons Canada to discuss sales process. Correspondence to Dinsmore & Shohi LLP re: Authorized Agent forms for Trailwinds.
9/26/2023	S.M.	0.25		Email Correspondence with CBRE and sent due diligence documents requested for Destin Property via Sharefile. Attended meeting with K. Kraft and A. Rutman at his office for discussion of offers and next steps.
9/28/2023	S.M.	0.25		Performed review of additional documentation and response received for Ocoee cost assessments and sent with review comments for additional information and documentation request to T. Scott and attended call with A. Rutman and CBRE for discussion of offers and next steps.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42798

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from October 1, 2023 to October 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	2.25 hours @	\$725.00 per hour	\$	1,631.25
S. Marwaha	S.M.	0.75 hours @	\$405.00 per hour	\$	303.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	<u>290.00</u>
Total fees				\$	2,297.50
Miscellaneous disbursements (copies, mail, etc.)				\$	<u>64.98</u>
Total fees and disbursements				\$	2,362.48
* H.S.T. on exigible fees & disbursements (\$1152.48 @ 13%)				\$	<u>149.82</u>
Total Balance Due				\$	<u><u>2,512.30</u></u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/2/2023	S.M.	0.25		Email with CBRE Re: Scheduling call: Attended Meeting with CBRE and A. Rutman for discussion on status and next steps for properties:
10/4/2023	S.M.	0.25		Updated the Offers Summary and sent the updated summary to A. Rutman via email: Attended meeting with CBRE and A. Rutman for discussion regarding offers on land parcels and next steps:
10/10/2023	A.R.	0.25		Review documents from NPDES Stormwater Program and email correspondence re: Receiver as responsible authority. Review offers and summary of all offers; email correspondence to counsel re: same. Email correspondence with E. Rowe re: specific pricing on Longleaf and Ft. Myers. Matters re: finalization of Destin Agreement; execute same. Various email exchange with E. Rowe re: amendments to 401 Beach Drive APS; email correspondence with L. Smith of Dentons US.
10/11/2023	A.R.	0.25	*0.25	<i>Draft update report to Hillmount Capital re: sale process; email correspondence with Y. Levinson.</i> Email correspondence with K. Kraft re finalization of Destin APS. Email exchange with E. Rowe re: Destin deposit to be sent to escrow agent. Engaged in numerous email exchange with counsel re: matters relating to the sale of the properties. Email correspondence with D. Lawson re: sale of Destin and suspension of entitlement process.
10/11/2023	S.M.	0.25		Review of email from T. Scott for request for backups and invoice for cost assessment for Ocoee: Email Correspondence with CBRE regarding correspondence with T. Scott and confirmation of updated APA: Review of APA on Destin and explained the query with relevant facts to A. Rutman regarding deposit period for APA: Review of draft letter to Secured Creditors and made review comments and sent to A. Rutman for review:
10/13/2023	A.R.	0.25	*0.25	<i>Call with Y. Levinson re: renewal of term sheet and update on sale of properties. Various email correspondence and call with G. Marchant re: Hillmount loan. Email correspondence with Dentons Canada re: Hillmount loan extension.</i> Review correspondence re: Destin Earnest Deposit Receipt. Email correspondence with E. Rowe re: pricing on Longleaf and Ft. Myers. Call with S. Strauss.
10/16/2023	A.R.	0.25	*0.25	Email correspondence with S. Straus re; extending maturity dates on the loans and Destin sale. Email correspondence with

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				G. Marchant. <i>Review updated Statement of Receipts and Disbursements and remaining funds; email correspondence with R. DaSilva re: same and Hillmount loan. Email correspondence with E. Rowe re: Hillmount loans and timing of price listing on Longleaf and Ft. Myers.</i>
10/16/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements and estimated remaining funds and Receiver's loan available; discussion with A. Rutman re: same.
10/17/2023	A.P.	0.25	*	September 2023 bank reconciliations.
10/17/2023	A.R.	0.25		Call and email correspondence with G. Marchant re: update on sale process. Call and email correspondence with Sara-Ann Wilson re: update on sale process.
10/19/2023	A.R.	0.25		Calls with creditors re: update on sale process. Email correspondence with G. Marchant re: total costs of receivership to date.
10/23/2023	A.R.	0.50	*0.25	Email correspondence to G. Marchant re: updated Statement of Receipts and Disbursements on all properties. <i>Various email correspondence with counsel re: creditors request for update report. Calls with creditors.</i> Email correspondence with staff re: payment of Trailwinds property taxes. Call and email correspondence with S. Straus re: loans, Destin sale and research of the Florida statute.
10/24/2023	A.R.	0.25		Various email correspondence with S. Straus re: Hillmount Capital renewal and update status of research on Florida Statute 286.23. Call to S. Straus. Conference call and email correspondence with CBRE re: update on sale of Destin, beneficial ownership agreement and statute law.
10/26/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
10/30/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42809

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from November 1, 2023 to November 30, 2023.

Time Charges and Expenses:

A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	507.50
Total fees				\$	580.00
Miscellaneous disbursements (copies, mail, etc.)				\$	16.97
Total fees and disbursements				\$	596.97
* H.S.T. on exigible fees & disbursements (\$596.97 @ 13%)				\$	77.61
Total Balance Due				\$	674.58

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST</i> <i>Exigible</i>	<u>Detail</u>
11/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/7/2023	R.D.	0.50	*	Draft projected cash flow. Discussions with A. Rutman. Banking administration. Update Statement of Receipts and Disbursements.
11/9/2023	A.P.	0.25	*	October 2023 bank reconciliations.
11/14/2023	R.D.	0.25	*	Email correspondence re: Ft. Myers code of violation re: lot mowing. Banking administration. Update Statement of Receipts and Disbursements.
11/23/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/28/2023	R.D.	0.25	*	Email correspondence with A. Moghaddam of First Capital Property & Casualty re: Ocoee insurance coverage increase. Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES TRAILWINDS LP AND
LEGACY LIFESTYLES TRAILWINDS GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42814

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from December 1, 2023 to December 31, 2023.

Time Charges and Expenses:

A. Rutman	A.R.	1.5 hours	@	\$725.00	per hour	\$	1,087.50
A. Palmer	A.P.	0.25 hours	@	\$290.00	per hour	\$	72.50
R. DaSilva	R.D.	0.75 hours	@	\$290.00	per hour	\$	217.50
Total fees						\$	1,377.50
Miscellaneous disbursements (copies, mail, etc.)						\$	0.44
Total fees and disbursements						\$	1,377.94
* H.S.T. on exigible fees & disbursements (\$290.44 @ 13%)						\$	37.76
Total Balance Due						\$	1,415.70

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
12/5/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/13/2023	A.P.	0.25	*	November 2023 bank reconciliations.
12/13/2023	A.R.	0.25		Email exchange with Dentons Canada re: Trailwinds extension and response to Charles Braverman re: request for extension. Email exchange with E. Rowe re: updates on sale of various properties.
12/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/14/2023	A.R.	0.75		Call with S. Ann Wilson of Dentons Canada. Call with S. Straus. Review file re: Trailwinds Objection Letter. Various email correspondence re: Charles Braverman extension request re: Trailwinds. Email correspondence with E. Rowe re: update on sale of properties.
12/15/2023	A.R.	0.50		Conference call with S. Straus re: Trailwinds. Review update from E. Rowe re: Ocoee. Review email correspondence from Pasco County re: Longleaf utility review comments.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42721

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from May 1, 2023 to May 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.50 hours @	\$700.00 per hour	\$	5,250.00
S. Marwaha	S.M.	5.50 hours @	\$350.00 per hour	\$	1,925.00
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	7,641.25
Miscellaneous disbursements (copies, mail, etc.)				\$	34.89
Total fees and disbursements				\$	7,676.14
* H.S.T. on exigible fees & disbursements (\$1,726.14 @ 13%)				\$	224.40
Total Balance Due				\$	7,900.54

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2023	A.R.	0.50		Email correspondence to G. Marchant re: non-disclosure agreement to be signed by interested investors. Email correspondence with J. Shames re: data room docs. Review summary of land values per realtor's proposal and appraisal; email correspondence and discussion with S. Marwaha re: same. Email correspondence with J. Shames re: update on proposal.
5/1/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/1/2023	S.M.	0.25		Email Correspondence with R. DaSilva regarding copy for blank NDA: Email Correspondence with Lee & Associates for update on timelines to receive the proposal package: Summarized and compiled the values per broker opinion of value shared by JLL and CBRE and sent to A. Rutman for review with additional comments in email: Email Correspondence with A. Rutman regarding conversation with Ares Management for potential debt / Equity financing and email correspondence with L. Chua for details for project and discuss any potential interest from his firm: Reviewed the proposal package for quote for services from JLL and shared with A. Rutman for review and saved a copy on LAN: Email Correspondence with S. Jeremiah to confirm if he received the package for additional information for land parcels sent to him.
5/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/3/2023	A.R.	0.25		Various email correspondence with S. Marwaha re: survey, Lawson summary and the site description for land parcel for Wildwoods. Review email correspondence from J. Shames and S. Marwaha re: proposal from Berkadia Group and data room link. Review Lee & Associates proposal; email same to counsel. Email correspondence with US counsel James Irving and Leslie Smith of Dentons re: sale of properties and offer received on one of the properties.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/3/2023	S.M.	0.50		Reviewed the broker opinion of value and inserted the suggested values in excel summary worksheet and sent to A. Rutman for review with additional review comments : Email Correspondence with Lee & Associates to request for proposal with quote for services to be provided by them: Email Correspondence with S. Jeremiah to request update on proposal timelines: Emailed the copies of survey, Lawson Summary and site description for Wildwood Property to A. Rutman per request: Email Correspondence with L. Chua regarding the summary of project for potential interest from his firm for debt/equity financing: Email Correspondence with A. Rutman regarding the proposal received from Lee & Associates and details for marketing strategy
5/4/2023	A.R.	0.25		Call with interested party from Sarasota, FL. Email correspondence with G. Marchant re: NDA signed by potential purchaser; email correspondence to S. Marwaha re: forwarding of Don Lawson offering memorandum.
5/4/2023	S.M.	1.00		Review and summarization in excel worksheet for Broker Opinion of values, strategy and other details received from potential realtors and sent to A. Rutman for review through email and follow up email correspondence with A. Rutman for discussion for the summary excel worksheet and details shared by realtors: Email correspondence with JLL and Lee & Associates to schedule a follow up meeting to discuss the details for broker opinion of value and other details shared previously by them: Review and saved the signed NDA from Ryan Smith and sent the offering memorandum package copy via email to him.
5/5/2023	A.R.	0.50		Engaged in various email correspondence with L. Smith of Dentons US re: Purchase Agreement received on Trailwinds and various details re: same. Email correspondence with potential purchaser. Email correspondence with G. Marchant re: signed NDA's from potential purchasers; email correspondence with S. Marwaha re: providing offering memorandum.
5/5/2023	S.M.	0.50		Attended meetings with JLL and Lee & Associates to discuss the details for marketing strategy suggested for their opinion for land parcels: Attended meeting with A. Rutman to discuss the summary from meetings with JLL and Lee & Associates for suggested marketing strategies and details for land parcels: Email Correspondence regarding signed NDA received from potential purchaser and saved the copy on LAN.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2023	A.R.	0.50	*	Call with potential purchaser. <i>Discussion with R. DaSilva re: remaining funds. Review and amend draft report to court; email correspondence with staff. Review draft materials and email correspondence with counsel.</i> Review D. Lawson notes; email correspondence to G. Marchant re: CIDC and signed NDA. Review correspondence from D. Lawson re: CDIC Welcome letter; email correspondence with S. Marwaha re: same.
5/8/2023	R.D.	0.25	*	Review Second Draft Report and Receiver's Activities; email correspondence to A. Rutman re: same. Banking administration.
5/8/2023	S.M.	0.75		Email the Lawson's Summary for Offering Memorandum to R. Smith via email: Updated the excel worksheet for analysis for summary for proposal from Realtor's proposals and sent to A. Rutman for review : Sent email to J. Shames from Colliers to request update for proposal from Berkadia Group for listing of land parcels in Florida: Performed analysis and drafted memo for background and information available for CIDC Group and sent to A. Rutman for review per request and email correspondence with A. Rutman for follow up discussion for the memo.
5/9/2023	A.R.	0.50	*	Email correspondence with G. Marchant re: potential purchaser. <i>Review Affidavit of Fees. Review updated Statement of Receipts and Disbursements. Review and amend draft report to court; engaged in various email correspondence with counsel re: same.</i> Email exchange with counsel re: amendments to realtor summary schedule. Email correspondence to E. Rowe of CBRE re: sale process. Review email correspondence re: update on Colliers proposal package.
5/9/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
5/10/2023	A.R.	0.50	*	<i>Further review and amendments to Second Report to Court; email correspondence with counsel; finalize and execute same.</i> Email correspondence with G. Marchant and interested party re: data room and offering memorandum files. Review Dentons Greenebaum invoice. Email correspondence with S. Marwaha re: amendments to Summary of Realtor Opinion schedule. Email correspondence with E. Rowe re: sale process.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/10/2023	S.M.	0.50		Sent the Offering memorandum for Lawson Summary to R. Smith via secured mail via shapefile: Reviewed the summary for analysis for Realtor's proposals for the Receiver's report to Court and made changes and amendments and sent to A. Rutman for review: Attended discussion with A. Rutman to review and finalize the realtor's summary for report to be sent to Counsels.
5/11/2023	A.P.	0.25	*	April 2023 bank reconciliations.
5/11/2023	A.R.	0.50		Review email correspondence re: Dentons Bingham outstanding invoices; discussion with R. DaSilva re: same. Review Motion Record. Email correspondence with L. Smith of Dentons Greenebaum re: comments to Trailwinds Purchase Agreement. Email correspondence with G. Marchant, S. Marwaha re: information and data room to be provided to potential purchaser. Engaged in numerous email correspondence with counsel re: sale process and amendments to Second Report to Court.
5/11/2023	R.D.	0.25	*	Review correspondence re: outstanding Dentons Bingham invoices. Discussion with A. Rutman re: same.
5/12/2023	A.R.	0.50		Email correspondence with G. Marchant re: potential purchaser of Trailwinds. Engaged in numerous email correspondence and discussion with S. Marwaha re: summary of land values and realtor proposals and appraisals. Review Berkadia proposal. Review email correspondence and comments from L. Smith re: Trailwinds Purchase Agreement. Email correspondence to counsel re: Berkadia proposal. Email correspondence and call from E. Rowe.
5/12/2023	S.M.	0.50		Reviewed the proposal listing package from Berkadia and added the analysis into excel worksheet and sent to A. Rutman for review via email and attended meeting with A. Rutman to discuss the merits and details for proposal sent by Berkadia Group.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/15/2023	A.R.	0.25		Engaged in email correspondence with Dentons Greenebaum and Dentons Canada re: Trailwinds Agreement of Purchase and Sale; review Agreement. Email correspondence with J. Shames re: Berkadia proposal. Call with J. Shames. Call with M. Czechtowski. Email correspondence with potential purchaser of Trailwinds re: Purchase Agreement and Non-Disclosure Agreement; email correspondence with Dentons and S. Marwaha re: same. Email correspondence with Dentons Canada re: realtor proposals. Email correspondence to E. Rowe.
5/16/2023	A.R.	0.25		Call and email correspondence with potential purchaser. Email correspondence and call with Hillmount Capital re: realtor proposals. Follow up email correspondence to D. Lawson re: update on municipalities and entitlements as well as construction cost estimates. Review email correspondence from J. Bantel of Lee & Associates re: Opinion of Value and potential JV scenario. Engaged in various email correspondence with Dentons Canada re: updates on realtor proposals, timelines and commission. Call with E. Rowe.
5/16/2023	S.M.	0.25		Email Correspondence with C. Braverman regarding word version of NDA sent per request: Setup of file package for J. McGlade and reviewed the package with A. Rutman: Sent secured email via sharefile and email correspondence with R. Smith regarding confirmation of additional files sent per request: Sent secured email via sharefile with file package for land parcel to J. McGlade and email correspondence for confirmation of receipt: Attended call with Lee & Associates regarding discussion and details for prospective leads with them for land parcels and discussion with A. Rutman for response from Lee & Associates.
5/17/2023	S.M.	0.25		Review and amended the appendix summary for realtor's proposal details with added section for Berkadia Group and sent to A. Rutman for review via email.
5/18/2023	A.R.	0.25	*	<i>Review draft supplemental report; provide comments to counsel. Engaged in various email correspondence with counsel re: supplemental report, Hillmount loan, amendments to summary of realtor proposals as well as update on Colliers proposal. Review supplementary motion record. Discussion with A. Palmer re: HST filings. Email correspondence to Colliers re: request for proposal.</i>

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/21/2023	A.R.	0.25	*	Review caselines court materials.
5/22/2023	A.R.	0.25	*	Review motion material and email correspondence from investors counsel re: adjournment of hearing; engaged in email exchange with counsel re: same. Review amended Cameron General Contractors offer on Trailwinds. Email correspondence with US counsel re: Trailwinds amended offer.
5/23/2023	A.R.	0.75	*	<i>Attend Legacy Motion.</i> Email correspondence to E. Rowe re: court approval on sale of properties and preparation of listing agreements. Email correspondence to counsel re: analysis of advances and monthly carrying costs. Email correspondence with L. Smith re: comments to Trailwinds Purchaser's offer. <i>Review Court Order and Endorsement.</i> <i>Email correspondence with staff re: uploading of court documents to website.</i>
5/24/2023	A.R.	0.25		Review comments from Denton US and Dentons Canada re: Trailwinds draft purchase agreement. Email correspondence with Hillmount Capital re: scheduling of call. Review construction bidding for Longleaf and Ocoee.
5/25/2023	A.R.	0.50		Email correspondence and conference call with Dentons Canada and Dentons US re: Trailwinds Offer to Purchase. Call with Hillmount Capital. Email correspondence with potential Trailwinds purchaser and scheduling of call to discuss offer. Review email correspondence and construction cost analysis from S. Marwaha.
5/25/2023	S.M.	0.25		Drafted excel summary worksheet for comparison analysis for constructions costs per bidding documents and financial models prepared by N21 Group and sent to A. Rutman for review.
5/29/2023	A.R.	0.25		Review construction cost variance analysis spreadsheet; email correspondence and discussion with S. Marwaha re: same. Email entitlement status to S. Marwaha. Review CBRE listing agreements; email correspondence with counsel re: same.
5/29/2023	S.M.	0.50		Review of construction costs schedule for Longleaf and Ocoee and performed viability assessments in financial models and sent comments to A. Rutman and attended discussion for the changes and assessment.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/30/2023	A.R.	0.25		Conference call with Dentons US, C. Braverman and potential purchaser re: Trailwinds offer to purchase. Review notes from Trailwinds call. Call with CBRE re: listing agreements. Email correspondence to L. Smith of Dentons re: mark up of Trailwinds purchase agreement; review amendments. Discussion with S. Marwaha re: comments to listing agreements. Email correspondence with Trailwinds potential purchaser. Engaged in email correspondence with CBRE and counsel re: comments to listing agreements. Email correspondence with S. Marwaha re: response to J. Bantel of Lee & Associates re: offers for 2 potential developer groups.
5/30/2023	S.M.	0.25		Correspondence with A. Rutman regarding potential leads from Lee & Associates for land parcels in Florida: Email Correspondence with J. Bantel regarding status update on listing of properties: Reviewed the listing agreements from CBRE and attended discussion with A. Rutman for review comments from analysis.
5/31/2023	A.R.	0.25		Review email correspondence from counsel re: listing of properties and preparation of purchase agreement. Review update from Don Lawson re: entitlement status. Email correspondence to L. Smith of Dentons US re: comments to Trailwinds offer. Email correspondence to E. Rowe re: comments to listing agreement.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42732

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from June 1, 2023 to June 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours @	\$700.00 per hour	\$	2,625.00
S. Marwaha	S.M.	1.50 hours @	\$350.00 per hour	\$	525.00
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	3,616.25
Miscellaneous disbursements (copies, mail, etc.)				\$	6.10
Total fees and disbursements				\$	3,622.35
* H.S.T. on exigible fees & disbursements (\$997.35 @ 13%)				\$	129.66
Total Balance Due				\$	<u>3,752.01</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/1/2023	A.R.	0.25		Review email correspondence from J. Bantel and S. Marwaha re: potential purchasers and amendments to non-disclosure agreement. Email correspondence with CBRE re: updated listing agreements. Email correspondence with L. Smith re: amendments to Trailwinds purchase agreement.
6/2/2023	A.R.	0.25		Review email correspondence from J. Bantel re: potential purchaser and non-disclosure agreement. Review CBRE revised listing agreements. Review LOI from potential purchaser; email correspondence with S. Marwaha re: same.
6/2/2023	S.M.	0.25		Email Correspondence with J. Bantel regarding potential lead and NOI submitted: Review of Sonata Health Care LOI and email correspondence with J. Bantel for same: Review and sent NDA from Kimaya to A. Rutman for review and approval: Review of amended listing agreements from CBRE and provided comments to A. Rutman and attended discussion for review comments.
6/5/2023	A.R.	0.25		Email correspondence with counsel re: comments to amendments to listing agreements. Email correspondence with G. Marchant re: sale of properties and update on Trailwinds offer. Review email correspondence from D. Lawson re; wastewater application and costs. Review comments from counsel re: listing agreements; email same to CBRE.
6/8/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/12/2023	A.P.	0.25	*	May 2023 bank reconciliations.
6/13/2023	A.R.	0.25		Email correspondence with CBRE re: signage for Florida Properties. Review correspondence re: Kimaya, LLC letter of intent to purchase Ocoee. Various email exchange with S. Marwah re: summary of LOI received. Review correspondence re: Trailwinds Sale Agreement deposit. Review email correspondence from CBRE re: executed listing agreement.
6/13/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/13/2023	S.M.	0.25		Review of LOI sent by Lee & Associates and email correspondence with A. Rutman for discussion for same: Email

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				Correspondence with E. Rowe from CBRE and Lee & Associates regarding next steps to work with the LOI.
6/14/2023	A.R.	1.00		Review LOI re: Ocoee site; engaged in email correspondence with S. Marwaha and E. Rowe of CBRE re: comments to same and proceeding with marketing process.
6/15/2023	A.R.	0.25		Review correspondence from CBRE re: Florida Sales/Lease Disclosures. Email correspondence with CBRE re: Ocoee potential buyer.
6/15/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
6/16/2023	A.R.	0.25		Email correspondence with Lawson Group re: Agent authorization for the SWFWMD permit.
6/19/2023	A.R.	0.25	*	Draft Fifth Report to Creditors.
6/20/2023	A.R.	0.25	*	Review and amend Fifth Report to Creditors.
6/20/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/21/2023	A.R.	0.25	*	Engaged in various email correspondence with counsel re: Fifth Report to Creditors; review comments and amendments; discussions with staff re: changes. Review final report and appendices; discussion with A. Palmer re: email to all creditors.
6/21/2023	S.M.	1.00		Performed Review of bidding cots for Ocoee and performed comparison analysis in excel and sent to A. Rutman for review with comments and email correspondence with A. Rutman for discussion for review and analysis.
6/22/2023	A.R.	0.25		Review email correspondence from E. Rowe of CBRE re: update on marketing materials.
6/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/28/2023	A.R.	0.25		Various email correspondence and calls from investors re: update status.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\ocoe\invoice 42732-juney 2023 ocoe.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42746

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from July 1, 2023 to July 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours @	\$700.00 per hour	\$	2,625.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.75 hours @	\$265.00 per hour	\$	463.75
Total fees				\$	3,245.00
Miscellaneous disbursements (copies, mail, etc.)				\$	0.37
Total fees and disbursements				\$	3,245.37
* H.S.T. on exigible fees & disbursements (\$532.87 @ 13%)				\$	69.27
Total Balance Due				\$	<u>3,314.64</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/4/2023	A.R.	0.25		Email correspondence with E. Rowe re: information required re: Destin by Consultant and confirmation of site plan application submittal and queries to various properties.
7/6/2023	A.R.	0.25		Email correspondence to D. Lawson re: entitlement process. Email correspondence with E. Rowe and S. Marwaha re: D. Lawson as contact for queries and status of entitlements for all land parcels.
7/6/2023	S.M.	0.25		Attended call with engineering firms involved in civil entitlement consulting work for land parcels in Florida to confirm point of contact details and sent email introductions to E. Rowe with engineering consultation firms
7/10/2023	A.R.	0.25		Review Marketing Brochures; email exchange with E. Rowe re: comments to brochure and update on discussions with D. Lawson.
7/10/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/12/2023	A.P.	0.25	*	June 2023 Bank reconciliations - 5 estates.
7/12/2023	A.R.	0.25		Email correspondence with E. Rowe re: update on contact with D. Lawson. Review file re: updated surveys. Email correspondence to D. Lawson requesting recent surveys.
7/13/2023	A.R.	0.50		Email correspondence to D. Lawson re: surveys; email correspondence with E. Rowe and staff re: same. Email correspondence with E. Rowe re: updated marketing materials; provide comments and correspondence re: suggesting launching. Email correspondence with K. Kraft re: outstanding US legal fees.
7/14/2023	A.R.	0.25		Call with R. Smith re: purchasing Receiver's loan. Email correspondence and call with Y. Levinson to discuss same. Call with CBRE.
7/17/2023	A.R.	0.25		Email correspondence to D. Lawson re: Destin inclusion of application for permitting in CBRE materials and request for same. Review updated marketing materials; email exchange with E. Rowe re: same and update on discussions with D. Lawson re: plans and launching. Review correspondence re: outstanding US legal fees. Email correspondence to Hillmount re: Trailwinds additional advance.

Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/17/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/18/2023	A.R.	0.25		Review US legal invoices; email correspondence with James Irving. Discussions with R. DaSilva re: payment.
7/18/2023	R.D.	0.75	*	Review US legal invoices; discussions with A. Rutman re: same. Banking administration. Update Statement of Receipts and Disbursements.
7/20/2023	A.R.	0.25		Email correspondence to Dentons Canada re: update on CBRE launching of 4 properties; forward marketing material; email Trailwinds agreement and matters relating to counsel review for additional Legacy offers. Review email correspondence from Hillmount re: Trailwinds draw schedule.
7/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/25/2023	A.R.	0.25		Review various documentation forwarded by D. Lawson for signature; email exchange re: amendments. Email correspondence with G. Marchant re: interested party submitting offer on all properties.
7/26/2023	A.R.	0.50		Review documents from Don Lawson requiring signature for Longleaf, Ocoee and Destin; email exchange re: queries to documents.
7/28/2023	A.R.	0.25		Review Don Lawson invoices; email correspondence to D. Lawson requesting status of entitlement and any documentation received from authorities. Review CBRE reporting letter.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42765

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from August 1, 2023 to August 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.25 hours @	\$700.00 per hour	\$	2,275.00
S. Marwaha	S.M.	3.25 hours @	\$350.00 per hour	\$	1,137.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	5.50 hours @	\$265.00 per hour	\$	1,457.50
Total fees				\$	4,938.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.18
Total fees and disbursements				\$	4,938.93
* H.S.T. on exigible fees & disbursements (\$1,526.43 @ 13%)				\$	198.44
Total Balance Due				\$	5,137.37

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
8/1/2023	A.R.	0.25		Review N21 Group invoices; discussion with R. DaSilva re: summary and amounts outstanding. Email correspondence to D. Lawson re: queries to invoices. Review correspondence from Dentons re: new procedure for appearing at hearing via zoom.
8/1/2023	R.D.	0.25	*	Review N21 invoices, update spreadsheet of payments to date and amount outstanding; review cash balances; discussion with A. Rutman re: same.
8/2/2023	A.R.	0.50		Engaged in email correspondence with D. Lawson re: outstanding invoices and civil and landscape services relating to Ocoee.
8/3/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/8/2023	R.D.	0.50	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration. Update Statement of Receipts and Disbursements.
8/10/2023	A.P.	0.25	*	July 2023 bank reconciliations.
8/10/2023	A.R.	0.25		Email correspondence with staff re: Trailwinds Property Owners Association correspondence and payment outstanding. Email correspondence and call with J. Irving re: outstanding invoice and update on US Chapter 15 Bankruptcy Case and status of sale process. Email correspondence to D. Lawson re: outstanding invoice.
8/10/2023	R.D.	1.00	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration.
8/11/2023	A.R.	0.25		Email correspondence with D. Lawson re: scheduling of call to discuss update and outstanding invoices. Review CBRE Reporting Letter; email exchange with K. Kraft re: same.
8/14/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2023	R.D.	1.00	*	Banking administration. Update Statement of Receipts and Disbursements. Wire payments to N21. Review and amend Receiver invoices up to April 30, 2023 for HST correction.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST</i> <i>Exigible</i>	<u>Detail</u>
8/16/2023	A.R.	0.25		Email exchange with G. Marchant re: marketing phase and update on sale of properties and query from investor on distribution.
8/17/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on Florida properties, suggested bid date, interested parties, zoning issues, standard APS and US legal counsel. Email correspondence to L. Smith and J. Irving re: update status of Receiver form offer. Review and execute Hillmount advance schedule.
8/17/2023	R.D.	1.00	*	Amend bills from Feb Nov 2021 - April 2023 re: amended HST.
8/18/2023	A.R.	0.25		Review correspondence from A. Foster of Barclay Group re: Trailwinds Property Owners Association payment. Review Agreement of Purchase and Sale; email correspondence with counsel re: comments to same. Forward Purchase and Sale Agreement to E. Rowe. Review CBRE Reporting Letter #3; email correspondence to E. Rowe re: same.
8/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/23/2023	A.R.	0.50		Engaged in numerous email correspondence with CBRE re: sale process, interested parties, liens, easements and updates from D. Lawson. Email correspondence with interested party. Email correspondence with investor re: update on sale process. Email correspondence with G. Marchant re: interested party. Email correspondence to D. Lawson re: Ocoee site easement claim; email correspondence to L. Smith and J. Irving re: same.
8/24/2023	A.R.	0.25		Review correspondence from S. Thompson re: Legacy Project Budget and Pay Application through the completion of construction. Review Environmental Resource Permit document.
8/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/25/2023	A.R.	0.25		Email exchange with G. Marchant re: allocation of Trailwinds sale funds. Review email correspondence from D. Lawson re: Ocoee claim and discussion with engineer. Review updated

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST</i> <i>Exigible</i>	<u>Detail</u>
				CBRE reporting letter; email exchange with E. Rowe re: same and scheduling of call.
8/28/2023	S.M.	0.25		Discussion with A. Rutman and Review of documentation for analysis for cost estimation analysis for land parcel for Ocoee
8/29/2023	A.R.	0.25		Email correspondence with J. Irving of Dentons Bingham re: outstanding invoices. Conference call with CBRE. Email correspondence with G. Marchant re: update on potential purchaser. Review correspondence re: Ocoee analysis of servicing costs obligation. Email correspondence to J. McGlade re: update on Trailwinds due diligence.
8/29/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/29/2023	S.M.	2.75		Performed analysis and drafted excel worksheet with comments for Cost Share analysis for documentations and backups available for Ocoee and sent to A. Rutman for review and attended discussion with A. Rutman for analysis performed.
8/30/2023	S.M.	0.25		Email Correspondence with S. Thompson regarding our analysis and comments for additional information and documentation for cost analysis for Ocoee.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42775

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from September 1, 2023 to September 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.50 hours @	\$700.00 per hour	\$	1,050.00
S. Marwaha	S.M.	3.75 hours @	\$350.00 per hour	\$	1,312.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	0.50 hours @	\$265.00 per hour	\$	132.50
Total fees				\$	2,563.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.18
Total fees and disbursements				\$	2,563.93
* H.S.T. on exigible fees & disbursements (\$201.43 @ 13%)				\$	26.19
Total Balance Due				\$	2,590.12

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/7/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/8/2023	A.R.	0.25		Call with G. Marchant re: Amico. Review email correspondence from CBRE re: Destin letter of interest; email exchange with CBRE re: same. Review correspondence re: Trailwinds First Amendment to Purchase Agreement. Email correspondence with counsel re: Trailwinds extension. Review CBRE update reporting letter. Various email correspondence with CBRE and S. Marwaha re: documents to be posted to data room. Review file and various documents from N21; forward to S. Marwaha.
9/8/2023	S.M.	0.50		Email correspondence with A. Rutman regarding due diligence documents sent to CBRE; compiled the second set of due diligence documents for land parcels and sent to CBRE via Sharefile and email correspondence with CBRE regarding the second set of due diligence documents and contents listing and next steps. Email correspondence with T. Scott for request for additional information and documentation for cost analysis.
9/11/2023	A.P.	0.25	*	August 2023 bank reconciliations.
9/12/2023	A.R.	0.25		Email correspondence with G. Marchant re: update status on potential purchaser. Review correspondence from E. Rowe re: offers received.
9/13/2023	A.R.	0.50		Review various offers and summary; email correspondence with S. Marwaha re: same. Conference call with E. Rowe re: offer review. Call with G. Marchant. Review correspondence from D. Lawson re: authorization to access property re: Destin. Review email correspondence from C. Braverman re: update on comprehensive extension amendment proposal. Call with G. Marchant re: sale process and interested parties.
9/13/2023	S.M.	0.50		Email correspondence with A. Rutman regarding offers received for Land Parcels. Review of all offers received and compiled summary in excel for offers received for land parcels and sent to A. Rutman for review. Attended Call with A. Rutman and CBRE regarding discussion of offers received and next steps for land parcels. Updated the offers summary with additional offers received and sent to A. Rutman via email.
9/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/15/2023	A.R.	0.25		Call with Dentons and C. Braverman re: comprehensive extension amendment proposal. Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; provide requested information. Various email correspondence with counsel re: Trailwinds Second Amendment. Email correspondence to Hillmount re: update on Trailwinds Purchaser and extension. Email correspondence with E. Rowe re: bid process query and offer received on Destin. Review correspondence from S. Marwaha re: Reimbursement Cost Summary.
9/15/2023	S.M.	0.50		Reviewed additional documentation received for Cost Assessments and updated excel analysis and sent with comments to A. Rutman for review. Sent email with S. Thompson for clarification and request for completed information and documentation per request for cost assessments.
9/21/2023	A.R.	0.25		Review Updated Statement of Receipts and Disbursements. Call with interested party. Call with G. Marchant. Calls with creditors. Call with interested party. Email correspondence with counsel re: scheduling of meeting at Dentons to discuss sales process.
9/22/2023	S.M.	0.50		Updated the new offers received in summary report and sent to A. Rutman for review. Updated the excel worksheet summary per formatting suggestion by A. Rutman and sent via email.
9/26/2023	S.M.	0.25		Email Correspondence with CBRE and sent due diligence documents requested for Destin Property via Sharefile. Attended meeting with K. Kraft and A. Rutman at his office for discussion of offers and next steps.
9/28/2023	S.M.	1.50		Performed review of additional documentation and response received for Ocoee cost assessments and sent with review comments for additional information and documentation request to T. Scott and attended call with A. Rutman and CBRE for discussion of offers and next steps.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42796

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from October 1, 2023 to October 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.25 hours @	\$725.00 per hour	\$	2,356.25
S. Marwaha	S.M.	1.50 hours @	\$405.00 per hour	\$	607.50
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	3,326.25
Miscellaneous disbursements (copies, mail, etc.)				\$	64.98
Total fees and disbursements				\$	3,391.23
* H.S.T. on exigible fees & disbursements (\$1,152.48 @ 13%)				\$	149.82
Total Balance Due				\$	3,541.05

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/2/2023	A.R.	0.25		Email correspondence with E. Rowe re: update status on offers and call to discuss same. Email correspondence with investor re: update status on properties. Email exchange with F. Tayar re: Notice of Change of Lawyer.
10/2/2023	S.M.	0.25		Email with CBRE Re: Scheduling call: Attended Meeting with CBRE and A. Rutman for discussion on status and next steps for properties:
10/3/2023	A.R.	0.25		Review correspondence re: Sunbiz information and SWFWMD authorization form; email same to D. Lawson. Review correspondence from E. Rowe and S. Marwaha re: correspondence sent to Lawyer on Ocoee Cost assessments for additional information and documentation. Review correspondence from E. Rowe re: Destin offer.
10/3/2023	S.M.	0.25		Forwarded email for correspondence with Counsel for request for backup cost assessments on Ocoee:
10/4/2023	S.M.	0.25		Updated the Offers Summary and sent the updated summary to A. Rutman via email: Attended meeting with CBRE and A. Rutman for discussion regarding offers on land parcels and next steps:
10/10/2023	A.R.	0.50		Review documents from NPDES Stormwater Program and email correspondence re: Receiver as responsible authority. Review offers and summary of all offers; email correspondence to counsel re: same. Email correspondence with E. Rowe re: specific pricing on Longleaf and Ft. Myers. Matters re: finalization of Destin Agreement; execute same. Various email exchange with E. Rowe re: amendments to 401 Beach Drive APS; email correspondence with L. Smith of Dentons US.
10/11/2023	A.R.	0.25	*0.25	<i>Draft update report to Hillmount Capital re: sale process; email correspondence with Y. Levinson.</i> Email correspondence with K. Kraft re finalization of Destin APS. Email exchange with E. Rowe re: Destin deposit to be sent to escrow agent. Engaged in numerous email exchange with counsel re: matters relating to the sale of the properties. Email correspondence with D. Lawson re: sale of Destin and suspension of entitlement process.
10/11/2023	S.M.	0.75		Review of email from T. Scott for request for backups and invoice for cost assessment for Ocoee: Email Correspondence with CBRE regarding correspondence with T. Scott and confirmation of updated APA: Review of APA on Destin and

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				explained the query with relevant facts to A. Rutman regarding deposit period for APA: Review of draft letter to Secured Creditors and made review comments and sent to A. Rutman for review:
10/13/2023	A.R.	0.25	*0.25	<i>Call with Y. Levinson re: renewal of term sheet and update on sale of properties. Various email correspondence and call with G. Marchant re: Hillmount loan. Email correspondence with Dentons Canada re: Hillmount loan extension. Review correspondence re: Destin Earnest Deposit Receipt. Email correspondence with E. Rowe re: pricing on Longleaf and Ft. Myers. Call with S. Strauss.</i>
10/16/2023	A.R.	0.25	*0.25	Email correspondence with S. Straus re; extending maturity dates on the loans and Destin sale. Email correspondence with G. Marchant. <i>Review updated Statement of Receipts and Disbursements and remaining funds; email correspondence with R. DaSilva re: same and Hillmount loan. Email correspondence with E. Rowe re: Hillmount loans and timing of price listing on Longleaf and Ft. Myers.</i>
10/16/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements and estimated remaining funds and Receiver's loan available; discussion with A. Rutman re: same.
10/17/2023	A.P.	0.25	*	September 2023 bank reconciliations.
10/17/2023	A.R.	0.25		Call and email correspondence with G. Marchant re: update on sale process. Call and email correspondence with Sara-Ann Wilson re: update on sale process.
10/19/2023	A.R.	0.25		Calls with creditors re: update on sale process. Email correspondence with G. Marchant re: total costs of receivership to date.
10/20/2023	A.R.	0.25		Email correspondence with E. Rowe re; request from interested parties additional time for response on offer.
10/23/2023	A.R.	0.25	*0.25	Email correspondence to G. Marchant re: updated Statement of Receipts and Disbursements on all properties. <i>Various email correspondence with counsel re: creditors request for update report. Calls with creditors. Email correspondence with staff re: payment of Trailwinds property taxes. Call and email correspondence with S. Straus re: loans, Destin sale and research of the Florida statute.</i>

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/24/2023	A.R.	0.25		Various email correspondence with S. Straus re: Hillmount Capital renewal and update status of research on Florida Statute 286.23. Call to S. Straus. Conference call and email correspondence with CBRE re: update on sale of Destin, beneficial ownership agreement and statute law.
10/25/2023	A.R.	0.25		Email correspondence with G. Marchant re: CBRE commission rate.
10/26/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42807

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from November 1, 2023 to November 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	11.75 hours @	\$725.00 per hour	\$	8,518.75
S. Marwaha	S.M.	7.00 hours @	\$415.00 per hour	\$	2,905.00
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	507.50
Total fees				\$	12,076.25
Miscellaneous disbursements (copies, mail, etc.)				\$	16.96
Total fees and disbursements				\$	12,093.21
* H.S.T. on exigible fees & disbursements (\$669.46 @ 13%)				\$	87.03
Total Balance Due				\$	12,180.24

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/1/2023	A.R.	0.25		Email exchange with E. Rowe re: update on Ocoee sale. Email correspondence re: scheduling of call to discuss update on various properties. Review tax bills.
11/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/3/2023	A.R.	1.50		Call with E. Rowe re: update on sale of various properties. Review offer received on Ocoee; email correspondence and comments to S. Straus re: same. Review updated summary of offer schedule; email correspondence with S. Marwaha re: same. Email correspondence with Hillmount Capital re: summary of offers received. Email correspondence with Dentons US re: S. Straus taking over sale process.
11/3/2023	S.M.	2.75		Performed analysis for cost assessment and sent to A. Rutman for review with comments.
11/6/2023	A.R.	0.75		Call with S. Straus. Call with J. Cordova of S. Straus office. Conference call with S. Straus and J. Cordova of Enterprise Title re: sale of properties. Review package from School Board counsel re: Destin property and Affidavit to be notarized. Notarize documents. Forward Ocoee shared cost summary to S. Straus. Email Purchase Agreement template to S. Straus. Review correspondence from Dentons re: status conference in Chapter 15 Bankruptcy Cases.
11/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/6/2023	S.M.	0.25		Email correspondence regarding draft letter Re: Ocoee cost assessments:
11/7/2023	A.R.	0.25		Conference call and email correspondence with Hillmount Capital re: update on sale of properties and funding; email update to Dentons Canada. Call with J. Irving; review update re: hearing summary. Email correspondence to S. Straus re: Destin notarized documents. Review legal invoices. Email correspondence with R. DaSilva re: Ft. Myers violation re: grass cutting.
11/7/2023	R.D.	0.50	*	Draft projected cash flow. Discussions with A. Rutman. Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/9/2023	A.P.	0.25	*	October 2023 bank reconciliations.
11/9/2023	A.R.	2.00		Conference call with S. Straus and J. Cordova of Enterprise Title. Review email correspondence from S. Straus re: comments to Ocoee agreement. Review Hillmount Capital meeting notes. Email correspondence to E. Rowe re: Ocoee Agreement to be sent to purchaser. Review email correspondence and comments from S. Marwaha re: comments to Purchase Agreements.
11/9/2023	S.M.	2.25		Reviewed the asset purchase agreement and sent with amendments and review comments and email discussion: Drafted email per review comments for Ocoee costs assessment and sent to A. Rutman for review:
11/10/2023	A.R.	1.75		Engaged in various email correspondence and call with S. Straus re: sale of properties, Ocoee joint construction costs. Various email exchange with E. Rowe of CBRE re: Ocoee potential purchaser and Ocoee Agreement. Email correspondence with S. Straus. Review amended Ft. Myers Agreement; forward to E. Rowe. Email correspondence with S. Marwaha re: draft response to S. Thompson re: Ocoee shared costs.
11/10/2023	S.M.	1.75		Amended draft email to be sent to S. Thompson for Ocoee Cost Assessment and attended discussion with A. Rutman regarding current assessment and the next steps.
11/13/2023	A.P.	0.25	*	Finish up 3rd interim statements of receiver, arranged to have signed and fax to OSB.
11/13/2023	A.R.	2.50		Email correspondence with staff re: request to increase in Ocoee insurance coverage. Engaged in numerous email correspondence and call with S. Straus re: Ocoee sale. Review Ocoee shared Services Easement and detailed invoices supplied; forward Easement Agreement to S. Straus. Review comments and amended Purchase Agreements from S. Straus. Forward summary of offers schedule to S. Straus. Email correspondence with E. Rowe of CBRE re: Ft. Myers.
11/14/2023	A.R.	1.50		Review Ocoee and Ft. Myers amended purchase agreements and amendments; email correspondence with E. Rowe re: amended agreements. Call with S. Thompson. Email correspondence to G. Marchant re: update on Hillmount loan. Email correspondence with S. Straus re: Amended and Restated Easement Agreement and amendment to same. Various email

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				correspondence with E. Rowe re: Ocoee and Ft. Myers amended Agreements. Various email correspondence re: Ft. Myers lot mowing. Call and email correspondence with S. Thompson of Lowndes re: Ocoee shared costs. Review correspondence from School District counsel re: confirmation on due diligence timing re: Destin.
11/14/2023	R.D.	0.25	*	Email correspondence re: Ft. Myers code of violation re: lot mowing. Banking administration. Update Statement of Receipts and Disbursements.
11/20/2023	A.R.	0.25		Call will Hillmount Capital. Various email correspondence with S. Straus re: Destin survey and draft letter to Jeffrey McInnis re: Title Objection letter. Review correspondence from Dentons Canada re: outstanding invoice. Review invoice re: lot mowing. Review queries from TAPCO re: Ocoee insurance coverage increase.
11/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/28/2023	A.R.	0.25		Email correspondence with investor re: update status on sale of properties. Email correspondence with R. DaSilva re: increase in Ocoee insurance.
11/28/2023	R.D.	0.25	*	Email correspondence with A. Moghaddam of First Capital Property & Casualty re: Ocoee insurance coverage increase. Banking administration. Update Statement of Receipts and Disbursements.
11/29/2023	A.R.	0.50		Review email correspondence and endorsement on Ocoee insurance increase. Email exchange with E. Rowe re: update on sale of properties.
11/30/2023	A.R.	0.25		Various email correspondence and conference call with CBRE re: update on sale of properties and various queries on properties.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES OCOEE LP AND
LEGACY LIFESTYLES OCOEE GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42812

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from December 1, 2023 to December 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.75 hours @	\$725.00 per hour	\$	1,268.75
S. Marwaha	S.M.	hours @	\$415.00 per hour	\$	-
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	1,631.25
Miscellaneous disbursements (copies, mail, etc.)				\$	0.44
Total fees and disbursements				\$	1,631.69
* H.S.T. on exigible fees & disbursements (\$544.19 @ 13%)				\$	70.74
Total Balance Due				\$	1,702.43

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
12/5/2023	A.R.	0.25		Various email correspondence with E. Rowe re: update on sale of properties and potential purchasers.
12/5/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
12/12/2023	A.R.	0.25	*	Discussions with R. DaSilva re: remaining funds, outstanding fees and additional borrowing. Email correspondence to Hillmount re: additional advance for Ocoee and Ft. Myers.
12/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/13/2023	A.P.	0.25	*	November 2023 bank reconciliations.
12/14/2023	A.R.	0.25		Call with S. Ann Wilson of Dentons Canada. Call with S. Straus. Review file re: Trailwinds Objection Letter. Various email correspondence re: Charles Braverman extension request re: Trailwinds. Email correspondence with E. Rowe re: update on sale of properties.
12/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/15/2023	A.R.	0.25		Conference call with S. Straus re: Trailwinds. Review update from E. Rowe re: Ocoee. Review email correspondence from Pasco County re: Longleaf utility review comments.
12/17/2023	A.R.	0.25		Email exchange with counsel re: providing update to creditors on sale process and Hillmount term sheet. Email correspondence to S. Straus re: update on Longleaf.
12/19/2023	A.R.	0.25		Call with S. Straus re: sale of various properties. Email correspondence with E. Rowe re: Ocoee offer.
12/20/2023	A.R.	0.25		Email correspondence and call with J. Irving. Email exchange with E. Rowe re: update on Destin and Ocoee.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42718

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from May 1, 2023 to May 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.50 hours @	\$700.00 per hour	\$	5,250.00
S. Marwaha	S.M.	5.75 hours @	\$350.00 per hour	\$	2,012.50
A. Palmer	A.P.	1.50 hours @	\$275.00 per hour	\$	412.50
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	8,072.50
Miscellaneous disbursements (copies, mail, etc.)				\$	34.90
Total fees and disbursements				\$	8,107.40
* H.S.T. on exigible fees & disbursements (\$2,244.90 @ 13%)				\$	291.84
Total Balance Due				\$	8,399.24

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2023	A.R.	0.50		Email correspondence to G. Marchant re: non-disclosure agreement to be signed by interested investors. Email correspondence with J. Shames re: data room docs. Review summary of land values per realtor's proposal and appraisal; email correspondence and discussion with S. Marwaha re: same. Email correspondence with J. Shames re: update on proposal.
5/1/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/1/2023	S.M.	0.50		Email Correspondence with R. DaSilva regarding copy for blank NDA: Email Correspondence with Lee & Associates for update on timelines to receive the proposal package: Summarized and compiled the values per broker opinion of value shared by JLL and CBRE and sent to A. Rutman for review with additional comments in email: Email Correspondence with A. Rutman regarding conversation with Ares Management for potential debt / Equity financing and email correspondence with L. Chua for details for project and discuss any potential interest from his firm: Reviewed the proposal package for quote for services from JLL and shared with A. Rutman for review and saved a copy on LAN: Email Correspondence with S. Jeremiah to confirm if he received the package for additional information for land parcels sent to him.
5/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/3/2023	A.R.	0.50		Various email correspondence with S. Marwaha re: survey, Lawson summary and the site description for land parcel for Wildwoods. Review email correspondence from J. Shames and S. Marwaha re: proposal from Berkadia Group and data room link. Review Lee & Associates proposal; email same to counsel. Email correspondence with US counsel James Irving and Leslie Smith of Dentons re: sale of properties and offer received on one of the properties.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/3/2023	S.M.	0.75		Reviewed the broker opinion of value and inserted the suggested values in excel summary worksheet and sent to A. Rutman for review with additional review comments : Email Correspondence with Lee & Associates to request for proposal with quote for services to be provided by them: Email Correspondence with S. Jeremiah to request update on proposal timelines: Emailed the copies of survey, Lawson Summary and site description for Wildwood Property to A. Rutman per request: Email Correspondence with L. Chua regarding the summary of project for potential interest from his firm for debt/equity financing: Email Correspondence with A. Rutman regarding the proposal received from Lee & Associates and details for marketing strategy
5/4/2023	A.R.	0.25		Call with interested party from Sarasota, FL. Email correspondence with G. Marchant re: NDA signed by potential purchaser; email correspondence to S. Marwaha re: forwarding of Don Lawson offering memorandum.
5/4/2023	S.M.	0.75		Review and summarization in excel worksheet for Broker Opinion of values, strategy and other details received from potential realtors and sent to A. Rutman for review through email and follow up email correspondence with A. Rutman for discussion for the summary excel worksheet and details shared by realtors: Email correspondence with JLL and Lee & Associates to schedule a follow up meeting to discuss the details for broker opinion of value and other details shared previously by them: Review and saved the signed NDA from Ryan Smith and sent the offering memorandum package copy via email to him.
5/5/2023	A.R.	0.25		Engaged in various email correspondence with L. Smith of Dentons US re: Purchase Agreement received on Trailwinds and various details re: same. Email correspondence with potential purchaser. Email correspondence with G. Marchant re: signed NDA's from potential purchasers; email correspondence with S. Marwaha re: providing offering memorandum.
5/5/2023	S.M.	0.50		Attended meetings with JLL and Lee & Associates to discuss the details for marketing strategy suggested for their opinion for land parcels: Attended meeting with A. Rutman to discuss the summary from meetings with JLL and Lee & Associates for suggested marketing strategies and details for land parcels: Email Correspondence regarding signed NDA received from potential purchaser and saved the copy on LAN.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2023	A.R.	0.50	*	Call with potential purchaser. <i>Discussion with R. DaSilva re: remaining funds. Review and amend draft report to court; email correspondence with staff. Review draft materials and email correspondence with counsel.</i> Review D. Lawson notes; email correspondence to G. Marchant re: CIDC and signed NDA. Review correspondence from D. Lawson re: CDIC Welcome letter; email correspondence with S. Marwaha re: same.
5/8/2023	R.D.	0.25	*	Review Second Draft Report and Receiver's Activities; email correspondence to A. Rutman re: same. Banking administration.
5/8/2023	S.M.	0.75		Email the Lawson's Summary for Offering Memorandum to R. Smith via email: Updated the excel worksheet for analysis for summary for proposal from Realtor's proposals and sent to A. Rutman for review : Sent email to J. Shames from Colliers to request update for proposal from Berkadia Group for listing of land parcels in Florida: Performed analysis and drafted memo for background and information available for CIDC Group and sent to A. Rutman for review per request and email correspondence with A. Rutman for follow up discussion for the memo.
5/9/2023	A.R.	0.50	*	Email correspondence with G. Marchant re: potential purchaser. <i>Review Affidavit of Fees. Review updated Statement of Receipts and Disbursements. Review and amend draft report to court; engaged in various email correspondence with counsel re: same.</i> Email exchange with counsel re: amendments to realtor summary schedule. Email correspondence to E. Rowe of CBRE re: sale process. Review email correspondence re: update on Colliers proposal package.
5/9/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
5/10/2023	A.R.	0.50	*	<i>Further review and amendments to Second Report to Court; email correspondence with counsel; finalize and execute same.</i> Email correspondence with G. Marchant and interested party re: data room and offering memorandum files. Review Dentons Greenebaum invoice. Email correspondence with S. Marwaha re: amendments to Summary of Realtor Opinion schedule. Email correspondence with E. Rowe re: sale process.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/10/2023	S.M.	0.50		Sent the Offering memorandum for Lawson Summary to R. Smith via secured mail via shapefile: Reviewed the summary for analysis for Realtor's proposals for the Receiver's report to Court and made changes and amendments and sent to A. Rutman for review: Attended discussion with A. Rutman to review and finalize the realtor's summary for report to be sent to Counsels.
5/11/2023	A.P.	0.25	*	April 2023 bank reconciliations.
5/11/2023	A.R.	0.50		Review email correspondence re: Dentons Bingham outstanding invoices; discussion with R. DaSilva re: same. Review Motion Record. Email correspondence with L. Smith of Dentons Greenebaum re: comments to Trailwinds Purchase Agreement. Email correspondence with G. Marchant, S. Marwaha re: information and data room to be provided to potential purchaser. Engaged in numerous email correspondence with counsel re: sale process and amendments to Second Report to Court.
5/11/2023	R.D.	0.25	*	Review correspondence re: outstanding Dentons Bingham invoices. Discussion with A. Rutman re: same.
5/12/2023	A.R.	0.25		Email correspondence with G. Marchant re: potential purchaser of Trailwinds. Engaged in numerous email correspondence and discussion with S. Marwaha re: summary of land values and realtor proposals and appraisals. Review Berkadia proposal. Review email correspondence and comments from L. Smith re: Trailwinds Purchase Agreement. Email correspondence to counsel re: Berkadia proposal. Email correspondence and call from E. Rowe.
5/12/2023	S.M.	0.50		Reviewed the proposal listing package from Berkadia and added the analysis into excel worksheet and sent to A. Rutman for review via email and attended meeting with A. Rutman to discuss the merits and details for proposal sent by Berkadia Group.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/15/2023	A.R.	0.25		Engaged in email correspondence with Dentons Greenebaum and Dentons Canada re: Trailwinds Agreement of Purchase and Sale; review Agreement. Email correspondence with J. Shamess re: Berkadia proposal. Call with J. Shamess. Call with M. Czechtowski. Email correspondence with potential purchaser of Trailwinds re: Purchase Agreement and Non-Disclosure Agreement; email correspondence with Dentons and S. Marwaha re: same. Email correspondence with Dentons Canada re: realtor proposals. Email correspondence to E. Rowe.
5/16/2023	A.R.	0.25		Call and email correspondence with potential purchaser. Email correspondence and call with Hillmount Capital re: realtor proposals. Follow up email correspondence to D. Lawson re: update on municipalities and entitlements as well as construction cost estimates. Review email correspondence from J. Bantel of Lee & Associates re: Opinion of Value and potential JV scenario. Engaged in various email correspondence with Dentons Canada re: updates on realtor proposals, timelines and commission. Call with E. Rowe.
5/16/2023	S.M.	0.50		Email Correspondence with C. Braverman regarding word version of NDA sent per request: Setup of file package for J. McGlade and reviewed the package with A. Rutman: Sent secured email via sharefile and email correspondence with R. Smith regarding confirmation of additional files sent per request: Sent secured email via sharefile with file package for land parcel to J. McGlade and email correspondence for confirmation of receipt: Attended call with Lee & Associates regarding discussion and details for prospective leads with them for land parcels and discussion with A. Rutman for response from Lee & Associates.
5/17/2023	A.R.	0.25		Review Realtor proposal summary. Review and amend Supplemental Report to the Second Report; email correspondence to counsel re: same. Email correspondence with S. Marwaha re: amended Summary of Realtor Opinions of Value and Marketing Strategy. Review update from Lawson Group re: Status of Entitlements.
5/18/2023	A.R.	0.50	*	<i>Review draft supplemental report; provide comments to counsel. Engaged in various email correspondence with counsel re: supplemental report, Hillmount loan, amendments to summary of realtor proposals as well as update on Colliers proposal. Review supplementary motion record. Discussion with A. Palmer re: HST filings. Email correspondence to Colliers re: request for proposal.</i>

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/21/2023	A.R.	0.25	*	Review caselines court materials.
5/22/2023	A.R.	0.25	*	Review motion material and email correspondence from investors counsel re: adjournment of hearing; engaged in email exchange with counsel re: same. Review amended Cameron General Contractors offer on Trailwinds. Email correspondence with US counsel re: Trailwinds amended offer.
5/23/2023	A.R.	0.75	*	<i>Attend Legacy Motion.</i> Email correspondence to E. Rowe re: court approval on sale of properties and preparation of listing agreements. Email correspondence to counsel re: analysis of advances and monthly carrying costs. Email correspondence with L. Smith re: comments to Trailwinds Purchaser's offer. <i>Review Court Order and Endorsement.</i> Email correspondence with staff re: <i>uploading of court documents to website.</i>
5/24/2023	A.R.	0.50		Review comments from Denton US and Dentons Canada re: Trailwinds draft purchase agreement. Email correspondence with Hillmount Capital re: scheduling of call. Review construction bidding for Longleaf and Ocoee.
5/24/2023	S.M.	0.25		Review of bidding document for construction for Ocoee & Longleaf and saved on LAN.
5/25/2023	A.P.	1.25	*	Summerlin LP; Destin LP and Longleaf LP: Organize relevant invoices and respond to CRA audit letters for the period ending December 31, 2022 and send via fax.
5/25/2023	A.R.	0.50		Email correspondence and conference call with Dentons Canada and Dentons US re: Trailwinds Offer to Purchase. Call with Hillmount Capital. Email correspondence with potential Trailwinds purchaser and scheduling of call to discuss offer. Review email correspondence and construction cost analysis from S. Marwaha.
5/25/2023	S.M.	0.25		Drafted excel summary worksheet for comparison analysis for constructions costs per bidding documents and financial models prepared by N21 Group and sent to A. Rutman for review.
5/29/2023	A.R.	0.25		Review construction cost variance analysis spreadsheet; email correspondence and discussion with S. Marwaha re: same. Email entitlement status to S. Marwaha. Review CBRE listing agreements; email correspondence with counsel re: same.



Page 8

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/29/2023	S.M.	0.25		Review of construction costs schedule for Longleaf and Ocoee and performed viability assessments in financial models and sent comments to A. Rutman and attended discussion for the changes and assessment.
5/30/2023	S.M.	0.25		Correspondence with A. Rutman regarding potential leads from Lee & Associates for land parcels in Florida: Email Correspondence with J. Bantel regarding status update on listing of properties: Reviewed the listing agreements from CBRE and attended discussion with A. Rutman for review comments from analysis.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\longleaf\invoice 42718 - may 2023 longleaf.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42723

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from June 1, 2023 to June 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.50 hours @	\$700.00 per hour	\$	2,450.00
S. Marwaha	S.M.	1.25 hours @	\$350.00 per hour	\$	437.50
A. Palmer	A.P.	0.50 hours @	\$275.00 per hour	\$	137.50
R. DaSilva	R.D.	1.50 hours @	\$265.00 per hour	\$	397.50
Total fees				\$	3,422.50
Miscellaneous disbursements (copies, mail, etc.)				\$	6.10
Total fees and disbursements				\$	3,428.60
* H.S.T. on exigible fees & disbursements (\$1,591.10 @ 13%)				\$	206.84
Total Balance Due				\$	3,635.44

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/1/2023	A.R.	0.25		Review email correspondence from J. Bantel and S. Marwaha re: potential purchasers and amendments to non-disclosure agreement. Email correspondence with CBRE re: updated listing agreements. Email correspondence with L. Smith re: amendments to Trailwinds purchase agreement.
6/2/2023	A.R.	0.25		Review email correspondence from J. Bantel re: potential purchaser and non-disclosure agreement. Review CBRE revised listing agreements. Review LOI from potential purchaser; email correspondence with S. Marwaha re: same.
6/2/2023	S.M.	0.50		Email Correspondence with J. Bantel regarding potential lead and NOI submitted: Review of Sonata Health Care LOI and email correspondence with J. Bantel for same: Review and sent NDA from Kimaya to A. Rutman for review and approval: Review of amended listing agreements from CBRE and provided comments to A. Rutman and attended discussion for review comments.
6/5/2023	A.R.	0.25		Email correspondence with counsel re: comments to amendments to listing agreements. Email correspondence with G. Marchant re: sale of properties and update on Trailwinds offer. Review email correspondence from D. Lawson re; wastewater application and costs. Review comments from counsel re: listing agreements; email same to CBRE.
6/7/2023	A.R.	0.25		Email exchange with Lawson Group re: Agent Authorization for the Longleaf SWFWMD permit and Summerlin utility permitting. Email correspondence with CBRE re: fully executed listing agreements.
6/8/2023	A.R.	0.25	*	Engaged in numerous email correspondence with K. Kraft re: filing of HST returns and HST exemption of US matters. Email correspondence and call with A. Palmer re: HST issue.
6/8/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/8/2023	S.M.	0.25		Email Correspondence with E. Rowe from CBRE regarding additional documentation to be sent for land parcels and sent the additional documentation and information for land parcels via sharefile to E. Rowe from CBRE.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/10/2023	A.R.	0.25	*	Email correspondence with staff re: HST charged on Receiver fees and allocation of US proceeding entries. Review correspondence from Hillmount re: Longleaf draw schedule.
6/12/2023	A.P.	0.25	*	May 2023 bank reconciliations.
6/12/2023	A.R.	0.25		Engaged in various email correspondence re: finalization of Trailwinds Purchase Agreement; review and execute same; email correspondence with counsel re: signed Agreement. Review correspondence from CBRE re: fully executed listing agreements. Email correspondence with Hillmount re: Longleaf advance.
6/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/13/2023	S.M.	0.50		Review of LOI sent by Lee & Associates and email correspondence with A. Rutman for discussion for same: Email Correspondence with E. Rowe from CBRE and Lee & Associates regarding next steps to work with the LOI.
6/15/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2023	A.R.	0.25	*	Draft Fifth Report to Creditors.
6/20/2023	A.R.	0.25	*	Review and amend Fifth Report to Creditors.
6/20/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
6/21/2023	A.P.	0.25	*	Receipt of the Fifth report to creditors to go out and telephone discussion with A. Rutman regarding same. Send out the Fifth report to creditors.
6/21/2023	A.R.	0.25	*	Engaged in various email correspondence with counsel re: Fifth Report to Creditors; review comments and amendments; discussions with staff re: changes. Review final report and appendices; discussion with A. Palmer re: email to all creditors.
6/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/23/2023	A.R.	0.50		Various email exchange with E. Rowe re: update on marketing material. Engaged in various email correspondence with interested party of Longleaf.
6/28/2023	A.R.	0.25		Various email correspondence and calls from investors re: update status.
6/29/2023	A.R.	0.25		Email exchange with counsel re: update of marketing sale process. Email correspondence with E. Rowe re: update and launching date.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\longleaf\invoice 42729 - june 2023 longleaf.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42743

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from July 1, 2023 to July 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.50 hours @	\$700.00 per hour	\$	2,450.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	1.75 hours @	\$265.00 per hour	\$	463.75
Total fees				\$	3,070.00
Miscellaneous disbursements (copies, mail, etc.)				\$	0.37
Total fees and disbursements				\$	3,070.37
* H.S.T. on exigible fees & disbursements (\$532.87 @ 13%)				\$	69.27
Total Balance Due				\$	3,139.64

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/4/2023	A.R.	0.25		Email correspondence with E. Rowe re: information required re: Destin by Consultant and confirmation of site plan application submittal and queries to various properties.
7/6/2023	A.R.	0.25		Email correspondence to D. Lawson re: entitlement process. Email correspondence with E. Rowe and S. Marwaha re: D. Lawson as contact for queries and status of entitlements for all land parcels.
7/6/2023	S.M.	0.25		Attended call with engineering firms involved in civil entitlement consulting work for land parcels in Florida to confirm point of contact details and sent email introductions to E. Rowe with engineering consultation firms
7/10/2023	A.R.	0.25		Review Marketing Brochures; email exchange with E. Rowe re: comments to brochure and update on discussions with D. Lawson.
7/10/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/11/2023	A.R.	0.25		Email correspondence with E. Rowe and update on contacting D. Lawson. Email correspondence to D. Lawson re: contacting CBRE re: status of entitlements. Review correspondence from E. Rowe re: marketing queries.
7/12/2023	A.P.	0.25	*	June 2023 Bank reconciliations - 5 estates.
7/12/2023	A.R.	0.25		Email correspondence with E. Rowe re: update on contact with D. Lawson. Review file re: updated surveys. Email correspondence to D. Lawson requesting recent surveys.
7/13/2023	A.R.	0.25		Email correspondence to D. Lawson re: surveys; email correspondence with E. Rowe and staff re: same. Email correspondence with E. Rowe re: updated marketing materials; provide comments and correspondence re: suggesting launching. Email correspondence with K. Kraft re: outstanding US legal fees.
7/14/2023	A.R.	0.50		Call with R. Smith re: purchasing Receiver's loan. Email correspondence and call with Y. Levinson to discuss same. Call with CBRE.
7/17/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/18/2023	A.R.	0.25		Review US legal invoices; email correspondence with James Irving. Discussions with R. DaSilva re: payment.
7/18/2023	R.D.	0.75	*	Review US legal invoices; discussions with A. Rutman re: same. Banking administration. Update Statement of Receipts and Disbursements.
7/20/2023	A.R.	0.25		Email correspondence to Dentons Canada re: update on CBRE launching of 4 properties; forward marketing material; email Trailwinds agreement and matters relating to counsel review for additional Legacy offers. Review email correspondence from Hillmount re: Trailwinds draw schedule.
7/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/25/2023	A.R.	0.25		Review various documentation forwarded by D. Lawson for signature; email exchange re: amendments. Email correspondence with G. Marchant re: interested party submitting offer on all properties.
7/26/2023	A.R.	0.25		Review documents from Don Lawson requiring signature for Longleaf, Ocoee and Destin; email exchange re: queries to documents.
7/28/2023	A.R.	0.25		Review Don Lawson invoices; email correspondence to D. Lawson requesting status of entitlement and any documentation received from authorities. Review CBRE reporting letter.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42764

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from August 1, 2023 to August 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.25 hours @	\$700.00 per hour	\$	2,275.00
S. Marwaha	S.M.	0.25 hours @	\$350.00 per hour	\$	87.50
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	5.50 hours @	\$265.00 per hour	\$	1,457.50
Total fees				\$	3,888.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.19
Total fees and disbursements				\$	3,888.94
* H.S.T. on exigible fees & disbursements (\$1,701.44 @ 13%)				\$	221.19
Total Balance Due				\$	<u>4,110.13</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2023	A.R.	0.25		Review N21 Group invoices; discussion with R. DaSilva re: summary and amounts outstanding. Email correspondence to D. Lawson re: queries to invoices. Review correspondence from Dentons re: new procedure for appearing at hearing via zoom.
8/1/2023	R.D.	0.25	*	Review N21 invoices, update spreadsheet of payments to date and amount outstanding; review cash balances; discussion with A. Rutman re: same.
8/3/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/8/2023	A.R.	0.25		Discussion with R. DaSilva re: updated Statement of Receipts and Disbursements and revised Receiver invoices.
8/8/2023	R.D.	0.50	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration. Update Statement of Receipts and Disbursements.
8/10/2023	A.P.	0.25	*	July 2023 bank reconciliations.
8/10/2023	R.D.	1.00	*	Review invoices from November 1, 2022 to April 30, 2023 re: revised HST calculations on Receiver fees; update summary. Banking administration.
8/11/2023	A.R.	0.25		Email correspondence with D. Lawson re: scheduling of call to discuss update and outstanding invoices. Review CBRE Reporting Letter; email exchange with K. Kraft re: same.
8/14/2023	A.R.	0.25		Conference call with D. Lawson re: update on properties. Email correspondence to A. Foster of Barclay Group re: Trailwinds 2023 budget information and wiring of funds. Review updated Statement of Receipts and Disbursements; discussion with R. DaSilva re: requirement for additional advance. Email correspondence to Hillmount Capital re: CBRE reporting letter.
8/14/2023	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
8/15/2023	A.R.	0.25	*	Email correspondence to D. Lawson re: payment of outstanding invoices. <i>*Discussion with R. DaSilva re: additional Receiver's advance. Email Receiver's Certificates to Hillmount.</i>

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST</u> <u>Exigible</u>	<u>Detail</u>
8/15/2023	R.D.	1.00	*	Banking administration. Update Statement of Receipts and Disbursements. Wire payments to N21. Review and amend Receiver invoices up to April 30, 2023 for HST correction.
8/17/2023	A.R.	0.25		Various email exchange with E. Rowe re: update on Florida properties, suggested bid date, interested parties, zoning issues, standard APS and US legal counsel. Email correspondence to L. Smith and J. Irving re: update status of Receiver form offer. Review and execute Hillmount advance schedule.
8/17/2023	R.D.	1.00	*	Amend bills from Feb Nov 2021 - April 2023 re: amended HST.
8/18/2023	A.R.	0.25		Review correspondence from A. Foster of Barclay Group re: Trailwinds Property Owners Association payment. Review Agreement of Purchase and Sale; email correspondence with counsel re: comments to same. Forward Purchase and Sale Agreement to E. Rowe. Review CBRE Reporting Letter #3; email correspondence to E. Rowe re: same.
8/21/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/22/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/23/2023	A.R.	0.50		Engaged in numerous email correspondence with CBRE re: sale process, interested parties, liens, easements and updates from D. Lawson. Email correspondence with interested party. Email correspondence with investor re: update on sale process. Email correspondence with G. Marchant re: interested party. Email correspondence to D. Lawson re: Ocoee site easement claim; email correspondence to L. Smith and J. Irving re: same.
8/24/2023	A.R.	0.25		Review correspondence from S. Thompson re: Legacy Project Budget and Pay Application through the completion of construction. Review Environmental Resource Permit document.
8/24/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/25/2023	A.R.	0.50		Email exchange with G. Marchant re: allocation of Trailwinds sale funds. Review email correspondence from D. Lawson re: Ocoee claim and discussion with engineer. Review updated

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST</i> <i>Exigible</i>	<u>Detail</u>
				CBRE reporting letter; email exchange with E. Rowe re: same and scheduling of call.
8/28/2023	S.M.	0.25		Discussion with A. Rutman and Review of documentation for analysis for cost estimation analysis for land parcel for Ocoee
8/29/2023	A.R.	0.25		Email correspondence with J. Irving of Dentons Bingham re: outstanding invoices. Conference call with CBRE. Email correspondence with G. Marchant re: update on potential purchaser. Review correspondence re: Ocoee analysis of servicing costs obligation. Email correspondence to J. McGlade re: update on Trailwinds due diligence.
8/29/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42774

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from September 1, 2023 to September 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	2.75 hours @	\$700.00 per hour	\$	1,925.00
S. Marwaha	S.M.	2.50 hours @	\$350.00 per hour	\$	875.00
A. Palmer	A.P.	0.25 hours @	\$275.00 per hour	\$	68.75
R. DaSilva	R.D.	0.75 hours @	\$265.00 per hour	\$	198.75
Total fees				\$	3,067.50
Miscellaneous disbursements (copies, mail, etc.)				\$	0.19
Total fees and disbursements				\$	3,067.69
* H.S.T. on exigible fees & disbursements (\$267.69 @ 13%)				\$	34.80
Total Balance Due				\$	<u>3,102.49</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/7/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
9/8/2023	A.R.	0.25		Call with G. Marchant re: Amico. Review email correspondence from CBRE re: Destin letter of interest; email exchange with CBRE re: same. Review correspondence re: Trailwinds First Amendment to Purchase Agreement. Email correspondence with counsel re: Trailwinds extension. Review CBRE update reporting letter. Various email correspondence with CBRE and S. Marwaha re: documents to be posted to data room. Review file and various documents from N21; forward to S. Marwaha.
9/8/2023	S.M.	0.50		Email correspondence with A. Rutman regarding due diligence documents sent to CBRE; compiled the second set of due diligence documents for land parcels and sent to CBRE via Sharefile and email correspondence with CBRE regarding the second set of due diligence documents and contents listing and next steps. Email correspondence with T. Scott for request for additional information and documentation for cost analysis.
9/11/2023	A.P.	0.25	*	August 2023 bank reconciliations.
9/12/2023	A.R.	0.25		Email correspondence with G. Marchant re: update status on potential purchaser. Review correspondence from E. Rowe re: offers received.
9/13/2023	A.R.	0.50		Review various offers and summary; email correspondence with S. Marwaha re: same. Conference call with E. Rowe re: offer review. Call with G. Marchant. Review correspondence from D. Lawson re: authorization to access property re: Destin. Review email correspondence from C. Braverman re: update on comprehensive extension amendment proposal. Call with G. Marchant re: sale process and interested parties.
9/13/2023	S.M.	0.50		Email correspondence with A. Rutman regarding offers received for Land Parcels. Review of all offers received and compiled summary in excel for offers received for land parcels and sent to A. Rutman for review. Attended Call with A. Rutman and CBRE regarding discussion of offers received and next steps for land parcels. Updated the offers summary with additional offers received and sent to A. Rutman via email.
9/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/15/2023	A.R.	0.25		Call with Dentons and C. Braverman re: comprehensive extension amendment proposal. Review email correspondence from L. Smith re: draft response to Title Objection Letter; various email exchanges re: same; provide requested information. Various email correspondence with counsel re: Trailwinds Second Amendment. Email correspondence to Hillmount re: update on Trailwinds Purchaser and extension. Email correspondence with E. Rowe re: bid process query and offer received on Destin. Review correspondence from S. Marwaha re: Reimbursement Cost Summary.
9/15/2023	S.M.	0.50		Reviewed additional documentation received for Cost Assessments and updated excel analysis and sent with comments to A. Rutman for review. Sent email with S. Thompson for clarification and request for completed information and documentation per request for cost assessments.
9/19/2023	A.R.	0.25		Email correspondence with investors re: update on sale process.
9/20/2023	A.R.	0.75		Review email correspondence and offer received on Longleaf.
9/21/2023	A.R.	0.25		Review Updated Statement of Receipts and Disbursements. Call with interested party. Call with G. Marchant. Calls with creditors. Call with interested party. Email correspondence with counsel re: scheduling of meeting at Dentons to discuss sales process.
9/21/2023	R.D.	0.25	*	Update Statement of Receipts and Disbursements.
9/22/2023	A.R.	0.25		Review summary of offers schedule and email correspondence with S. Marwaha re: same.
9/22/2023	S.M.	0.50		Updated the new offers received in summary report and sent to A. Rutman for review. Updated the excel worksheet summary per formatting suggestion by A. Rutman and sent via email.
9/26/2023	S.M.	0.25		Email Correspondence with CBRE and sent due diligence documents requested for Destin Property via Sharefile. Attended meeting with K. Kraft and A. Rutman at his office for discussion of offers and next steps.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
9/28/2023	S.M.	0.25		Performed review of additional documentation and response received for Ocoee cost assessments and sent with review comments for additional information and documentation request to T. Scott and attended call with A. Rutman and CBRE for discussion of offers and next steps.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

n:\trustee\clients\legacy\receivership documents\billings\longleaf\invoice 42764 - aug 2023 longleaf.docx

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42795

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from October 1, 2023 to October 31, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.75 hours @	\$725.00 per hour	\$	3,443.75
S. Marwaha	S.M.	0.75 hours @	\$405.00 per hour	\$	303.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	4,110.00
Miscellaneous disbursements (copies, mail, etc.)				\$	64.99
Total fees and disbursements				\$	4,174.99
* H.S.T. on exigible fees & disbursements (\$1,152.49 @ 13%)				\$	149.82
Total Balance Due				\$	4,324.81

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/1/2023	A.R.	0.25		Review file re: sale of properties.
10/2/2023	S.M.	0.25		Email with CBRE Re: Scheduling call: Attended Meeting with CBRE and A. Rutman for discussion on status and next steps for properties:
10/4/2023	A.R.	0.25		Review legal invoices. Engaged in numerous email correspondence with Dentons US and Canada re: comments to Destin offer. Email exchange with S. Marwah and E. Rowe re: Destin offer. Email correspondence with investor.
10/4/2023	S.M.	0.25		Updated the Offers Summary and sent the updated summary to A. Rutman via email: Attended meeting with CBRE and A. Rutman for discussion regarding offers on land parcels and next steps:
10/10/2023	A.R.	1.25		Review documents from NPDES Stormwater Program and email correspondence re: Receiver as responsible authority. Review offers and summary of all offers; email correspondence to counsel re: same. Email correspondence with E. Rowe re: specific pricing on Longleaf and Ft. Myers. Matters re: finalization of Destin Agreement; execute same. Various email exchange with E. Rowe re: amendments to 401 Beach Drive APS; email correspondence with L. Smith of Dentons US.
10/11/2023	A.R.	0.25	*0.25	<i>Draft update report to Hillmount Capital re: sale process; email correspondence with Y. Levinson.</i> Email correspondence with K. Kraft re finalization of Destin APS. Email exchange with E. Rowe re: Destin deposit to be sent to escrow agent. Engaged in numerous email exchange with counsel re: matters relating to the sale of the properties. Email correspondence with D. Lawson re: sale of Destin and suspension of entitlement process.
10/11/2023	S.M.	0.25		Review of email from T. Scott for request for backups and invoice for cost assessment for Ocoee: Email Correspondence with CBRE regarding correspondence with T. Scott and confirmation of updated APA: Review of APA on Destin and explained the query with relevant facts to A. Rutman regarding deposit period for APA: Review of draft letter to Secured Creditors and made review comments and sent to A. Rutman for review:
10/12/2023	A.R.	0.25		Email correspondence with Y. Levinson re: term sheet renewal. Email correspondence with E. Rowe re: Destin deposit and Ft. Myers/Longleaf asking price. Review correspondence from L. Smith re: with closing logistics for the Florida transactions; email correspondence with Dentons Canada re: same.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/13/2023	A.R.	0.50	*0.25	Call with Y. Levinson re: renewal of term sheet and update on sale of properties. Various email correspondence and call with G. Marchant re: Hillmount loan. Email correspondence with Dentons Canada re: Hillmount loan extension. Review correspondence re: Destin Earnest Deposit Receipt. Email correspondence with E. Rowe re: pricing on Longleaf and Ft. Myers. Call with S. Strauss.
10/16/2023	A.R.	0.25	*0.25	Email correspondence with S. Straus re; extending maturity dates on the loans and Destin sale. Email correspondence with G. Marchant. Review updated Statement of Receipts and Disbursements and remaining funds; email correspondence with R. DaSilva re: same and Hillmount loan. Email correspondence with E. Rowe re: Hillmount loans and timing of price listing on Longleaf and Ft. Myers.
10/16/2023	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements and estimated remaining funds and Receiver's loan available; discussion with A. Rutman re: same.
10/17/2023	A.P.	0.25	*	September 2023 bank reconciliations.
10/17/2023	A.R.	0.25		Call and email correspondence with G. Marchant re: update on sale process. Call and email correspondence with Sara-Ann Wilson re: update on sale process.
10/19/2023	A.R.	0.25		Calls with creditors re: update on sale process. Email correspondence with G. Marchant re: total costs of receivership to date.
10/23/2023	A.R.	0.25	*0.25	Email correspondence to G. Marchant re: updated Statement of Receipts and Disbursements on all properties. Various email correspondence with counsel re: creditors request for update report. Calls with creditors. Email correspondence with staff re: payment of Trailwinds property taxes. Call and email correspondence with S. Straus re: loans, Destin sale and research of the Florida statute.
10/24/2023	A.R.	0.25		Various email correspondence with S. Straus re: Hillmount Capital renewal and update status of research on Florida Statute 286.23. Call to S. Straus. Conference call and email correspondence with CBRE re: update on sale of Destin, beneficial ownership agreement and statute law.

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
10/26/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
10/27/2023	A.R.	0.50		Engaged in various email correspondence with CBRE re; Destin sale and Notarized Affidavit for the School Board. Correspondence with E. Rowe re: New Port Richey and Summerlin offers. Review draft Affidavit and Disclosure of Beneficial Interest re: Destin; email draft to Dentons Canada for comments; email correspondence with S. Straus re: notarization.
10/31/2023	A.R.	0.25		Email correspondence with G. Marchant re: distribution query.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42806

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from November 1, 2023 to November 30, 2023.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.75 hours @	\$725.00 per hour	\$	1,268.75
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	507.50
Total fees				\$	1,921.25
Miscellaneous disbursements (copies, mail, etc.)				\$	16.96
Total fees and disbursements				\$	1,938.21
* H.S.T. on exigible fees & disbursements (\$669.46 @ 13%)				\$	87.03
Total Balance Due				\$	2,025.24

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/2/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/3/2023	A.R.	0.25		Call with E. Rowe re: update on sale of various properties. Review offer received on Ocoee; email correspondence and comments to S. Straus re: same. Review updated summary of offer schedule; email correspondence with S. Marwaha re: same. Email correspondence with Hillmount Capital re: summary of offers received. Email correspondence with Dentons US re: S. Straus taking over sale process.
11/6/2023	A.R.	0.25		Call with S. Straus. Call with J. Cordova of S. Straus office. Conference call with S. Straus and J. Cordova of Enterprise Title re: sale of properties. Review package from School Board counsel re: Destin property and Affidavit to be notarized. Notarize documents. Forward Ocoee shared cost summary to S. Straus. Email Purchase Agreement template to S. Straus. Review correspondence from Dentons re: status conference in Chapter 15 Bankruptcy Cases.
11/6/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/7/2023	A.R.	0.25		Conference call and email correspondence with Hillmount Capital re: update on sale of properties and funding; email update to Dentons Canada. Call with J. Irving; review update re: hearing summary. Email correspondence to S. Straus re: Destin notarized documents. Review legal invoices. Email correspondence with R. DaSilva re: Ft. Myers violation re: grass cutting.
11/7/2023	R.D.	0.50	*	Draft projected cash flow. Discussions with A. Rutman. Banking administration. Update Statement of Receipts and Disbursements.
11/9/2023	A.P.	0.25	*	October 2023 bank reconciliations.
11/9/2023	A.R.	0.25		Conference call with S. Straus and J. Cordova of Enterprise Title. Review email correspondence from S. Straus re: comments to Ocoee agreement. Review Hillmount Capital meeting notes. Email correspondence to E. Rowe re: Ocoee Agreement to be sent to purchaser. Review email correspondence and comments from S. Marwaha re: comments to Purchase Agreements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
11/13/2023	A.P.	0.25	*	Finish up 3rd interim statements of receiver, arranged to have signed and fax to OSB.
11/13/2023	R.D.	0.25	*	Correspondence re: Ocoee insurance.
11/14/2023	R.D.	0.25	*	Email correspondence re: Ft. Myers code of violation re: lot mowing. Banking administration. Update Statement of Receipts and Disbursements.
11/21/2023	A.R.	0.25		Email correspondence to G. Marchant re: update on Hillmount renewal term sheet. Email exchange with E. Rowe of CBRE re: update on sale of properties.
11/27/2023	A.R.	0.25		Email exchange with E. Rowe re: update status on sale of properties. Email correspondence with investor re: update. Email correspondence with R. DaSilva re: payment of Destin tax bill.
11/27/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
11/30/2023	A.R.	0.25		Various email correspondence and conference call with CBRE re: update on sale of properties and various queries on properties.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE RECEIVERSHIP OF
LEGACY LIFESTYLES LONGLEAF LP AND
LEGACY LIFESTYLES LONGLEAF GP INC.**

CLIENT #223115.001

INTERIM BILLING

INVOICE #42811

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from December 1, 2023 to December 31, 2023.

Time Charges and Expenses:

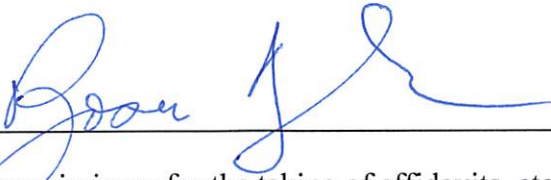
A. Rutman, Partner	A.R.	4.25 hours @	\$725.00 per hour	\$	3,081.25
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.00 hours @	\$290.00 per hour	\$	290.00
Total fees				\$	3,443.75
Miscellaneous disbursements (copies, mail, etc.)				\$	0.45
Total fees and disbursements				\$	3,444.20
* H.S.T. on exigible fees & disbursements (\$362.95 @ 13%)				\$	47.18
Total Balance Due				\$	3,491.38

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
12/5/2023	A.R.	0.25		Various email correspondence with E. Rowe re: update on sale of properties and potential purchasers.
12/5/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/8/2023	A.R.	1.00		Review various correspondence from Lawson Group and WRA Engineers re: update on Longleaf site approvals.
12/11/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/12/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/13/2023	A.P.	0.25	*	November 2023 bank reconciliations.
12/14/2023	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
12/15/2023	A.R.	0.25		Conference call with S. Straus re: Trailwinds. Review update from E. Rowe re: Ocoee. Review email correspondence from Pasco County re: Longleaf utility review comments.
12/17/2023	A.R.	0.25		Email exchange with counsel re: providing update to creditors on sale process and Hillmount term sheet. Email correspondence to S. Straus re: update on Longleaf.
12/18/2023	A.R.	0.25		Call with E. Rowe. Email correspondence to S. Straus re: Longleaf LOI.
12/19/2023	A.R.	0.25		Call with S. Straus re: sale of various properties. Email correspondence with E. Rowe re: Ocoee offer.
12/22/2023	A.R.	0.25		Email correspondence with S. Straus re: amendments to Longleaf Purchase Agreement.
12/24/2023	A.R.	1.00		Review Longleaf Purchase Agreement; provide comments to S. Straus.
12/27/2023	A.R.	0.75		Call with S. Straus. Review amended Longleaf Purchase Agreement.

And to generally all other communications, correspondence, attendances, and preparation not particularly described above.

This is Exhibit "B" to the Affidavit of
Allan A. Rutman sworn on January 8, 2024



A Commissioner for the taking of affidavits, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

LEGACY LIFESTYLES ET AL
SUMMARY OF FEES
MAY 1, 2023 TO DECEMBER 31, 2023

Exhibit B

Legacy Lifestyles Destin LP
Legacy Lifestyles Destin GP Inc.
Legacy Lifestyles Destin Property LLC
Period

	<u>Fees</u>	<u>Disbursements</u>	<u>HST</u>	<u>Total</u>
May 1 - 31, 2023	\$ 8,053.75	\$ 34.90	\$ 300.77	\$ 8,389.42
June 1 - 30, 2023	\$ 3,860.00	\$ 6.10	\$ 184.09	\$ 4,050.19
July 1 - 31, 2023	\$ 3,245.00	\$ 0.36	\$ 69.27	\$ 3,314.63
August 1 - 31, 2023	\$ 3,780.00	\$ 0.19	\$ 252.55	\$ 4,032.74
September 1 - 30, 2023	\$ 5,780.00	\$ 0.19	\$ 34.80	\$ 5,814.99
October 1 - 31, 2023	\$ 10,917.50	\$ 64.99	\$ 149.82	\$ 11,132.31
November 1 - 30, 2023	\$ 6,343.75	\$ 16.96	\$ 96.45	\$ 6,457.16
December 1 - 31, 2023	\$ 1,450.00	\$ 0.45	\$ 47.18	\$ 1,497.63
	<u>\$ 43,430.00</u>	<u>\$ 124.14</u>	<u>\$ 1,134.93</u>	<u>\$ 44,689.07</u>

Legacy Lifestyles Summerlin LP
Legacy Lifestyles Summerlin GP Inc.
Legacy Lifestyles Ft. Myers Property LLC

May 1 - 31, 2023	\$ 8,006.25	\$ 34.89	\$ 237.72	\$ 8,278.86
June 1 - 30, 2023	\$ 3,528.75	\$ 6.09	\$ 175.15	\$ 3,709.99
July 1 - 31, 2023	\$ 3,157.50	\$ 0.37	\$ 69.27	\$ 3,227.14
August 1 - 31, 2023	\$ 3,888.75	\$ 0.18	\$ 221.19	\$ 4,110.12
September 1 - 30, 2023	\$ 2,301.25	\$ 0.18	\$ 26.19	\$ 2,327.62
October 1 - 31, 2023	\$ 4,110.00	\$ 64.98	\$ 149.82	\$ 4,324.80
November 1 - 30, 2023	\$ 4,458.75	\$ 16.96	\$ 87.03	\$ 4,562.74
December 1 - 31, 2023	\$ 1,268.75	\$ 0.44	\$ 70.74	\$ 1,339.93
	<u>\$ 30,720.00</u>	<u>\$ 124.09</u>	<u>\$ 1,037.11</u>	<u>\$ 31,881.20</u>

Legacy Lifestyles Trailwinds LP
Legacy Lifestyles Trailwinds GP Inc.
Legacy Lifestyles Trailwinds Property LLC

May 1 - 31, 2023	\$ 9,731.25	\$ 34.89	\$ 245.85	\$ 10,011.99
June 1 - 30, 2023	\$ 2,937.50	\$ 6.09	\$ 98.29	\$ 3,041.88
July 1 - 31, 2023	\$ 1,603.75	\$ 0.37	\$ 128.91	\$ 1,733.03
August 1 - 31, 2023	\$ 3,957.50	\$ 0.18	\$ 207.37	\$ 4,165.05
September 1 - 30, 2023	\$ 7,288.75	\$ 0.18	\$ 26.19	\$ 7,315.12
October 1 - 31, 2023	\$ 2,297.50	\$ 64.98	\$ 149.82	\$ 2,512.30
November 1 - 30, 2023	\$ 580.00	\$ 16.97	\$ 77.61	\$ 674.58
December 1 - 31, 2023	\$ 1,377.50	\$ 0.44	\$ 37.76	\$ 1,415.70
	<u>\$ 29,773.75</u>	<u>\$ 124.10</u>	<u>\$ 971.80</u>	<u>\$ 30,869.65</u>

Legacy Lifestyles Ocoee LP
Legacy Lifestyles Ocoee GP Inc.
Legacy Lifestyles Ocoee Property LLC

May 1 - 31, 2023	\$ 7,641.25	\$ 34.89	\$ 224.40	\$ 7,900.54
June 1 - 30, 2023	\$ 3,616.25	\$ 6.10	\$ 129.66	\$ 3,752.01
July 1 - 31, 2023	\$ 3,245.00	\$ 0.37	\$ 69.27	\$ 3,314.64
August 1 - 31, 2023	\$ 4,938.75	\$ 0.18	\$ 198.44	\$ 5,137.37
September 1 - 30, 2023	\$ 2,563.75	\$ 0.18	\$ 26.19	\$ 2,590.12
October 1 - 31, 2023	\$ 3,326.25	\$ 64.98	\$ 149.82	\$ 3,541.05
November 1 - 30, 2023	\$ 12,076.25	\$ 16.96	\$ 87.03	\$ 12,180.24
December 1 - 31, 2023	\$ 1,631.25	\$ 0.44	\$ 70.74	\$ 1,702.43
	<u>\$ 39,038.75</u>	<u>\$ 124.10</u>	<u>\$ 955.55</u>	<u>\$ 40,118.40</u>

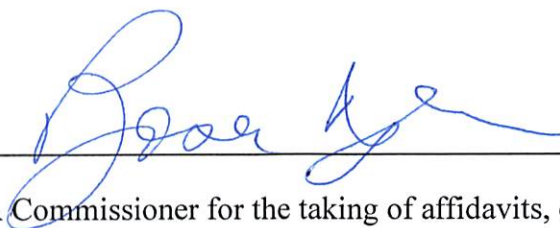
Legacy Lifestyles Longleaf LP
Legacy Lifestyles Longleaf GP Inc.
Legacy Lifestyles Longleaf Property LLC

May 1 - 31, 2023	\$ 8,072.50	\$ 34.90	\$ 291.84	\$ 8,399.24
June 1 - 30, 2023	\$ 3,422.50	\$ 6.10	\$ 206.84	\$ 3,635.44
July 1 - 31, 2023	\$ 3,070.00	\$ 0.37	\$ 69.27	\$ 3,139.64
August 1 - 31, 2023	\$ 3,888.75	\$ 0.19	\$ 221.19	\$ 4,110.13
September 1 - 30, 2023	\$ 3,067.50	\$ 0.19	\$ 34.80	\$ 3,102.49
October 1 - 31, 2023	\$ 4,110.00	\$ 64.99	\$ 149.82	\$ 4,324.81
November 1 - 30, 2023	\$ 1,921.25	\$ 16.96	\$ 87.03	\$ 2,025.24
December 1 - 31, 2023	\$ 3,443.75	\$ 0.45	\$ 47.18	\$ 3,491.38
	<u>\$ 30,996.25</u>	<u>\$ 124.15</u>	<u>\$ 1,107.97</u>	<u>\$ 32,228.37</u>

TOTAL

<u>\$ 173,958.75</u>	<u>\$ 620.58</u>	<u>\$ 5,207.36</u>	<u>\$ 179,786.69</u>
----------------------	------------------	--------------------	----------------------

This is Exhibit "C" to the Affidavit of
Allan A. Rutman sworn on January 8, 2024



A Commissioner for the taking of affidavits, etc.

Rosa DaSilva, a Commissioner, etc.,
Province of Ontario, for Zeifman Partners Inc.
Expires October 25, 2025.

Legacy Lifestyles Destin LP
Legacy Lifestyles Destin GP Inc.
Legacy Lifestyles Destin Property LLC

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	23.25	\$ 725.00	\$ 16,856.25
A. Rutman	24.50	\$ 700.00	\$ 17,150.00
S. Marwaha	1.00	\$ 405.00	\$ 405.00
S. Marwaha	10.75	\$ 350.00	\$ 3,762.50
A. Palmer	1.00	\$ 290.00	\$ 290.00
A. Palmer	3.00	\$ 275.00	\$ 825.00
R. DaSilva	4.00	\$ 290.00	\$ 1,160.00
R. DaSilva	11.25	\$ 265.00	\$ 2,981.25
	<u>78.75</u>		<u>\$ 43,430.00</u>

Legacy Lifestyles Summerlin LP
Legacy Lifestyles Summerlin GP Inc.
Legacy Lifestyles Ft. Myers Property LLC

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	11.25	\$ 725.00	\$ 8,156.25
A. Rutman	19.75	\$ 700.00	\$ 13,825.00
S. Marwaha	0.75	\$ 405.00	\$ 303.75
S. Marwaha	10.25	\$ 350.00	\$ 3,587.50
A. Palmer	1.00	\$ 290.00	\$ 290.00
A. Palmer	2.50	\$ 275.00	\$ 687.50
R. DaSilva	3.75	\$ 290.00	\$ 1,087.50
R. DaSilva	10.50	\$ 265.00	\$ 2,782.50
	<u>59.75</u>		<u>\$ 30,720.00</u>

Legacy Lifestyles Trailwinds LP
Legacy Lifestyles Trailwinds GP Inc.
Legacy Lifestyles Trailwinds Property LLC

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	3.75	\$ 725.00	\$ 2,718.75
A. Rutman	27.50	\$ 700.00	\$ 19,250.00
S. Marwaha	0.75	\$ 405.00	\$ 303.75
S. Marwaha	7.00	\$ 350.00	\$ 2,450.00
A. Palmer	0.75	\$ 290.00	\$ 217.50
A. Palmer	4.25	\$ 275.00	\$ 1,168.75
R. DaSilva	3.50	\$ 290.00	\$ 1,015.00
R. DaSilva	10.00	\$ 265.00	\$ 2,650.00
	<u>57.50</u>		<u>\$ 29,773.75</u>

Legacy Lifestyles Ocoee LP
Legacy Lifestyles Ocoee GP Inc.
Legacy Lifestyles Ocoee Property LLC

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	16.75	\$ 725.00	\$ 12,143.75
A. Rutman	19.75	\$ 700.00	\$ 13,825.00
S. Marwaha	7.00	\$ 415.00	\$ 2,905.00
S. Marwaha	1.50	\$ 405.00	\$ 607.50
S. Marwaha	14.25	\$ 350.00	\$ 4,987.50
A. Palmer	1.00	\$ 290.00	\$ 290.00
A. Palmer	1.25	\$ 275.00	\$ 343.75
R. DaSilva	3.75	\$ 290.00	\$ 1,087.50
R. DaSilva	10.75	\$ 265.00	\$ 2,848.75
	<u>76.00</u>		<u>\$ 39,038.75</u>

Legacy Lifestyles Longleaf LP
Legacy Lifestyles Longleaf GP Inc.
Legacy Lifestyles Longleaf Property LLC

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	10.75	\$ 725.00	\$ 7,793.75
A. Rutman	20.50	\$ 700.00	\$ 14,350.00
S. Marwaha	0.75	\$ 405.00	\$ 303.75
S. Marwaha	10.00	\$ 350.00	\$ 3,500.00
A. Palmer	1.00	\$ 290.00	\$ 290.00
A. Palmer	2.75	\$ 275.00	\$ 756.25
R. DaSilva	3.75	\$ 290.00	\$ 1,087.50
R. DaSilva	11.00	\$ 265.00	\$ 2,915.00
	<u>60.50</u>		<u>\$ 30,996.25</u>

TOTAL 332.50 \$ 173,958.75

AVERAGE HOURLY RATE \$ 523.18

Appendix “Q”
to the Third Report of the Receiver

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN AND GREGORY IP

Plaintiffs

- and -

HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT

Defendants

Court File No. CV-22-00674717-00CL

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

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

**AFFIDAVIT OF KENNETH KRAFT
(affirmed January 9, 2024)**

I, **KENNETH KRAFT**, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY AS FOLLOWS:**

1. I am a Partner with Dentons Canada LLP (“**Dentons**”), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Amended Order dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc. was appointed as receiver (the “**Receiver**”) of the assets, properties and undertakings of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles

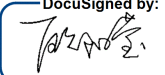
-3-

Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

3. The Receiver retained Dentons as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 24 that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.
5. The Receivership Order provides at paragraph 25 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. Dentons fees and disbursements for each Real Property (as defined in the Receivership Order and described in Schedule “A” thereto) are accounted for separately. The Dentons fees and disbursements for the period from May 1, 2023, to December 31, 2023 (the “**Fee Period**”), are set out in the invoices rendered to the Receiver (collectively, the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. A copy of the Invoices relating to the five Real Properties are attached hereto as follows:
 - (a) Longleaf – **Exhibit “A”**;

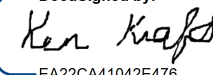
- (b) Summerlin – **Exhibit “B”**;
 - (c) Destin – **Exhibit “C”**;
 - (d) Ocoee – **Exhibit “D”**; and
 - (e) Trailwinds/Wildwood – **Exhibit “E”**.
7. Attached and marked as **Exhibit “F”** hereto is a schedule summarizing the Invoices, the total billable hours charged per invoice, the total fees charged per invoice along with the average hourly rate charged per invoice.
 8. Attached and marked as **Exhibit “G”** hereto is a schedule summarizing the respective years of call and standard billing rates of each of the lawyers at Dentons who acted for the Receiver.
 9. To the best of my knowledge, the rates charged by Dentons throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.
 10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver’s counsel and for no other or improper purpose.

AFFIRMED by Kenneth Kraft of the City of Toronto, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on January 9, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

 EAED8D28A89144A

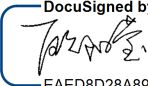
A Commissioner for Taking Affidavits, etc.
Ying Ouyang (LSO # P11287)



DocuSigned by:

 EA22CA41042E476...

KENNETH KRAFT

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3764964

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	6,985.00
Other Fees/Charges		209.55
		<hr/>
HST (13.0%) on \$7,194.55		935.29
		<hr/>
Total Amount Due	\$	<u>8,129.84</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3764964
 Page 2 of 4
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
01-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review realtor proposal.
01-May-23	Kenneth Kraft	Email exchanges on sale process proposal and telephone call with Jim Irving.
03-May-23	Sara-Ann Wilson	Review realtor proposal and emails regarding same. Revise and update Second Report. Draft sale process order.
03-May-23	Kenneth Kraft	Various update emails on broker proposals and opinions as to value.
08-May-23	Sara-Ann Wilson	Circulate draft materials. emails regarding Second Report. Review updated realtor proposal analysis. Instructions regarding fee affidavit and review same. Emails regarding fee affidavit.
08-May-23	Kenneth Kraft	Various emails. Review and provide comments on draft report. Review draft fee affidavit.
09-May-23	Sara-Ann Wilson	Receipt and review of comments on Second Report and motion materials. Revise and finalize fee affidavit. Revise Second Report and motion materials. Swear fee affidavit. Instructions regarding summary of realtor proposals. Emails regarding Report and appendices.
09-May-23	Kenneth Kraft	Review draft NOM and order and various email exchanges.
10-May-23	Sara-Ann Wilson	Review further comments on Second Report. Revise and finalize Second Report and motion materials. Revise summary of realtor proposals and circulate. Receipt of outstanding appendices. Instructions regarding appendices and motion record. Review final motion record and instructions regarding same. Emails to and from Allan Rutman.
10-May-23	Kenneth Kraft	Reviewing proposed confidential appendix to report and considering options presented. Finalizing motion material and considering data room access questions.
11-May-23	Sara-Ann Wilson	Various emails regarding sale process timeline and revise same. Update report and circulate. Further emails. Revise notice of motion. Emails regarding service list and review same. Review notice of change of lawyer. Review motion record and instructions regarding amendments and service. Review updated service list. Email to counsel regarding notice of change of lawyer and review

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3764964

Page 3 of 4

Matter # 584164-000005

Date	Timekeeper	Description of Work
		response. Instructions regarding further updating service list.
11-May-23	Kenneth Kraft	Email exchanges on finalizing sale process time lines in light of comments from CBRE. Finalizing motion record and clarifying service issues.
12-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review additional realtor proposal. Consider supplemental report. Revise summary of realtor proposals.
12-May-23	Kenneth Kraft	Review comments on template agreement. Review and consider Colliers proposal.
15-May-23	Sara-Ann Wilson	Review additional information from Colliers. Emails regarding realtor proposals and consider new proposal. Draft Supplemental Report.
15-May-23	Kenneth Kraft	Further exchanges on broker pricing and timing proposals.
16-May-23	Sara-Ann Wilson	Email exchange with Allan Rutman. Review email from CBRE. Revise supplemental report and summary of realtor proposals.
17-May-23	Kenneth Kraft	Emails. Working on supplement to second report.
18-May-23	Sara-Ann Wilson	Review correspondence from Colliers and emails regarding same . Revise and finalize Supplemental Report. Emails regarding Supplemental Report. Revise and finalize updated summary of realtor proposals. Emails to and from Allan Rutman. Finalize draft order. Review supplementary motion record. Instructions regarding service. Review service list.
18-May-23	Kenneth Kraft	Working on finalizing supplementary report. Review further emails on marketing process.
19-May-23	Sara-Ann Wilson	Review order. Instructions regarding participant information form. Email from Adam Wygodny and instructions regarding revising form. Review motion record and prepare for motion to approve sale process.
22-May-23	Sara-Ann Wilson	Review email from Michael Katzman regarding adjournment and emails regarding same . Review email from Greg Roberts. Review email from Allan Rutman regarding distributions.
22-May-23	Kenneth Kraft	Various emails in regard to tomorrow's motion including proposed adjournment request. Review materials to prepare for tomorrow's hearing.
23-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Prepare for and attend motion to approve sale process. Receipt and review of order and endorsement. Receipt of filed order. Review email from Ken Kraft.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3764964
 Page 4 of 4
 Matter # 584164-000005

Date	Timekeeper	Description of Work
23-May-23	Kenneth Kraft	Finalize preparation for and attend motion before Justice Steele for approval of sale process and other matters in second report. Review endorsement from Justice Steele and update note to Allan Rutman and Jim Irving in order to prepare update note for US Bankruptcy Court on status.
29-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Brief review of listing agreements and emails regarding same.
30-May-23	Sara-Ann Wilson	Review listing agreements. Emails to Allan Rutman regarding comments on listing agreements.
31-May-23	Sara-Ann Wilson	Review previous receiver purchase agreements. Email to Leslie Smith regarding form of purchase agreement and review response.
31-May-23	Kenneth Kraft	Review exchanges on CBRE draft and on template purchase agreement for data room.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	2.1	1,100.00	2,310.00
Sara-Ann Wilson	5.5	850.00	4,675.00
Total	7.6		\$6,985.00

TOTAL PROFESSIONAL FEES		\$ 6,985.00
TAXABLE OTHER FEES/CHARGES		
Technology & Administration Fee	\$ 209.55	
TOTAL TAXABLE OTHER FEES/CHARGES	\$ 209.55	
TOTAL OTHER FEES/CHARGES		209.55
TOTAL FEES AND OTHER FEES/CHARGES		\$ 7,194.55
TAXES		
HST (13.0%) on Professional Fees of \$6,985.00	\$ 908.05	
HST (13.0%) on Taxable Disbursements of \$209.55	27.24	
TOTAL TAXES		935.29
TOTAL AMOUNT DUE		\$ 8,129.84 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3772803

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	3,056.50
Other Fees/Charges		91.70
		<hr/>
HST (13.0%) on \$3,148.20		409.27
		<hr/>
Total Amount Due	\$	<u>3,557.47</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCA2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3772803
 Page 2 of 3
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Jun-23	Sara-Ann Wilson	Review and respond to email from Leslie Smith regarding form of purchase agreement.
01-Jun-23	Kenneth Kraft	Exchanges on template purchase agreement.
02-Jun-23	Kenneth Kraft	Exchanges on looking into HST issues and finalizing agreement with CBRE.
05-Jun-23	Sara-Ann Wilson	Review and revise revised listing agreements and email to Allan Rutman.
07-Jun-23	Yves St-Cyr	Review Ken Kraft's correspondence; Review provisions of the ETA re: place of supply; Correspondence to Ken Kraft; Conference call with Ken Kraft.
07-Jun-23	Kenneth Kraft	Email exchanges and discussion with Yves St. Cyr on HST issues.
14-Jun-23	Sara-Ann Wilson	Review form of purchase agreement and emails to and from Leslie Smith.
20-Jun-23	Sara-Ann Wilson	Review email from Jim Irving. Revise notice to US Court and emails regarding same.
20-Jun-23	Kenneth Kraft	Email exchanges and review draft update note to US bankruptcy court with Ch. 15.
21-Jun-23	Sara-Ann Wilson	Review and revise Fifth Report to Creditors and emails regarding same. Review comments from Ken Kraft. Instructions regarding service of Report.
21-Jun-23	Kenneth Kraft	Review and comment on draft creditors' update note and related email exchanges.
22-Jun-23	Sara-Ann Wilson	Instructions regarding Fifth Report to Creditors. Emails regarding service list and instructions to Amanda Campbell regarding same.
29-Jun-23	Sara-Ann Wilson	Follow up email to Leslie Smith regarding form of purchase agreement. Emails regarding status of sale process. Receipt of form of purchase agreement.
29-Jun-23	Kenneth Kraft	Updates on sale process.
30-Jun-23	Sara-Ann Wilson	Review and revise form of purchase agreement. Call with Ken Kraft regarding form of purchase agreement. Email to Leslie Smith regarding form of purchase agreement.
30-Jun-23	Kenneth Kraft	Discuss template purchase agreement issues with Sara-Ann Wilson.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3772803

Page 3 of 3

Matter # 584164-000005

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.7	1,100.00	770.00
Sara-Ann Wilson	2.3	850.00	1,955.00
Yves St-Cyr	0.3	1,105.00	331.50
Total	3.3		\$3,056.50

TOTAL PROFESSIONAL FEES \$ **3,056.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 91.70

TOTAL TAXABLE OTHER FEES/CHARGES \$ **91.70**

TOTAL OTHER FEES/CHARGES 91.70

TOTAL FEES AND OTHER FEES/CHARGES \$ **3,148.20**

TAXES

HST (13.0%) on Professional Fees of \$3,056.50 \$ 397.35

HST (13.0%) on Taxable Disbursements of \$91.70 11.92

TOTAL TAXES 409.27

TOTAL AMOUNT DUE \$ **3,557.47 CAD**



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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

Attention: Allan Rutman
 Partner

INVOICE # 3778945

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 31, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	365.00
Other Fees/Charges		10.95
HST (13.0%) on \$375.95		48.87
Total Amount Due	\$	424.82 CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3778945
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
20-Jul-23	Sara-Ann Wilson	Emails to and from Leslie Smith regarding form of purchase agreement. Review purchase agreement emailed by Leslie Smith. Email to Ken Kraft. Emails to and from Allan Rutman regarding sale process. Review email correspondence from realtor regarding launch of sale process.
28-Jul-23	Kenneth Kraft	Review CBRE marketing update for property.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.4		\$365.00

TOTAL PROFESSIONAL FEES **\$ 365.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 10.95

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 10.95**

TOTAL OTHER FEES/CHARGES **10.95**

TOTAL FEES AND OTHER FEES/CHARGES **\$ 375.95**

TAXES

HST (13.0%) on Professional Fees of \$365.00 \$ 47.45

HST (13.0%) on Taxable Disbursements of \$10.95 1.42

TOTAL TAXES **48.87**

TOTAL AMOUNT DUE **\$ 424.82 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3784892

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$ 1,460.00
Other Fees/Charges	43.80
	<hr/>
HST (13.0%) on \$1,503.80	195.49
	<hr/>
Total Amount Due	\$ 1,699.29 CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCA22

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3784892
 Page 2 of 3
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Aug-23	Kenneth Kraft	Update exchange with Jim Irving in regard to next week's status hearing and completing registration process for hearing.
02-Aug-23	Sara-Ann Wilson	Review email from Leslie Smith regarding form of purchase agreement and revised form of agreement.
03-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
04-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
07-Aug-23	Sara-Ann Wilson	Review emails regarding US case conference and emails to and from Ken Kraft regarding same.
08-Aug-23	Sara-Ann Wilson	Consider email from Leslie Smith and email regarding form of purchase agreement.
08-Aug-23	Kenneth Kraft	Prepare for and attend Ch. 15 status conference update hearing. Update note to Allan Rutman.
10-Aug-23	Sara-Ann Wilson	Review and consider email from Leslie Smith and attachment.
11-Aug-23	Sara-Ann Wilson	Emails regarding update from realtors.
11-Aug-23	Kenneth Kraft	CBRE marketing update and email exchanges with Allan Rutman.
17-Aug-23	Kenneth Kraft	Follow up on purchase agreement template and telephone call with Jim Irving.
18-Aug-23	Sara-Ann Wilson	Emails regarding form of agreement. Review revised form of agreement and emails regarding same. Review and respond to email from Allan Rutman.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	1.2	850.00	1,020.00
Total	1.6		\$1,460.00

TOTAL PROFESSIONAL FEES **\$ 1,460.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 43.80

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 43.80**

TOTAL OTHER FEES/CHARGES **43.80**

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3784892

Page 3 of 3

Matter # 584164-000005

TOTAL FEES AND OTHER FEES/CHARGES		\$ 1,503.80
TAXES		
HST (13.0%) on Professional Fees of \$1,460.00	\$	189.80
HST (13.0%) on Taxable Disbursements of \$43.80		5.69
TOTAL TAXES		<u>195.49</u>
TOTAL AMOUNT DUE		<u>\$ 1,699.29 CAD</u>

DENTONS

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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

Attention: Allan Rutman
 Partner

INVOICE # 3791927

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	475.00
Other Fees/Charges		14.25
HST (13.0%) on \$489.25		63.60
Total Amount Due	\$	<u>552.85</u> CAD

DENTONS CANADA LLP

DocuSigned by:

 Per: EA22CA41042E476
Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3791927
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
26-Sep-23	Sara-Ann Wilson	Meeting with Allan Rutman regarding status of sale process. Receipt and review of spreadsheet of offers and consider same.
26-Sep-23	Kenneth Kraft	Email from Receiver and meet with Allan and Sudanshu to discuss current offers and next steps in sale process.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.5		\$475.00

TOTAL PROFESSIONAL FEES **\$ 475.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 14.25

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 14.25**

TOTAL OTHER FEES/CHARGES 14.25

TOTAL FEES AND OTHER FEES/CHARGES **\$ 489.25**

TAXES

HST (13.0%) on Professional Fees of \$475.00 \$ 61.75

HST (13.0%) on Taxable Disbursements of \$14.25 1.85

TOTAL TAXES 63.60

TOTAL AMOUNT DUE **\$ 552.85 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3798963

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	670.00
Other Fees/Charges		20.10
		<hr/>
HST (13.0%) on \$690.10		89.71
		<hr/>
Total Amount Due	\$	<u>779.81</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCA2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3798963
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
10-Oct-23	Sara-Ann Wilson	Review update on sale process from Allan Rutman and emails regarding same. Review summary of offers. Review and respond to email from Ken Kraft.
10-Oct-23	Kenneth Kraft	Update email exchanges on current offer status and consider CBRE recommendation to set list price.
13-Oct-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman regarding Hillmount financing extension. Review previous orders approving financing. Review email from Ken Kraft.
13-Oct-23	Kenneth Kraft	Update discussion with Sara-Ann Wilson and exchanges related to extension of Hillmount financing.
23-Oct-23	Sara-Ann Wilson	Review email from Michael Katzman. Emails regarding response to Michael Katzman. Emails regarding service list and instructions regarding same.
23-Oct-23	Kenneth Kraft	Emails related to requested update from certain stakeholders.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.3	1,100.00	330.00
Sara-Ann Wilson	0.4	850.00	340.00
Total	0.7		\$670.00

TOTAL PROFESSIONAL FEES **\$ 670.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 20.10

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 20.10**

TOTAL OTHER FEES/CHARGES 20.10

TOTAL FEES AND OTHER FEES/CHARGES **\$ 690.10**

TAXES

HST (13.0%) on Professional Fees of \$670.00 \$ 87.10

HST (13.0%) on Taxable Disbursements of \$20.10 2.61

TOTAL TAXES 89.71

TOTAL AMOUNT DUE **\$ 779.81 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3805811

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

Professional Fees	\$	500.00
Other Fees/Charges		15.00
		<hr/>
HST (13.0%) on \$515.00		66.95
		<hr/>
Total Amount Due	\$	<u>581.95</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Longleaf Property LLC".

INVOICE 3805811
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
06-Nov-23	Sara-Ann Wilson	Review email from Jim Irving regarding status conference and email from Ken Kraft.
07-Nov-23	Sara-Ann Wilson	Review and consider various emails regarding funding extension.
07-Nov-23	Kenneth Kraft	Emails related to DIP increase for this property and loan maturity extension. Prepare for and attend US Ch. 15 status hearing and follow up call with Jim Irving.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.3	1,100.00	330.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.5		\$500.00

TOTAL PROFESSIONAL FEES \$ 500.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 15.00

TOTAL TAXABLE OTHER FEES/CHARGES \$ 15.00

TOTAL OTHER FEES/CHARGES 15.00

TOTAL FEES AND OTHER FEES/CHARGES \$ 515.00

TAXES

HST (13.0%) on Professional Fees of \$500.00 \$ 65.00

HST (13.0%) on Taxable Disbursements of \$15.00 1.95

TOTAL TAXES 66.95

TOTAL AMOUNT DUE \$ 581.95 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3815072

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Longleaf Property LLC

Professional Fees	\$	280.00
Other Fees/Charges		8.40
		<hr/>
HST (13.0%) on \$288.40		37.49
		<hr/>
Total Amount Due	\$	<u>325.89</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Longleaf Property LLC

INVOICE 3815072
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

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

Date	Timekeeper	Description of Work
16-Dec-23	Sara-Ann Wilson	Review emails from Michael Katzman and Allan Rutman. Draft responding email to Michael Katzman.
17-Dec-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review update in respect of sale process.
17-Dec-23	Kenneth Kraft	Exchange emails related to Michael Katzman request and consider overall creditor update.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.3		\$280.00

TOTAL PROFESSIONAL FEES **\$ 280.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 8.40

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 8.40**

TOTAL OTHER FEES/CHARGES 8.40

TOTAL FEES AND OTHER FEES/CHARGES **\$ 288.40**

TAXES

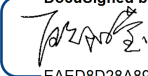
HST (13.0%) on Professional Fees of \$280.00 \$ 36.40

HST (13.0%) on Taxable Disbursements of \$8.40 1.09

TOTAL TAXES 37.49

TOTAL AMOUNT DUE **\$ 325.89 CAD**

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3764965

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Professional Fees	\$ 6,985.00
Other Fees/Charges	209.55
	<hr/>
HST (13.0%) on \$7,194.55	935.29
	<hr/>
Total Amount Due	\$ <u>8,129.84</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3764965

Zeifman Partners Inc.

Page 2 of 5

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BDFMCA2

Credit Card:

To pay online with a credit card, visit <https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC".

INVOICE 3764965

Page 3 of 5

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
01-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review realtor proposal.
01-May-23	Kenneth Kraft	Email exchanges on sale process proposal and telephone call with Jim Irving.
03-May-23	Sara-Ann Wilson	Review realtor proposal and emails regarding same. Revise and update Second Report. Draft sale process order.
03-May-23	Kenneth Kraft	Various update emails on broker proposals and opinions as to value.
08-May-23	Sara-Ann Wilson	Circulate draft materials. emails regarding Second Report. Review updated realtor proposal analysis. Instructions regarding fee affidavit and review same. Emails regarding fee affidavit.
08-May-23	Kenneth Kraft	Various emails. Review and provide comments on draft report. Review draft fee affidavit.
09-May-23	Sara-Ann Wilson	Receipt and review of comments on Second Report and motion materials. Revise and finalize fee affidavit. Revise Second Report and motion materials. Swear fee affidavit. Instructions regarding summary of realtor proposals. Emails regarding Report and appendices.
09-May-23	Kenneth Kraft	Review draft NOM and order and various email exchanges.
10-May-23	Sara-Ann Wilson	Review further comments on Second Report. Revise and finalize Second Report and motion materials. Revise summary of realtor proposals and circulate. Receipt of outstanding appendices. Instructions regarding appendices and motion record. Review final motion record and instructions regarding same. Emails to and from Allan Rutman.
10-May-23	Kenneth Kraft	Reviewing proposed confidential appendix to report and considering options presented. Finalizing motion material and considering data room access questions.
11-May-23	Sara-Ann Wilson	Various emails regarding sale process timeline and revise same. Update report and circulate. Further emails. Revise notice of motion. Emails regarding service list and review same. Review notice of change of lawyer. Review motion record and instructions regarding amendments and service. Review updated service list. Email to

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC".

INVOICE 3764965
 Page 4 of 5

Matter # 584164-000006

Date	Timekeeper	Description of Work
		counsel regarding notice of change of lawyer and review response. Instructions regarding further updating service list.
11-May-23	Kenneth Kraft	Email exchanges on finalizing sale process time lines in light of comments from CBRE. Finalizing motion record and clarifying service issues.
12-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review additional realtor proposal. Consider supplemental report. Revise summary of realtor proposals.
12-May-23	Kenneth Kraft	Review comments on template agreement. Review and consider Colliers proposal.
15-May-23	Sara-Ann Wilson	Review additional information from Colliers. Emails regarding realtor proposals and consider new proposal. Draft Supplemental Report.
15-May-23	Kenneth Kraft	Further exchanges on broker pricing and timing proposals.
16-May-23	Sara-Ann Wilson	Email exchange with Allan Rutman. Review email from CBRE. Revise supplemental report and summary of realtor proposals.
17-May-23	Kenneth Kraft	Emails. Working on supplement to second report.
18-May-23	Sara-Ann Wilson	Review correspondence from Colliers and emails regarding same . Revise and finalize Supplemental Report. Emails regarding Supplemental Report. Revise and finalize updated summary of realtor proposals. Emails to and from Allan Rutman. Finalize draft order. Review supplementary motion record. Instructions regarding service. Review service list.
18-May-23	Kenneth Kraft	Working on finalizing supplementary report. Review further emails on marketing process.
19-May-23	Sara-Ann Wilson	Review order. Instructions regarding participant information form. Email from Adam Wygodny and instructions regarding revising form. Review motion record and prepare for motion to approve sale process.
22-May-23	Sara-Ann Wilson	Review email from Michael Katzman regarding adjournment and emails regarding same . Review email from Greg Roberts. Review email from Allan Rutman regarding distributions.
22-May-23	Kenneth Kraft	Various emails in regard to tomorrow's motion including proposed adjournment request. Review materials to prepare for tomorrow's hearing.
23-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Prepare for and attend motion to approve sale process. Receipt and review of

DENTONS CANADA LLP

INVOICE 3764965

Zeifman Partners Inc.

Page 5 of 5

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Date	Timekeeper	Description of Work
23-May-23	Kenneth Kraft	order and endorsement. Receipt of filed order. Review email from Ken Kraft.
23-May-23	Kenneth Kraft	Finalize preparation for and attend motion before Justice Steele for approval of sale process and other matters in second report. Review endorsement from Justice Steele and update note to Allan Rutman and Jim Irving in order to prepare update note for US Bankruptcy Court on status.
29-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Brief review of listing agreements and emails regarding same.
30-May-23	Sara-Ann Wilson	Review listing agreements. Emails to Allan Rutman regarding comments on listing agreements.
31-May-23	Sara-Ann Wilson	Review previous receiver purchase agreements. Email to Leslie Smith regarding form of purchase agreement and review response.
31-May-23	Kenneth Kraft	Review exchanges on CBRE draft and on template purchase agreement for data room.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	2.1	1,100.00	2,310.00
Sara-Ann Wilson	5.5	850.00	4,675.00
Total	7.6		\$6,985.00

TOTAL PROFESSIONAL FEES \$ 6,985.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 209.55

TOTAL TAXABLE OTHER FEES/CHARGES \$ 209.55

TOTAL OTHER FEES/CHARGES 209.55

TOTAL FEES AND OTHER FEES/CHARGES \$ 7,194.55

TAXES

HST (13.0%) on Professional Fees of \$6,985.00 \$ 908.05

HST (13.0%) on Taxable Disbursements of \$209.55 27.24

TOTAL TAXES 935.29

TOTAL AMOUNT DUE \$ 8,129.84 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3772804

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC".

Professional Fees	\$ 3,056.50
Other Fees/Charges	91.70
	<hr/>
HST (13.0%) on \$3,148.20	409.27
	<hr/>
Total Amount Due	\$ <u>3,557.47</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3772804

Zeifman Partners Inc.

Page 2 of 4

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3772804

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Jun-23	Sara-Ann Wilson	Review and respond to email from Leslie Smith regarding form of purchase agreement.
01-Jun-23	Kenneth Kraft	Exchanges on template purchase agreement.
02-Jun-23	Kenneth Kraft	Exchanges on looking into HST issues and finalizing agreement with CBRE.
05-Jun-23	Sara-Ann Wilson	Review and revise revised listing agreements and email to Allan Rutman.
07-Jun-23	Yves St-Cyr	Review Ken Kraft's correspondence; Review provisions of the ETA re: place of supply; Correspondence to Ken Kraft; Conference call with Ken Kraft.
07-Jun-23	Kenneth Kraft	Email exchanges and discussion with Yves St. Cyr on HST issues.
14-Jun-23	Sara-Ann Wilson	Review form of purchase agreement and emails to and from Leslie Smith.
20-Jun-23	Sara-Ann Wilson	Review email from Jim Irving. Revise notice to US Court and emails regarding same.
20-Jun-23	Kenneth Kraft	Email exchanges and review draft update note to US bankruptcy court with Ch. 15.
21-Jun-23	Sara-Ann Wilson	Review and revise Fifth Report to Creditors and emails regarding same. Review comments from Ken Kraft. Instructions regarding service of Report.
21-Jun-23	Kenneth Kraft	Review and comment on draft creditors' update note and related email exchanges.
22-Jun-23	Sara-Ann Wilson	Instructions regarding Fifth Report to Creditors. Emails regarding service list and instructions to Amanda Campbell regarding same.
29-Jun-23	Sara-Ann Wilson	Follow up email to Leslie Smith regarding form of purchase agreement. Emails regarding status of sale process. Receipt of form of purchase agreement.
29-Jun-23	Kenneth Kraft	Updates on sale process.
30-Jun-23	Sara-Ann Wilson	Review and revise form of purchase agreement. Call with Ken Kraft regarding form of purchase agreement. Email to Leslie Smith regarding form of purchase agreement.
30-Jun-23	Kenneth Kraft	Discuss template purchase agreement issues with Sara-Ann Wilson.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC".

INVOICE 3772804

Page 4 of 4

Matter # 584164-000006

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.7	1,100.00	770.00
Sara-Ann Wilson	2.3	850.00	1,955.00
Yves St-Cyr	0.3	1,105.00	331.50
Total	3.3		\$3,056.50

TOTAL PROFESSIONAL FEES \$ **3,056.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 91.70

TOTAL TAXABLE OTHER FEES/CHARGES \$ **91.70**

TOTAL OTHER FEES/CHARGES 91.70

TOTAL FEES AND OTHER FEES/CHARGES \$ **3,148.20**

TAXES

HST (13.0%) on Professional Fees of \$3,056.50 \$ 397.35

HST (13.0%) on Taxable Disbursements of \$91.70 11.92

TOTAL TAXES 409.27

TOTAL AMOUNT DUE \$ **3,557.47** CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3778946


GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 31, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Professional Fees	\$	365.00
Other Fees/Charges		10.95
		<hr/>
HST (13.0%) on \$375.95		48.87
		<hr/>
Total Amount Due	\$	<u>424.82</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3778946

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON MSX 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3778946

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
20-Jul-23	Sara-Ann Wilson	Emails to and from Leslie Smith regarding form of purchase agreement. Review purchase agreement emailed by Leslie Smith. Email to Ken Kraft. Emails to and from Allan Rutman regarding sale process. Review email correspondence from realtor regarding launch of sale process.
28-Jul-23	Kenneth Kraft	Review CBRE marketing update for property.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.4		\$365.00

TOTAL PROFESSIONAL FEES **\$ 365.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 10.95

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 10.95**

TOTAL OTHER FEES/CHARGES 10.95

TOTAL FEES AND OTHER FEES/CHARGES **\$ 375.95**

TAXES

HST (13.0%) on Professional Fees of \$365.00 \$ 47.45

HST (13.0%) on Taxable Disbursements of \$10.95 1.42

TOTAL TAXES 48.87

TOTAL AMOUNT DUE \$ 424.82 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3784893


GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Professional Fees	\$ 1,460.00
Other Fees/Charges	43.80
	<hr/>
HST (13.0%) on \$1,503.80	195.49
	<hr/>
Total Amount Due	\$ <u>1,699.29</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

INVOICE 3784893

Page 2 of 4

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit <https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3784893

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Aug-23	Kenneth Kraft	Update exchange with Jim Irving in regard to next week's status hearing and completing registration process for hearing.
02-Aug-23	Sara-Ann Wilson	Review email from Leslie Smith regarding form of purchase agreement and revised form of agreement.
03-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
04-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
07-Aug-23	Sara-Ann Wilson	Review emails regarding US case conference and emails to and from Ken Kraft regarding same.
08-Aug-23	Sara-Ann Wilson	Consider email from Leslie Smith and email regarding form of purchase agreement.
08-Aug-23	Kenneth Kraft	Prepare for and attend Ch. 15 status conference update hearing. Update note to Allan Rutman.
10-Aug-23	Sara-Ann Wilson	Review and consider email from Leslie Smith and attachment.
11-Aug-23	Sara-Ann Wilson	Emails regarding update from realtors.
11-Aug-23	Kenneth Kraft	CBRE marketing update and email exchanges with Allan Rutman.
17-Aug-23	Kenneth Kraft	Follow up on purchase agreement template and telephone call with Jim Irving.
18-Aug-23	Sara-Ann Wilson	Emails regarding form of agreement. Review revised form of agreement and emails regarding same. Review and respond to email from Allan Rutman.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	1.2	850.00	1,020.00
Total	1.6		\$1,460.00

TOTAL PROFESSIONAL FEES**\$ 1,460.00**

DENTONS CANADA LLP

INVOICE 3784893

Zeifman Partners Inc.

Page 4 of 4

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee	\$ 43.80
---------------------------------	----------

TOTAL TAXABLE OTHER FEES/CHARGES	\$ 43.80
---	-----------------

TOTAL OTHER FEES/CHARGES	<u>43.80</u>
---------------------------------	--------------

TOTAL FEES AND OTHER FEES/CHARGES	\$ 1,503.80
--	--------------------

TAXES

HST (13.0%) on Professional Fees of \$1,460.00	\$ 189.80
--	-----------

HST (13.0%) on Taxable Disbursements of \$43.80	5.69
---	------

TOTAL TAXES	<u>195.49</u>
--------------------	---------------

TOTAL AMOUNT DUE	<u>\$ 1,699.29 CAD</u>
-------------------------	-------------------------------



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3791928

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC".

Professional Fees	\$	475.00
Other Fees/Charges		14.25
		<hr/>
HST (13.0%) on \$489.25		63.60
		<hr/>
Total Amount Due	\$	<u>552.85</u> CAD

DENTONS CANADA LLP

DocuSigned by:

Per: EA22CA41042E476
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC".

INVOICE 3791928

Page 2 of 3

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3791928

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
26-Sep-23	Sara-Ann Wilson	Meeting with Allan Rutman regarding status of sale process. Receipt and review of spreadsheet of offers and consider same.
26-Sep-23	Kenneth Kraft	Email from Receiver and meet with Allan and Sudanshu to discuss current offers and next steps in sale process.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.5		\$475.00

TOTAL PROFESSIONAL FEES \$ **475.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 14.25

TOTAL TAXABLE OTHER FEES/CHARGES \$ **14.25**

TOTAL OTHER FEES/CHARGES 14.25

TOTAL FEES AND OTHER FEES/CHARGES \$ **489.25**

TAXES

HST (13.0%) on Professional Fees of \$475.00 \$ 61.75

HST (13.0%) on Taxable Disbursements of \$14.25 1.85

TOTAL TAXES 63.60

TOTAL AMOUNT DUE \$ **552.85** CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3798964

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

Professional Fees	\$	780.00
Other Fees/Charges		23.40
		<hr/>
HST (13.0%) on \$803.40		104.44
		<hr/>
Total Amount Due	\$	<u>907.84</u> CAD

DENTONS CANADA LLP

Per: _____


Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

INVOICE 3798964

Page 2 of 4

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC".

INVOICE 3798964

Page 3 of 4

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
10-Oct-23	Sara-Ann Wilson	Review update on sale process from Allan Rutman and emails regarding same. Review summary of offers. Review and respond to email from Ken Kraft.
10-Oct-23	Kenneth Kraft	Update email exchanges on current offer status and consider CBRE recommendation to set list price.
12-Oct-23	Kenneth Kraft	Emails on revisions to address escrow matters.
13-Oct-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman regarding Hillmount financing extension. Review previous orders approving financing. Review email from Ken Kraft.
13-Oct-23	Kenneth Kraft	Update discussion with Sara-Ann Wilson and exchanges related to extension of Hillmount financing.
23-Oct-23	Sara-Ann Wilson	Review email from Michael Katzman. Emails regarding response to Michael Katzman. Emails regarding service list and instructions regarding same.
23-Oct-23	Kenneth Kraft	Emails related to requested update from certain stakeholders.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	0.4	850.00	340.00
Total	0.8		\$780.00

TOTAL PROFESSIONAL FEES \$ 780.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 23.40

TOTAL TAXABLE OTHER FEES/CHARGES \$ 23.40

TOTAL OTHER FEES/CHARGES 23.40

TOTAL FEES AND OTHER FEES/CHARGES \$ 803.40

TAXES

HST (13.0%) on Professional Fees of \$780.00 \$ 101.40

HST (13.0%) on Taxable Disbursements of \$23.40 3.04

TOTAL TAXES 104.44

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC".

INVOICE 3798964

Page 4 of 4

Matter # 584164-000006

TOTAL AMOUNT DUE

\$ 907.84 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

INVOICE # 3805812

GST/HST # R121996078
QST # 1086862448 TQ 0001


Attention: Allan Rutman
Partner

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2023	584164-000006	Kenneth Kraft

**Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC".**

Professional Fees	\$	500.00
Other Fees/Charges		15.00
		<hr/>
HST (13.0%) on \$515.00		66.95
		<hr/>
Total Amount Due	\$	<u>581.95</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3805812

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC".

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON MSX 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC".

INVOICE 3805812

Page 3 of 3

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
06-Nov-23	Sara-Ann Wilson	Review email from Jim Irving regarding status conference and email from Ken Kraft.
07-Nov-23	Sara-Ann Wilson	Review and consider various emails regarding funding extension.
07-Nov-23	Kenneth Kraft	Emails related to DIP increase for this property and loan maturity extension. Prepare for and attend US Ch. 15 status hearing and follow up call with Jim Irving.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.3	1,100.00	330.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.5		\$500.00

TOTAL PROFESSIONAL FEES **\$ 500.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 15.00

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 15.00**

TOTAL OTHER FEES/CHARGES 15.00

TOTAL FEES AND OTHER FEES/CHARGES **\$ 515.00**

TAXES

HST (13.0%) on Professional Fees of \$500.00 \$ 65.00

HST (13.0%) on Taxable Disbursements of \$15.00 1.95

TOTAL TAXES 66.95

TOTAL AMOUNT DUE **\$ 581.95 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3815077


GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Professional Fees	\$	280.00
Other Fees/Charges		8.40
		<hr/>
HST (13.0%) on \$288.40		37.49
		<hr/>
Total Amount Due	\$	<u>325.89</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

INVOICE 3815077

Page 2 of 3

Matter # 584164-000006

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

INVOICE 3815077

Page 3 of 3

Matter # 584164-000006

Invoice Detail

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

Date	Timekeeper	Description of Work
16-Dec-23	Sara-Ann Wilson	Review emails from Michael Katzman and Allan Rutman. Draft responding email to Michael Katzman.
17-Dec-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review update in respect of sale process.
17-Dec-23	Kenneth Kraft	Exchange emails related to Michael Katzman request and consider overall creditor update.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.3		\$280.00

TOTAL PROFESSIONAL FEES \$ **280.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 8.40

TOTAL TAXABLE OTHER FEES/CHARGES \$ **8.40**

TOTAL OTHER FEES/CHARGES 8.40

TOTAL FEES AND OTHER FEES/CHARGES \$ **288.40**

TAXES

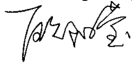
HST (13.0%) on Professional Fees of \$280.00 \$ 36.40

HST (13.0%) on Taxable Disbursements of \$8.40 1.09

TOTAL TAXES 37.49

TOTAL AMOUNT DUE \$ **325.89** CAD

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3764967

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
**Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".**

Professional Fees	\$ 6,985.00
Other Fees/Charges	209.55
	<hr/>
HST (13.0%) on \$7,194.55	935.29
	<hr/>
Total Amount Due	\$ <u>8,129.84</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3764967

Page 2 of 5

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3764967

Page 3 of 5

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
01-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review realtor proposal.
01-May-23	Kenneth Kraft	Email exchanges on sale process proposal and telephone call with Jim Irving.
03-May-23	Sara-Ann Wilson	Review realtor proposal and emails regarding same. Revise and update Second Report. Draft sale process order.
03-May-23	Kenneth Kraft	Various update emails on broker proposals and opinions as to value.
08-May-23	Sara-Ann Wilson	Circulate draft materials. emails regarding Second Report. Review updated realtor proposal analysis. Instructions regarding fee affidavit and review same. Emails regarding fee affidavit.
08-May-23	Kenneth Kraft	Various emails. Review and provide comments on draft report. Review draft fee affidavit.
09-May-23	Sara-Ann Wilson	Receipt and review of comments on Second Report and motion materials. Revise and finalize fee affidavit. Revise Second Report and motion materials. Swear fee affidavit. Instructions regarding summary of realtor proposals. Emails regarding Report and appendices.
09-May-23	Kenneth Kraft	Review draft NOM and order and various email exchanges.
10-May-23	Sara-Ann Wilson	Review further comments on Second Report. Revise and finalize Second Report and motion materials. Revise summary of realtor proposals and circulate. Receipt of outstanding appendices. Instructions regarding appendices and motion record. Review final motion record and instructions regarding same. Emails to and from Allan Rutman.
10-May-23	Kenneth Kraft	Reviewing proposed confidential appendix to report and considering options presented. Finalizing motion material and considering data room access questions.
11-May-23	Sara-Ann Wilson	Various emails regarding sale process timeline and revise same. Update report and circulate. Further emails. Revise notice of motion. Emails regarding service list and review same. Review notice of change of lawyer. Review motion record and instructions regarding amendments and service. Review updated service list. Email to

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC".

INVOICE 3764967

Page 4 of 5

Matter # 584164-000007

Date	Timekeeper	Description of Work
		counsel regarding notice of change of lawyer and review response. Instructions regarding further updating service list.
11-May-23	Kenneth Kraft	Email exchanges on finalizing sale process time lines in light of comments from CBRE. Finalizing motion record and clarifying service issues.
12-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review additional realtor proposal. Consider supplemental report. Revise summary of realtor proposals.
12-May-23	Kenneth Kraft	Review comments on template agreement. Review and consider Colliers proposal.
15-May-23	Sara-Ann Wilson	Review additional information from Colliers. Emails regarding realtor proposals and consider new proposal. Draft Supplemental Report.
15-May-23	Kenneth Kraft	Further exchanges on broker pricing and timing proposals.
16-May-23	Sara-Ann Wilson	Email exchange with Allan Rutman. Review email from CBRE. Revise supplemental report and summary of realtor proposals.
17-May-23	Kenneth Kraft	Emails. Working on supplement to second report.
18-May-23	Sara-Ann Wilson	Review correspondence from Colliers and emails regarding same . Revise and finalize Supplemental Report. Emails regarding Supplemental Report. Revise and finalize updated summary of realtor proposals. Emails to and from Allan Rutman. Finalize draft order. Review supplementary motion record. Instructions regarding service. Review service list.
18-May-23	Kenneth Kraft	Working on finalizing supplementary report. Review further emails on marketing process.
19-May-23	Sara-Ann Wilson	Review order. Instructions regarding participant information form. Email from Adam Wygodny and instructions regarding revising form. Review motion record and prepare for motion to approve sale process.
22-May-23	Sara-Ann Wilson	Review email from Michael Katzman regarding adjournment and emails regarding same . Review email from Greg Roberts. Review email from Allan Rutman regarding distributions.
22-May-23	Kenneth Kraft	Various emails in regard to tomorrow's motion including proposed adjournment request. Review materials to prepare for tomorrow's hearing.
23-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Prepare for and attend motion to approve sale process. Receipt and review of

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3764967

Page 5 of 5

Matter # 584164-000007

Date	Timekeeper	Description of Work
		order and endorsement. Receipt of filed order. Review email from Ken Kraft.
23-May-23	Kenneth Kraft	Finalize preparation for and attend motion before Justice Steele for approval of sale process and other matters in second report. Review endorsement from Justice Steele and update note to Allan Rutman and Jim Irving in order to prepare update note for US Bankruptcy Court on status.
29-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Brief review of listing agreements and emails regarding same.
30-May-23	Sara-Ann Wilson	Review listing agreements. Emails to Allan Rutman regarding comments on listing agreements.
31-May-23	Sara-Ann Wilson	Review previous receiver purchase agreements. Email to Leslie Smith regarding form of purchase agreement and review response.
31-May-23	Kenneth Kraft	Review exchanges on CBRE draft and on template purchase agreement for data room.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	2.1	1,100.00	2,310.00
Sara-Ann Wilson	5.5	850.00	4,675.00
Total	7.6		\$6,985.00

TOTAL PROFESSIONAL FEES \$ 6,985.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 209.55

TOTAL TAXABLE OTHER FEES/CHARGES \$ 209.55

TOTAL OTHER FEES/CHARGES 209.55

TOTAL FEES AND OTHER FEES/CHARGES \$ 7,194.55

TAXES

HST (13.0%) on Professional Fees of \$6,985.00 \$ 908.05

HST (13.0%) on Taxable Disbursements of \$209.55 27.24

TOTAL TAXES 935.29

TOTAL AMOUNT DUE \$ 8,129.84 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3772805

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
**Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".**

Professional Fees	\$ 3,056.50
Other Fees/Charges	91.70
	<hr/>
HST (13.0%) on \$3,148.20	409.27
	<hr/>
Total Amount Due	\$ <u>3,557.47</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3772805

Zeifman Partners Inc.

Page 2 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p> <p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p> <p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p> <p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p> <p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3772805

Page 3 of 4

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Jun-23	Sara-Ann Wilson	Review and respond to email from Leslie Smith regarding form of purchase agreement.
01-Jun-23	Kenneth Kraft	Exchanges on template purchase agreement.
02-Jun-23	Kenneth Kraft	Exchanges on looking into HST issues and finalizing agreement with CBRE.
05-Jun-23	Sara-Ann Wilson	Review and revise revised listing agreements and email to Allan Rutman.
07-Jun-23	Yves St-Cyr	Review Ken Kraft's correspondence; Review provisions of the ETA re: place of supply; Correspondence to Ken Kraft; Conference call with Ken Kraft.
07-Jun-23	Kenneth Kraft	Email exchanges and discussion with Yves St. Cyr on HST issues.
14-Jun-23	Sara-Ann Wilson	Review form of purchase agreement and emails to and from Leslie Smith.
20-Jun-23	Sara-Ann Wilson	Review email from Jim Irving. Revise notice to US Court and emails regarding same.
20-Jun-23	Kenneth Kraft	Email exchanges and review draft update note to US bankruptcy court with Ch. 15.
21-Jun-23	Sara-Ann Wilson	Review and revise Fifth Report to Creditors and emails regarding same. Review comments from Ken Kraft. Instructions regarding service of Report.
21-Jun-23	Kenneth Kraft	Review and comment on draft creditors' update note and related email exchanges.
22-Jun-23	Sara-Ann Wilson	Instructions regarding Fifth Report to Creditors. Emails regarding service list and instructions to Amanda Campbell regarding same.
29-Jun-23	Sara-Ann Wilson	Follow up email to Leslie Smith regarding form of purchase agreement. Emails regarding status of sale process. Receipt of form of purchase agreement.
29-Jun-23	Kenneth Kraft	Updates on sale process.
30-Jun-23	Sara-Ann Wilson	Review and revise form of purchase agreement. Call with Ken Kraft regarding form of purchase agreement. Email to Leslie Smith regarding form of purchase agreement.
30-Jun-23	Kenneth Kraft	Discuss template purchase agreement issues with Sara-Ann Wilson.

DENTONS CANADA LLP

INVOICE 3772805

Zeifman Partners Inc.

Page 4 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC".

Matter # 584164-000007

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.7	1,100.00	770.00
Sara-Ann Wilson	2.3	850.00	1,955.00
Yves St-Cyr	0.3	1,105.00	331.50
Total	3.3		\$3,056.50

TOTAL PROFESSIONAL FEES \$ 3,056.50

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 91.70

TOTAL TAXABLE OTHER FEES/CHARGES \$ 91.70

TOTAL OTHER FEES/CHARGES 91.70

TOTAL FEES AND OTHER FEES/CHARGES \$ 3,148.20

TAXES

HST (13.0%) on Professional Fees of \$3,056.50 \$ 397.35

HST (13.0%) on Taxable Disbursements of \$91.70 11.92

TOTAL TAXES 409.27

TOTAL AMOUNT DUE \$ 3,557.47 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3778947


GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 31, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Professional Fees	\$ 365.00
Other Fees/Charges	10.95
	<hr/>
HST (13.0%) on \$375.95	48.87
	<hr/>
Total Amount Due	\$ <u>424.82</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC".

INVOICE 3778947

Page 2 of 3

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
 and mailed to the following address:
 77 King Street West, Suite 400
 Toronto-Dominion Centre
 Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
 You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
 referencing invoice number in message. Auto-deposit
 is setup on our accounts and therefore no password
 required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
 reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
 1st Canadian Place, Toronto, ON M5X 1A3
 Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
 CAD Funds Bank Account: 0004-324 (or 00020004324)
 Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
 Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3778947

Page 3 of 3

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
20-Jul-23	Sara-Ann Wilson	Emails to and from Leslie Smith regarding form of purchase agreement. Review purchase agreement emailed by Leslie Smith. Email to Ken Kraft. Emails to and from Allan Rutman regarding sale process. Review email correspondence from realtor regarding launch of sale process.
28-Jul-23	Kenneth Kraft	Review CBRE marketing update for property.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.4		\$365.00

TOTAL PROFESSIONAL FEES **\$ 365.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 10.95

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 10.95**

TOTAL OTHER FEES/CHARGES 10.95

TOTAL FEES AND OTHER FEES/CHARGES **\$ 375.95**

TAXES

HST (13.0%) on Professional Fees of \$365.00 \$ 47.45

HST (13.0%) on Taxable Disbursements of \$10.95 1.42

TOTAL TAXES 48.87

TOTAL AMOUNT DUE **\$ 424.82 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3784894


GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Professional Fees	\$ 1,460.00
Other Fees/Charges	43.80
	<hr/>
HST (13.0%) on \$1,503.80	195.49
	<hr/>
Total Amount Due	\$ <u>1,699.29</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3784894

Page 2 of 4

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3784894

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Aug-23	Kenneth Kraft	Update exchange with Jim Irving in regard to next week's status hearing and completing registration process for hearing.
02-Aug-23	Sara-Ann Wilson	Review email from Leslie Smith regarding form of purchase agreement and revised form of agreement.
03-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
04-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
07-Aug-23	Sara-Ann Wilson	Review emails regarding US case conference and emails to and from Ken Kraft regarding same.
08-Aug-23	Sara-Ann Wilson	Consider email from Leslie Smith and email regarding form of purchase agreement.
08-Aug-23	Kenneth Kraft	Prepare for and attend Ch. 15 status conference update hearing. Update note to Allan Rutman.
10-Aug-23	Sara-Ann Wilson	Review and consider email from Leslie Smith and attachment.
11-Aug-23	Sara-Ann Wilson	Emails regarding update from realtors.
11-Aug-23	Kenneth Kraft	CBRE marketing update and email exchanges with Allan Rutman.
18-Aug-23	Sara-Ann Wilson	Emails regarding form of agreement. Review revised form of agreement and emails regarding same. Review and respond to email from Allan Rutman.
18-Aug-23	Kenneth Kraft	Update emails on template purchase agreement and remaining points.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	1.2	850.00	1,020.00
Total	1.6		\$1,460.00

TOTAL PROFESSIONAL FEES**\$ 1,460.00**

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3784894

Page 4 of 4

Matter # 584164-000007

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 43.80

TOTAL TAXABLE OTHER FEES/CHARGES \$ 43.80**TOTAL OTHER FEES/CHARGES** 43.80**TOTAL FEES AND OTHER FEES/CHARGES** \$ 1,503.80**TAXES**

HST (13.0%) on Professional Fees of \$1,460.00 \$ 189.80

HST (13.0%) on Taxable Disbursements of \$43.80 5.69**TOTAL TAXES** 195.49**TOTAL AMOUNT DUE** \$ 1,699.29 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

INVOICE # 3791929

GST/HST # R121996078
QST # 1086862448 TQ 0001

Attention: Allan Rutman
Partner

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Professional Fees	\$ 1,960.00
Other Fees/Charges	58.80
	<hr/>
HST (13.0%) on \$2,018.80	262.44
	<hr/>
Total Amount Due	\$ <u>2,281.24</u> CAD

DENTONS CANADA LLP

DocuSigned by:

Per: EA22CA410425476
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3791929

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC".

Matter # 584164-000007

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3791929

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
21-Sep-23	Kenneth Kraft	Update note on timing.
26-Sep-23	Sara-Ann Wilson	Meeting with Allan Rutman regarding status of sale process. Receipt and review of spreadsheet of offers and consider same.
26-Sep-23	Kenneth Kraft	Email from Receiver and meet with Allan and Sudanshu to discuss current offers and next steps in sale process.
27-Sep-23	Sara-Ann Wilson	Receipt and review of offer and emails regarding same.
27-Sep-23	Kenneth Kraft	Email exchanges and briefly review school board offer for Destin site.
28-Sep-23	Sara-Ann Wilson	Review emails from Allan Rutman and Leslie Smith.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.7	1,100.00	770.00
Sara-Ann Wilson	1.4	850.00	1,190.00
Total	2.1		\$1,960.00

TOTAL PROFESSIONAL FEES **\$ 1,960.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 58.80

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 58.80**

TOTAL OTHER FEES/CHARGES 58.80

TOTAL FEES AND OTHER FEES/CHARGES **\$ 2,018.80**

TAXES

HST (13.0%) on Professional Fees of \$1,960.00 **\$ 254.80**

HST (13.0%) on Taxable Disbursements of \$58.80 7.64

TOTAL TAXES 262.44

TOTAL AMOUNT DUE **\$ 2,281.24 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3798965

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
**Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".**

Professional Fees	\$ 5,845.00
Other Fees/Charges	175.35
	<hr/>
HST (13.0%) on \$6,020.35	782.65
	<hr/>
Total Amount Due	\$ <u>6,803.00</u> CAD

DENTONS CANADA LLP

Per: _____


Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3798965

Zeifman Partners Inc.

Page 2 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3798965

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
04-Oct-23	Sara-Ann Wilson	Review emails regarding offer and consider terms of same. Email to Allan Rutman.
04-Oct-23	Kenneth Kraft	Allan Rutman updates on school board position and preparing to proceed with offer and further email exchanges on revisions that the Board prepared in their offer.
05-Oct-23	Sara-Ann Wilson	Emails regarding purchase agreement and timing of court approval.
05-Oct-23	Kenneth Kraft	Emails to follow up on proceeding with school board transaction.
09-Oct-23	Sara-Ann Wilson	Review email from Allan Rutman and attachment regarding beneficial ownership.
09-Oct-23	Kenneth Kraft	Email and related correspondence from counsel to school board regarding declaration as to beneficial interests.
10-Oct-23	Sara-Ann Wilson	Review emails from Allan Rutman and Leslie Smith. Review update on sale process from Allan Rutman and emails regarding same. Review summary of offers. Review and respond to email from Ken Kraft.
10-Oct-23	Kenneth Kraft	Exchanges regarding Destin beneficial ownership structure.
11-Oct-23	Sara-Ann Wilson	Review emails from Allan Rutman and Ken Kraft.
12-Oct-23	Sara-Ann Wilson	Review and respond to emails regarding escrow agent and deposit. Review email from Allan Rutman and letter regarding deposit and attached.
12-Oct-23	Kenneth Kraft	Various emails.
13-Oct-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman regarding Hillmount financing extension. Review previous orders approving financing. Review email from Ken Kraft. Review and respond to email from Florida counsel. Review emails from Jim Irving . Discussion with Ken Kraft.
13-Oct-23	Kenneth Kraft	Update discussion with Sara-Ann Wilson and exchanges related to extension of Hillmount financing.
17-Oct-23	Sara-Ann Wilson	Call with Allan Rutman regarding status and next steps.
19-Oct-23	Kenneth Kraft	Call with Jim Irving. Emails related to court approval timing.

DENTONS CANADA LLP

INVOICE 3798965

Zeifman Partners Inc.

Page 4 of 4

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC".

Matter # 584164-000007

Date	Timekeeper	Description of Work
20-Oct-23	Sara-Ann Wilson	Internal discussions regarding closing and next steps.
23-Oct-23	Sara-Ann Wilson	Review email from Michael Katzman. Emails regarding response to Michael Katzman. Emails regarding service list and instructions regarding same.
23-Oct-23	Kenneth Kraft	Emails related to requested update from certain stakeholders.
27-Oct-23	Sara-Ann Wilson	Emails regarding affidavit for purchaser.
27-Oct-23	Kenneth Kraft	Review proposed statutory declaration as prepared by Skip Strauss and related email exchanges with Allan Rutman.
30-Oct-23	Kenneth Kraft	Update emails regarding disclosure affidavit.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	2.3	1,100.00	2,530.00
Sara-Ann Wilson	3.9	850.00	3,315.00
Total	6.2		\$5,845.00

TOTAL PROFESSIONAL FEES \$ 5,845.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 175.35

TOTAL TAXABLE OTHER FEES/CHARGES \$ 175.35

TOTAL OTHER FEES/CHARGES 175.35

TOTAL FEES AND OTHER FEES/CHARGES \$ 6,020.35

TAXES

HST (13.0%) on Professional Fees of \$5,845.00 \$ 759.85

HST (13.0%) on Taxable Disbursements of \$175.35 22.80

TOTAL TAXES 782.65

TOTAL AMOUNT DUE \$ 6,803.00 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3805813

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
**Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".**

Professional Fees	\$	950.00
Other Fees/Charges & Disbursements		772.25
		<hr/>
HST (13.0%) on \$1,722.25		223.90
		<hr/>
Total Amount Due	\$	<u>1,946.15</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3805813

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC".

INVOICE 3805813

Page 3 of 3

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
03-Nov-23	Sara-Ann Wilson	Review emails from Allan Rutman and Jim Irving. Emails and from Allan Rutman.
06-Nov-23	Sara-Ann Wilson	Review email from Jim Irving regarding status conference and email from Ken Kraft.
07-Nov-23	Sara-Ann Wilson	Review and consider various emails regarding funding extension.
07-Nov-23	Kenneth Kraft	Prepare for and attend US Ch. 15 status hearing and follow up call with Jim Irving.
15-Nov-23	Kenneth Kraft	Review letter from purchaser's counsel.
16-Nov-23	Sara-Ann Wilson	Review letter from purchaser's counsel.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	0.6	850.00	510.00
Total	1.0		\$950.00

TOTAL PROFESSIONAL FEES \$ **950.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 28.50

TOTAL TAXABLE OTHER FEES/CHARGES \$ **28.50**

TAXABLE DISBURSEMENTS

Dentons US LLP \$ 743.75

TOTAL TAXABLE DISBURSEMENTS \$ **743.75**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 772.25

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ **1,722.25**

TAXES

HST (13.0%) on Professional Fees of \$950.00 \$ 123.50

HST (13.0%) on Taxable Disbursements of \$772.25 100.40

TOTAL TAXES 223.90

TOTAL AMOUNT DUE \$ **1,946.15 CAD**

DENTONS

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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

Attention: Allan Rutman
 Partner

INVOICE # 3815082

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Professional Fees	\$	280.00
Other Fees/Charges		8.40
		<hr/>
HST (13.0%) on \$288.40		37.49
		<hr/>
Total Amount Due	\$	<u>325.89</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC

INVOICE 3815082

Page 2 of 3

Matter # 584164-000007

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC

INVOICE 3815082
 Page 3 of 3

Matter # 584164-000007

Invoice Detail

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

Date	Timekeeper	Description of Work
16-Dec-23	Sara-Ann Wilson	Review emails from Michael Katzman and Allan Rutman. Draft responding email to Michael Katzman.
17-Dec-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review update in respect of sale process.
17-Dec-23	Kenneth Kraft	Exchange emails related to Michael Katzman request and consider overall creditor update.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.3		\$280.00

TOTAL PROFESSIONAL FEES \$ **280.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 8.40

TOTAL TAXABLE OTHER FEES/CHARGES \$ **8.40**

TOTAL OTHER FEES/CHARGES 8.40

TOTAL FEES AND OTHER FEES/CHARGES \$ **288.40**

TAXES

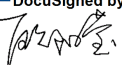
HST (13.0%) on Professional Fees of \$280.00 \$ 36.40

HST (13.0%) on Taxable Disbursements of \$8.40 1.09

TOTAL TAXES 37.49

TOTAL AMOUNT DUE \$ **325.89 CAD**

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3764968

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$ 6,985.00
Other Fees/Charges	209.55
	<hr/>
HST (13.0%) on \$7,194.55	935.29
	<hr/>
Total Amount Due	\$ 8,129.84 CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3764968
 Page 2 of 4
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
01-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review realtor proposal.
01-May-23	Kenneth Kraft	Email exchanges on sale process proposal and telephone call with Jim Irving.
03-May-23	Sara-Ann Wilson	Review realtor proposal and emails regarding same. Revise and update Second Report. Draft sale process order.
03-May-23	Kenneth Kraft	Various update emails on broker proposals and opinions as to value.
08-May-23	Sara-Ann Wilson	Circulate draft materials. emails regarding Second Report. Review updated realtor proposal analysis. Instructions regarding fee affidavit and review same. Emails regarding fee affidavit.
08-May-23	Kenneth Kraft	Various emails. Review and provide comments on draft report. Review draft fee affidavit.
09-May-23	Sara-Ann Wilson	Receipt and review of comments on Second Report and motion materials. Revise and finalize fee affidavit. Revise Second Report and motion materials. Swear fee affidavit. Instructions regarding summary of realtor proposals. Emails regarding Report and appendices.
09-May-23	Kenneth Kraft	Review draft NOM and order and various email exchanges.
10-May-23	Sara-Ann Wilson	Review further comments on Second Report. Revise and finalize Second Report and motion materials. Revise summary of realtor proposals and circulate. Receipt of outstanding appendices. Instructions regarding appendices and motion record. Review final motion record and instructions regarding same. Emails to and from Allan Rutman.
10-May-23	Kenneth Kraft	Reviewing proposed confidential appendix to report and considering options presented. Finalizing motion material and considering data room access questions.
11-May-23	Sara-Ann Wilson	Various emails regarding sale process timeline and revise same. Update report and circulate. Further emails. Revise notice of motion. Emails regarding service list and review same. Review notice of change of lawyer. Review motion record and instructions regarding amendments and service. Review updated service list. Email to counsel regarding notice of change of lawyer and review

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3764968
 Page 3 of 4
 Matter # 584164-000008

Date	Timekeeper	Description of Work
		response. Instructions regarding further updating service list.
11-May-23	Kenneth Kraft	Email exchanges on finalizing sale process time lines in light of comments from CBRE. Finalizing motion record and clarifying service issues.
12-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review additional realtor proposal. Consider supplemental report. Revise summary of realtor proposals.
12-May-23	Kenneth Kraft	Review comments on template agreement. Review and consider Colliers proposal.
15-May-23	Sara-Ann Wilson	Review additional information from Colliers. Emails regarding realtor proposals and consider new proposal. Draft Supplemental Report.
15-May-23	Kenneth Kraft	Further exchanges on broker pricing and timing proposals.
16-May-23	Sara-Ann Wilson	Email exchange with Allan Rutman. Review email from CBRE. Revise supplemental report and summary of realtor proposals.
17-May-23	Kenneth Kraft	Emails. Working on supplement to second report.
18-May-23	Sara-Ann Wilson	Review correspondence from Colliers and emails regarding same . Revise and finalize Supplemental Report. Emails regarding Supplemental Report. Revise and finalize updated summary of realtor proposals. Emails to and from Allan Rutman. Finalize draft order. Review supplementary motion record. Instructions regarding service. Review service list.
18-May-23	Kenneth Kraft	Working on finalizing supplementary report. Review further emails on marketing process.
19-May-23	Sara-Ann Wilson	Review order. Instructions regarding participant information form. Email from Adam Wygodny and instructions regarding revising form. Review motion record and prepare for motion to approve sale process.
22-May-23	Sara-Ann Wilson	Review email from Michael Katzman regarding adjournment and emails regarding same . Review email from Greg Roberts. Review email from Allan Rutman regarding distributions.
22-May-23	Kenneth Kraft	Various emails in regard to tomorrow's motion including proposed adjournment request. Review materials to prepare for tomorrow's hearing.
23-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Prepare for and attend motion to approve sale process. Receipt and review of order and endorsement. Receipt of filed order. Review email from Ken Kraft.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3764968
 Page 4 of 4
 Matter # 584164-000008

Date	Timekeeper	Description of Work
23-May-23	Kenneth Kraft	Finalize preparation for and attend motion before Justice Steele for approval of sale process and other matters in second report. Review endorsement from Justice Steele and update note to Allan Rutman and Jim Irving in order to prepare update note for US Bankruptcy Court on status.
29-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Brief review of listing agreements and emails regarding same.
30-May-23	Sara-Ann Wilson	Review listing agreements. Emails to Allan Rutman regarding comments on listing agreements.
31-May-23	Sara-Ann Wilson	Review previous receiver purchase agreements. Email to Leslie Smith regarding form of purchase agreement and review response.
31-May-23	Kenneth Kraft	Review exchanges on CBRE draft and on template purchase agreement for data room.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	2.1	1,100.00	2,310.00
Sara-Ann Wilson	5.5	850.00	4,675.00
Total	7.6		\$6,985.00

TOTAL PROFESSIONAL FEES		\$ 6,985.00
TAXABLE OTHER FEES/CHARGES		
Technology & Administration Fee	\$ 209.55	
TOTAL TAXABLE OTHER FEES/CHARGES	\$ 209.55	
TOTAL OTHER FEES/CHARGES		<u>209.55</u>
TOTAL FEES AND OTHER FEES/CHARGES		\$ 7,194.55
TAXES		
HST (13.0%) on Professional Fees of \$6,985.00	\$ 908.05	
HST (13.0%) on Taxable Disbursements of \$209.55	<u>27.24</u>	
TOTAL TAXES		<u>935.29</u>
TOTAL AMOUNT DUE		<u>\$ 8,129.84 CAD</u>



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3772806

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	3,056.50
Other Fees/Charges		91.70
		<hr/>
HST (13.0%) on \$3,148.20		409.27
		<hr/>
Total Amount Due	\$	<u>3,557.47</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3772806
 Page 2 of 3
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Jun-23	Sara-Ann Wilson	Review and respond to email from Leslie Smith regarding form of purchase agreement.
01-Jun-23	Kenneth Kraft	Exchanges on template purchase agreement.
02-Jun-23	Kenneth Kraft	Exchanges on looking into HST issues and finalizing agreement with CBRE.
05-Jun-23	Sara-Ann Wilson	Review and revise revised listing agreements and email to Allan Rutman.
07-Jun-23	Yves St-Cyr	Review Ken Kraft's correspondence; Review provisions of the ETA re: place of supply; Correspondence to Ken Kraft; Conference call with Ken Kraft.
07-Jun-23	Kenneth Kraft	Email exchanges and discussion with Yves St. Cyr on HST issues.
14-Jun-23	Sara-Ann Wilson	Review form of purchase agreement and emails to and from Leslie Smith.
20-Jun-23	Sara-Ann Wilson	Review email from Jim Irving. Revise notice to US Court and emails regarding same.
20-Jun-23	Kenneth Kraft	Email exchanges and review draft update note to US bankruptcy court with Ch. 15.
21-Jun-23	Sara-Ann Wilson	Review and revise Fifth Report to Creditors and emails regarding same. Review comments from Ken Kraft. Instructions regarding service of Report.
21-Jun-23	Kenneth Kraft	Review and comment on draft creditors' update note and related email exchanges.
22-Jun-23	Sara-Ann Wilson	Instructions regarding Fifth Report to Creditors. Emails regarding service list and instructions to Amanda Campbell regarding same.
29-Jun-23	Sara-Ann Wilson	Follow up email to Leslie Smith regarding form of purchase agreement. Emails regarding status of sale process. Receipt of form of purchase agreement.
29-Jun-23	Kenneth Kraft	Updates on sale process.
30-Jun-23	Sara-Ann Wilson	Review and revise form of purchase agreement. Call with Ken Kraft regarding form of purchase agreement. Email to Leslie Smith regarding form of purchase agreement.
30-Jun-23	Kenneth Kraft	Discuss template purchase agreement issues with Sara-Ann Wilson.

DENTONS CANADA LLP

INVOICE 3772806

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Matter # 584164-000008

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.7	1,100.00	770.00
Sara-Ann Wilson	2.3	850.00	1,955.00
Yves St-Cyr	0.3	1,105.00	331.50
Total	3.3		\$3,056.50

TOTAL PROFESSIONAL FEES \$ 3,056.50

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 91.70

TOTAL TAXABLE OTHER FEES/CHARGES \$ 91.70

TOTAL OTHER FEES/CHARGES 91.70

TOTAL FEES AND OTHER FEES/CHARGES \$ 3,148.20

TAXES

HST (13.0%) on Professional Fees of \$3,056.50 \$ 397.35

HST (13.0%) on Taxable Disbursements of \$91.70 11.92

TOTAL TAXES 409.27

TOTAL AMOUNT DUE \$ 3,557.47 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3778948

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 31, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	365.00
Other Fees/Charges		10.95
		<hr/>
HST (13.0%) on \$375.95		48.87
		<hr/>
Total Amount Due	\$	424.82 CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON MSX 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3778948
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
20-Jul-23	Sara-Ann Wilson	Emails to and from Leslie Smith regarding form of purchase agreement. Review purchase agreement emailed by Leslie Smith. Email to Ken Kraft. Emails to and from Allan Rutman regarding sale process. Review email correspondence from realtor regarding launch of sale process.
28-Jul-23	Kenneth Kraft	Review CBRE marketing update for property.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.4		\$365.00

TOTAL PROFESSIONAL FEES **\$ 365.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 10.95

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 10.95**

TOTAL OTHER FEES/CHARGES 10.95

TOTAL FEES AND OTHER FEES/CHARGES **\$ 375.95**

TAXES

HST (13.0%) on Professional Fees of \$365.00 \$ 47.45

HST (13.0%) on Taxable Disbursements of \$10.95 1.42

TOTAL TAXES 48.87

TOTAL AMOUNT DUE \$ 424.82 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3784895

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	1,460.00
Other Fees/Charges		43.80
		<hr/>
HST (13.0%) on \$1,503.80		195.49
		<hr/>
Total Amount Due	\$	<u>1,699.29</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3784895
 Page 2 of 3
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Aug-23	Kenneth Kraft	Update exchange with Jim Irving in regard to next week's status hearing and completing registration process for hearing.
02-Aug-23	Sara-Ann Wilson	Review email from Leslie Smith regarding form of purchase agreement and revised form of agreement.
03-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
04-Aug-23	Sara-Ann Wilson	Review and consider further revised form of purchase agreement and email from Leslie Smith.
07-Aug-23	Sara-Ann Wilson	Review emails regarding US case conference and emails to and from Ken Kraft regarding same.
08-Aug-23	Sara-Ann Wilson	Consider email from Leslie Smith and email regarding form of purchase agreement.
08-Aug-23	Kenneth Kraft	Prepare for and attend Ch. 15 status conference update hearing. Update note to Allan Rutman.
10-Aug-23	Sara-Ann Wilson	Review and consider email from Leslie Smith and attachment.
11-Aug-23	Sara-Ann Wilson	Emails regarding update from realtors.
11-Aug-23	Kenneth Kraft	CBRE marketing update and email exchanges with Allan Rutman.
18-Aug-23	Sara-Ann Wilson	Emails regarding form of agreement. Review revised form of agreement and emails regarding same. Review and respond to email from Allan Rutman.
18-Aug-23	Kenneth Kraft	Update emails on template purchase agreement and remaining points.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	1.2	850.00	1,020.00
Total	1.6		\$1,460.00

TOTAL PROFESSIONAL FEES **\$ 1,460.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 43.80

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 43.80**

TOTAL OTHER FEES/CHARGES **43.80**

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3784895

Page 3 of 3

Matter # 584164-000008

TOTAL FEES AND OTHER FEES/CHARGES	\$ 1,503.80
--	--------------------

TAXES

HST (13.0%) on Professional Fees of \$1,460.00	\$ 189.80
--	-----------

HST (13.0%) on Taxable Disbursements of \$43.80	5.69
---	------

TOTAL TAXES	<u>195.49</u>
--------------------	----------------------

TOTAL AMOUNT DUE	<u>\$ 1,699.29 CAD</u>
-------------------------	-------------------------------



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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

Attention: Allan Rutman
 Partner

INVOICE # 3791930

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	475.00
Other Fees/Charges		14.25
		<hr/>
HST (13.0%) on \$489.25		63.60
		<hr/>
Total Amount Due	\$	552.85 CAD

DENTONS CANADA LLP

DocuSigned by:

 Per: _____
 EA22CA11642E476...
Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCA2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3791930
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
26-Sep-23	Sara-Ann Wilson	Meeting with Allan Rutman regarding status of sale process. Receipt and review of spreadsheet of offers and consider same.
26-Sep-23	Kenneth Kraft	Email from Receiver and meet with Allan and Sudanshu to discuss current offers and next steps in sale process.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.5		\$475.00

TOTAL PROFESSIONAL FEES **\$ 475.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 14.25

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 14.25**

TOTAL OTHER FEES/CHARGES 14.25

TOTAL FEES AND OTHER FEES/CHARGES **\$ 489.25**

TAXES

HST (13.0%) on Professional Fees of \$475.00 **\$ 61.75**

HST (13.0%) on Taxable Disbursements of \$14.25 1.85

TOTAL TAXES 63.60

TOTAL AMOUNT DUE **\$ 552.85 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3798968

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	780.00
Other Fees/Charges		23.40
		<hr/>
HST (13.0%) on \$803.40		104.44
		<hr/>
Total Amount Due	\$	<u>907.84</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3798968
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
10-Oct-23	Sara-Ann Wilson	Review update on sale process from Allan Rutman and emails regarding same. Review summary of offers. Review and respond to email from Ken Kraft.
10-Oct-23	Kenneth Kraft	Update email exchanges on current offer and next steps and to address cost sharing issues.
12-Oct-23	Kenneth Kraft	Emails on revisions to address escrow matters.
13-Oct-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman regarding Hillmount financing extension. Review previous orders approving financing. Review email from Ken Kraft.
13-Oct-23	Kenneth Kraft	Update discussion with Sara-Ann Wilson and exchanges related to extension of Hillmount financing.
23-Oct-23	Sara-Ann Wilson	Review email from Michael Katzman. Emails regarding response to Michael Katzman. Emails regarding service list and instructions regarding same.
23-Oct-23	Kenneth Kraft	Emails related to requested update from certain stakeholders.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.4	1,100.00	440.00
Sara-Ann Wilson	0.4	850.00	340.00
Total	0.8		\$780.00

TOTAL PROFESSIONAL FEES **\$ 780.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 23.40

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 23.40**

TOTAL OTHER FEES/CHARGES 23.40

TOTAL FEES AND OTHER FEES/CHARGES **\$ 803.40**

TAXES

HST (13.0%) on Professional Fees of \$780.00 \$ 101.40

HST (13.0%) on Taxable Disbursements of \$23.40 3.04

TOTAL TAXES 104.44

TOTAL AMOUNT DUE **\$ 907.84 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3805815

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

Professional Fees	\$	280.00
Other Fees/Charges		8.40
		<hr/>
HST (13.0%) on \$288.40		37.49
		<hr/>
Total Amount Due	\$	<u>325.89</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit <https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCA2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Ocoee Property LLC".

INVOICE 3805815
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
06-Nov-23	Sara-Ann Wilson	Review email from Jim Irving regarding status conference and email from Ken Kraft.
07-Nov-23	Sara-Ann Wilson	Review and consider various emails regarding funding extension.
07-Nov-23	Kenneth Kraft	Prepare for and attend US Ch. 15 status hearing and follow up call with Jim Irving.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.3		\$280.00

TOTAL PROFESSIONAL FEES **\$ 280.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 8.40

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 8.40**

TOTAL OTHER FEES/CHARGES 8.40

TOTAL FEES AND OTHER FEES/CHARGES **\$ 288.40**

TAXES

HST (13.0%) on Professional Fees of \$280.00 **\$ 36.40**

HST (13.0%) on Taxable Disbursements of \$8.40 1.09

TOTAL TAXES 37.49

TOTAL AMOUNT DUE **\$ 325.89 CAD**



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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

INVOICE # 3815083

Attention: Allan Rutman
 Partner

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Ocoee Property LLC

Professional Fees	\$	280.00
Other Fees/Charges		8.40
		<hr/>
HST (13.0%) on \$288.40		37.49
		<hr/>
Total Amount Due	\$	<u>325.89</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC

INVOICE 3815083
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

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

Date	Timekeeper	Description of Work
16-Dec-23	Sara-Ann Wilson	Review emails from Michael Katzman and Allan Rutman. Draft responding email to Michael Katzman.
17-Dec-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review update in respect of sale process.
17-Dec-23	Kenneth Kraft	Exchange emails related to Michael Katzman request and consider overall creditor update.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,100.00	110.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.3		\$280.00

TOTAL PROFESSIONAL FEES **\$ 280.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 8.40

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 8.40**

TOTAL OTHER FEES/CHARGES 8.40

TOTAL FEES AND OTHER FEES/CHARGES **\$ 288.40**

TAXES

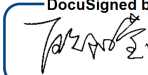
HST (13.0%) on Professional Fees of \$280.00 \$ 36.40

HST (13.0%) on Taxable Disbursements of \$8.40 1.09

TOTAL TAXES 37.49

TOTAL AMOUNT DUE **\$ 325.89 CAD**

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.


 大成 DENTONS

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

T 416 863 4511
 F 416 863 4592

dentons.com

Zeifman Partners Inc.
 201 Bridgeland Avenue
 Toronto ON M6A 1Y7

Attention: Allan Rutman
 Partner

INVOICE # 3764971

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
May 31, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC".

Professional Fees	\$ 10,040.00
Other Fees/Charges	301.20
	<hr/>
HST (13.0%) on \$10,341.20	1,344.36
	<hr/>
Total Amount Due	\$ <u>11,685.56</u> CAD

DENTONS CANADA LLP

Per: 

 Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3764971

Zeifman Partners Inc.

Page 2 of 6

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p> <p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p> <p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p> <p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p> <p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: "Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC".

INVOICE 3764971
 Page 3 of 6

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
01-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review realtor proposal. Review emails from Allan Rutman and Ken Kraft.
01-May-23	Kenneth Kraft	Email exchanges on sale process proposal and telephone call with Jim Irving.
03-May-23	Sara-Ann Wilson	Review realtor proposal and emails regarding same. Revise and update Second Report. Draft sale process order. Review emails from Allan Rutman and Leslie Smith.
03-May-23	Kenneth Kraft	Various update emails on broker proposals and opinions as to value.
08-May-23	Sara-Ann Wilson	Circulate draft materials. emails regarding Second Report. Review updated realtor proposal analysis. Instructions regarding fee affidavit and review same. Emails regarding fee affidavit.
08-May-23	Kenneth Kraft	Various emails. Review and provide comments on draft report. Review draft fee affidavit.
09-May-23	Sara-Ann Wilson	Receipt and review of comments on Second Report and motion materials. Revise and finalize fee affidavit. Revise Second Report and motion materials. Swear fee affidavit. Instructions regarding summary of realtor proposals. Emails regarding Report and appendices.
09-May-23	Kenneth Kraft	Review draft NOM and order and various email exchanges.
10-May-23	Sara-Ann Wilson	Review further comments on Second Report. Revise and finalize Second Report and motion materials. Revise summary of realtor proposals and circulate. Receipt of outstanding appendices. Instructions regarding appendices and motion record. Review final motion record and instructions regarding same. Emails to and from Allan Rutman.
10-May-23	Kenneth Kraft	Reviewing proposed confidential appendix to report and considering options presented. Finalizing motion material and considering data room access questions.
11-May-23	Sara-Ann Wilson	Various emails regarding sale process timeline and revise same. Update report and circulate. Further emails. Revise notice of motion. Emails regarding service list and review same. Review notice of change of lawyer. Review

DENTONS CANADA LLP

INVOICE 3764971

Zeifman Partners Inc.

Page 4 of 6

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Date	Timekeeper	Description of Work
		motion record and instructions regarding amendments and service. Review updated service list. Email to counsel regarding notice of change of lawyer and review response. Instructions regarding further updating service list. Review emails regarding purchase agreement.
11-May-23	Kenneth Kraft	Email exchanges on finalizing sale process time lines in light of comments from CBRE. Finalizing motion record and clarifying service issues.
12-May-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review additional realtor proposal. Consider supplemental report. Revise summary of realtor proposals. Review email from Leslie Smith.
12-May-23	Kenneth Kraft	Review comments on general draft agreement and comments on specific Trailwinds offer. Review and consider Colliers proposal.
15-May-23	Sara-Ann Wilson	Review additional information from Colliers. Emails regarding realtor proposals and consider new proposal. Draft Supplemental Report. Emails regarding purchase agreement terms and deposit and NDA.
15-May-23	Kenneth Kraft	Exchanges on providing documentation to interested purchaser to increase due diligence period. Further exchanges on broker pricing and timing proposals.
16-May-23	Sara-Ann Wilson	Email exchange with Allan Rutman. Review email from CBRE. Revise supplemental report and summary of realtor proposals.
17-May-23	Kenneth Kraft	Emails. Working on supplement to second report.
18-May-23	Sara-Ann Wilson	Review correspondence from Colliers and emails regarding same . Revise and finalize Supplemental Report. Emails regarding Supplemental Report. Revise and finalize updated summary of realtor proposals. Emails to and from Allan Rutman. Finalize draft order. Review supplementary motion record. Instructions regarding service. Review service list.
18-May-23	Kenneth Kraft	Working on finalizing supplementary report. Review further emails on marketing process.
19-May-23	Sara-Ann Wilson	Review order. Instructions regarding participant information form. Email from Adam Wygodny and instructions regarding revising form. Review motion record and prepare for motion to approve sale process.
22-May-23	Sara-Ann Wilson	Review email from Michael Katzman regarding adjournment and emails regarding same . Review email from Greg Roberts. Review email from Allan Rutman regarding distributions. Review emails regarding comments on purchase agreement.

DENTONS CANADA LLP

INVOICE 3764971

Zeifman Partners Inc.

Page 5 of 6

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Date	Timekeeper	Description of Work
22-May-23	Kenneth Kraft	Various emails in regard to tomorrow's motion including proposed adjournment request. Review materials to prepare for tomorrow's hearing. Email exchanges on proposed purchaser's comments.
23-May-23	Sara-Ann Wilson	Review email from Allan Rutman. Prepare for and attend motion to approve sale process. Receipt and review of order and endorsement. Receipt of filed order. Review email from Ken Kraft. Brief review of comments on purchase agreement.
23-May-23	Kenneth Kraft	Finalize preparation for and attend motion before Justice Steele for approval of sale process and other matters in second report. Review endorsement from Justice Steele and update note to Allan Rutman and Jim Irving in order to prepare update note for US Bankruptcy Court on status.
24-May-23	Sara-Ann Wilson	Review email from Leslie Smith regarding purchase agreement comments and amendments. Brief review of purchase agreement and review emails regarding same.
24-May-23	Kenneth Kraft	Email exchanges on revisions to draft purchase agreement and to clarify if specific performance can be an issue.
25-May-23	Sara-Ann Wilson	Review emails regarding comments on purchase agreement. Review emails from Purchaser regarding comments. Call with Allan Rutman and Leslie Smith regarding offer.
25-May-23	Kenneth Kraft	Various additional emails around response to purchaser's comments.
31-May-23	Sara-Ann Wilson	Review previous receiver purchase agreements. Email to Leslie Smith regarding form of purchase agreement and review response.
31-May-23	Kenneth Kraft	Review exchanges on CBRE draft and on template purchase agreement for data room.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	3.1	1,100.00	3,410.00
Sara-Ann Wilson	7.8	850.00	6,630.00
Total	10.9		\$10,040.00

TOTAL PROFESSIONAL FEES**\$ 10,040.00**

DENTONS CANADA LLP
Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC".

INVOICE 3764971

Page 6 of 6

Matter # 584164-000009

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee	\$	<u>301.20</u>
---------------------------------	----	---------------

TOTAL TAXABLE OTHER FEES/CHARGES	\$	301.20
---	----	---------------

TOTAL OTHER FEES/CHARGES		<u>301.20</u>
---------------------------------	--	----------------------

TOTAL FEES AND OTHER FEES/CHARGES	\$	10,341.20
--	----	------------------

TAXES

HST (13.0%) on Professional Fees of \$10,040.00	\$	1,305.20
---	----	----------

HST (13.0%) on Taxable Disbursements of \$301.20		<u>39.16</u>
--	--	--------------

TOTAL TAXES		<u>1,344.36</u>
--------------------	--	------------------------

TOTAL AMOUNT DUE	\$	<u>11,685.56 CAD</u>
-------------------------	----	-----------------------------



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3772807

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
June 30, 2023	584164-000009	Kenneth Kraft

**Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC".**

Professional Fees	\$ 3,181.50
Other Fees/Charges	95.45
	<hr/>
HST (13.0%) on \$3,276.95	426.01
	<hr/>
Total Amount Due	\$ <u>3,702.96</u> CAD

DENTONS CANADA LLP

Per: _____


Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3772807

Zeifman Partners Inc.

Page 2 of 4

Re: "Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:**Cheques:**

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1.

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3772807

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Jun-23	Sara-Ann Wilson	Review and respond to email from Leslie Smith regarding form of purchase agreement. Review latest draft of purchase agreement and provide comments to Leslie Smith.
01-Jun-23	Kenneth Kraft	Exchanges on template purchase agreement.
02-Jun-23	Kenneth Kraft	Exchanges on looking into HST issues and finalizing agreement with CBRE.
07-Jun-23	Yves St-Cyr	Review Ken Kraft's correspondence; Review provisions of the ETA re: place of supply; Correspondence to Ken Kraft; Conference call with Ken Kraft.
07-Jun-23	Kenneth Kraft	Email exchanges and discussion with Yves St. Cyr on HST issues.
12-Jun-23	Sara-Ann Wilson	Review emails from Allan Rutman and Leslie Smith. Review email from Ken Kraft. Brief review of purchase agreement.
12-Jun-23	Kenneth Kraft	Review signed purchase agreement and email exchanges with Allan Rutman regarding comments and next steps in terms of both court approval and investor update.
13-Jun-23	Sara-Ann Wilson	Call with Jim Irving. Review email from Jim Irving.
13-Jun-23	Kenneth Kraft	Update emails and consider both extent of disclosure to investors and on when to seek court approval.
20-Jun-23	Sara-Ann Wilson	Review email from Jim Irving. Revise notice to US Court and emails regarding same.
20-Jun-23	Kenneth Kraft	Email exchanges and review draft update note to US bankruptcy court with Ch. 15.
21-Jun-23	Sara-Ann Wilson	Review and revise Fifth Report to Creditors and emails regarding same. Review comments from Ken Kraft. Instructions regarding service of Report.
21-Jun-23	Kenneth Kraft	Review and comment on draft creditors' update note and related email exchanges.
22-Jun-23	Sara-Ann Wilson	Instructions regarding Fifth Report to Creditors. Emails regarding service list and instructions to Amanda Campbell regarding same.

DENTONS CANADA LLP

Zeifman Partners Inc.

Re: "Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC".

INVOICE 3772807

Page 4 of 4

Matter # 584164-000009

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.2	1,100.00	1,320.00
Sara-Ann Wilson	1.8	850.00	1,530.00
Yves St-Cyr	0.3	1,105.00	331.50
Total	3.3		\$3,181.50

TOTAL PROFESSIONAL FEES \$ **3,181.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 95.45

TOTAL TAXABLE OTHER FEES/CHARGES \$ **95.45**

TOTAL OTHER FEES/CHARGES 95.45

TOTAL FEES AND OTHER FEES/CHARGES \$ **3,276.95**

TAXES

HST (13.0%) on Professional Fees of \$3,181.50 \$ 413.60

HST (13.0%) on Taxable Disbursements of \$95.45 12.41

TOTAL TAXES 426.01

TOTAL AMOUNT DUE \$ **3,702.96 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3778949

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 31, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Professional Fees	\$	170.00
Other Fees/Charges		5.10
		<hr/>
HST (13.0%) on \$175.10		22.76
		<hr/>
Total Amount Due	\$	<u>197.86</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3778949

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p> <p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p> <p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p> <p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p> <p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3778949

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
20-Jul-23	Sara-Ann Wilson	Emails regarding executed purchase agreement and receipt of same.

Timekeeper	Hours	Rate	Fees
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.2		\$170.00

TOTAL PROFESSIONAL FEES \$ 170.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 5.10

TOTAL TAXABLE OTHER FEES/CHARGES \$ 5.10

TOTAL OTHER FEES/CHARGES 5.10

TOTAL FEES AND OTHER FEES/CHARGES \$ 175.10

TAXES

HST (13.0%) on Professional Fees of \$170.00 \$ 22.10

HST (13.0%) on Taxable Disbursements of \$5.10 0.66

TOTAL TAXES 22.76

TOTAL AMOUNT DUE \$ 197.86 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3784897

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 31, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Professional Fees	\$	805.00
Other Fees/Charges		24.15
		<hr/>
HST (13.0%) on \$829.15		107.79
		<hr/>
Total Amount Due	\$	<u>936.94</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3784897

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3784897

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
01-Aug-23	Kenneth Kraft	Update exchange with Jim Irving in regard to next week's status hearing and completing registration process for hearing.
07-Aug-23	Sara-Ann Wilson	Review emails regarding US case conference and emails to and from Ken Kraft regarding same.
08-Aug-23	Kenneth Kraft	Prepare for and attend Ch. 15 status conference update hearing. Update note to Allan Rutman.
31-Aug-23	Sara-Ann Wilson	Receipt of documentation from purchaser and email to Allan Rutman regarding same.
31-Aug-23	Kenneth Kraft	Briefly review objection letter received from proposed buyer's counsel.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.5	1,100.00	550.00
Sara-Ann Wilson	0.3	850.00	255.00
Total	0.8		\$805.00

TOTAL PROFESSIONAL FEES **\$ 805.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 24.15

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 24.15**

TOTAL OTHER FEES/CHARGES 24.15

TOTAL FEES AND OTHER FEES/CHARGES **\$ 829.15**

TAXES

HST (13.0%) on Professional Fees of \$805.00 \$ 104.65

HST (13.0%) on Taxable Disbursements of \$24.15 3.14

TOTAL TAXES 107.79

TOTAL AMOUNT DUE \$ 936.94 CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3791931

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 30, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Professional Fees	\$ 6,340.00
Other Fees/Charges	190.20
	<hr/>
HST (13.0%) on \$6,530.20	848.93
	<hr/>
Total Amount Due	\$ <u>7,379.13</u> CAD

DENTONS CANADA LLP

DocuSigned by:

Per: EA22C8A41042E476
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3791931

Zeifman Partners Inc.

Page 2 of 4

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit <https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.

DENTONS CANADA LLP

INVOICE 3791931

Zeifman Partners Inc.

Page 3 of 4

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
06-Sep-23	Sara-Ann Wilson	Email exchange with Leslie Smith. Call with Dentons US and Allan Rutman regarding title insurance and extension requests. Forward mortgage closing documents and receipt of closing documents.
07-Sep-23	Sara-Ann Wilson	Review and consider letter from Purchaser's counsel and title insurer. Consider next steps. Review purchase agreement amending agreement, consider timelines and email to Leslie Smith regarding same. Review emails regarding amending agreement.
08-Sep-23	Sara-Ann Wilson	Emails regarding purchase agreement amendment. Review draft amending agreement from Purchaser. Review extension agreement.
13-Sep-23	Sara-Ann Wilson	Review email from purchaser's counsel. Consider extension request and purchase agreement amendments.
14-Sep-23	Sara-Ann Wilson	Emails regarding call to discuss extension and title objection letter.
15-Sep-23	Sara-Ann Wilson	Call with Purchaser's counsel. Emails regarding amending agreement and review same. Review response to title insurer.
16-Sep-23	Sara-Ann Wilson	Review email from Charles Baverman and revised amending agreement.
18-Sep-23	Sara-Ann Wilson	Review emails from Allan Rutman regarding title objections. Review revised second extension agreement and emails regarding same. Receipt of executed second extension agreement.
21-Sep-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman.
25-Sep-23	Sara-Ann Wilson	Receipt of authorization form from Leslie Smith and review emails regarding same.
26-Sep-23	Sara-Ann Wilson	Meeting with Allan Rutman to notarize documentation and update on status of sale. Review email from Leslie Smith regarding title objection letter.
26-Sep-23	Kenneth Kraft	Email from Receiver and meet with Allan and Sudanshu to discuss current offers and next steps in sale process.

DENTONS CANADA LLP

INVOICE 3791931

Zeifman Partners Inc.

Page 4 of 4

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	7.2	850.00	6,120.00
Total	7.4		\$6,340.00

TOTAL PROFESSIONAL FEES \$ **6,340.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 190.20

TOTAL TAXABLE OTHER FEES/CHARGES \$ **190.20**

TOTAL OTHER FEES/CHARGES 190.20

TOTAL FEES AND OTHER FEES/CHARGES \$ **6,530.20**

TAXES

HST (13.0%) on Professional Fees of \$6,340.00 \$ 824.20

HST (13.0%) on Taxable Disbursements of \$190.20 24.73

TOTAL TAXES 848.93

TOTAL AMOUNT DUE \$ **7,379.13** CAD



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3798970

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
October 31, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Professional Fees	\$	500.00
Other Fees/Charges		15.00
		<hr/>
HST (13.0%) on \$515.00		66.95
		<hr/>
Total Amount Due	\$	<u>581.95</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3798970

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3798970

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
13-Oct-23	Sara-Ann Wilson	Review and respond to email from Allan Rutman regarding Hillmount financing extension. Review previous orders approving financing. Review email from Ken Kraft.
13-Oct-23	Kenneth Kraft	Update discussion with Sara-Ann Wilson and exchanges related to extension of Hillmount financing.
19-Oct-23	Kenneth Kraft	Call with Jim Irving.
23-Oct-23	Sara-Ann Wilson	Review email from Michael Katzman. Emails regarding response to Michael Katzman. Emails regarding service list and instructions regarding same.
23-Oct-23	Kenneth Kraft	Emails related to requested update from certain stakeholders.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.3	1,100.00	330.00
Sara-Ann Wilson	0.2	850.00	170.00
Total	0.5		\$500.00

TOTAL PROFESSIONAL FEES \$ **500.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 15.00

TOTAL TAXABLE OTHER FEES/CHARGES \$ **15.00**

TOTAL OTHER FEES/CHARGES 15.00

TOTAL FEES AND OTHER FEES/CHARGES \$ **515.00**

TAXES

HST (13.0%) on Professional Fees of \$500.00 \$ 65.00

HST (13.0%) on Taxable Disbursements of \$15.00 1.95

TOTAL TAXES 66.95

TOTAL AMOUNT DUE \$ **581.95 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3805816

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
November 30, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
**Re: "Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC".**

Professional Fees	\$	560.00
Other Fees/Charges & Disbursements		1,114.72
		<hr/>
HST (13.0%) on \$1,674.72		217.71
		<hr/>
Total Amount Due	\$	<u>1,892.43</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3805816

Zeifman Partners Inc.

Page 2 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Payment Options:	
<p><u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p><u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p><u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p><u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p><u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP

INVOICE 3805816

Zeifman Partners Inc.

Page 3 of 3

Re: "Receivership of Legacy Lifestyle Trailwinds Limited Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy Lifestyle Trailwinds Property LLC".

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
06-Nov-23	Sara-Ann Wilson	Review email from Jim Irving regarding status conference and email from Ken Kraft.
07-Nov-23	Sara-Ann Wilson	Review and consider various emails regarding funding extension.
07-Nov-23	Kenneth Kraft	Prepare for and attend US Ch. 15 status hearing and follow up call with Jim Irving.
16-Nov-23	Sara-Ann Wilson	Review email from Allan Rutman and attached letter regarding approvals.
16-Nov-23	Kenneth Kraft	Update from proposed purchaser on steps to move forward.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	0.4	850.00	340.00
Total	0.6		\$560.00

TOTAL PROFESSIONAL FEES \$ **560.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 16.80

TOTAL TAXABLE OTHER FEES/CHARGES \$ **16.80**

TAXABLE DISBURSEMENTS

Dentons US LLP \$ 1,097.92

TOTAL TAXABLE DISBURSEMENTS \$ **1,097.92**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 1,114.72

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ **1,674.72**

TAXES

HST (13.0%) on Professional Fees of \$560.00 \$ 72.80

HST (13.0%) on Taxable Disbursements of \$1,114.72 144.91

TOTAL TAXES 217.71

TOTAL AMOUNT DUE \$ **1,892.43 CAD**



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

T 416 863 4511
F 416 863 4592

dentons.com

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto ON M6A 1Y7

Attention: Allan Rutman
Partner

INVOICE # 3815085

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
December 31, 2023	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Professional Fees	\$	985.00
Other Fees/Charges		29.55
		<hr/>
HST (13.0%) on \$1,014.55		131.89
		<hr/>
Total Amount Due	\$	<u>1,146.44</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP

INVOICE 3815085

Zeifman Partners Inc.

Page 2 of 3

Re: Receivership of Legacy Lifestyle Trailwinds Limited

Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy

Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

DENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

INVOICE 3815085

Page 3 of 3

Matter # 584164-000009

Invoice Detail

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

Date	Timekeeper	Description of Work
13-Dec-23	Sara-Ann Wilson	Review email from Charles Baverman and emails to and from Allan Rutman.
14-Dec-23	Sara-Ann Wilson	Call with Allan Rutman and internal discussions. Emails regarding extension.
16-Dec-23	Sara-Ann Wilson	Review emails from Michael Katzman and Allan Rutman. Draft responding email to Michael Katzman.
17-Dec-23	Sara-Ann Wilson	Review and respond to emails from Allan Rutman. Review update in respect of sale process.
17-Dec-23	Kenneth Kraft	Exchange emails related to Michael Katzman request and consider overall creditor update.
21-Dec-23	Kenneth Kraft	Update email on due diligence extension.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,100.00	220.00
Sara-Ann Wilson	0.9	850.00	765.00
Total	1.1		\$985.00

TOTAL PROFESSIONAL FEES **\$ 985.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 29.55

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 29.55**

TOTAL OTHER FEES/CHARGES 29.55

TOTAL FEES AND OTHER FEES/CHARGES **\$ 1,014.55**

TAXES

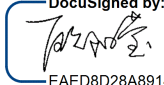
HST (13.0%) on Professional Fees of \$985.00 \$ 128.05

HST (13.0%) on Taxable Disbursements of \$29.55 3.84

TOTAL TAXES 131.89

TOTAL AMOUNT DUE **\$ 1,146.44 CAD**

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

EXHIBIT "F"**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP****The Period of May 1, 2023, to December 31, 2023*****Longleaf Property***

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
May 31, 2023	3764964	6,985.00	209.55	935.29	7.6	975.00	8,129.84
June 30, 2023	3772803	3,056.50	91.70	409.27	3.3	1,018.33	3,557.47
July 31, 2023	3778945	365.00	10.95	48.87	0.4	975.00	424.82
August 31, 2023	3784892	1,460.00	43.80	195.49	1.6	975.00	1,699.29
September 30, 2023	3791927	475.00	14.25	63.60	0.5	975.00	552.85
October 31, 2023	3798963	670.00	20.10	89.71	0.7	975.00	779.81
November 30, 2023	3805811	500.00	15.00	66.95	0.5	975.00	581.95
December 31, 2023	3815072	280.00	8.40	37.49	0.3	975.00	325.89
Totals:		\$13,791.50	\$ 483.05	\$1,846.67	14.9	\$ 980.42	\$16,051.92

Summerlin Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
May 31, 2023	3764965	6,985.00	209.55	935.29	7.6	975.00	8,129.84
June 30, 2023	3772804	3,056.50	91.70	409.27	3.3	1,018.33	3,557.47
July 31, 2023	3778946	365.00	10.95	48.87	0.4	975.00	424.82
August 31, 2023	3784893	1,460.00	43.80	195.49	1.6	975.00	1,699.29
September 30, 2023	3791928	475.00	14.25	63.60	0.5	975.00	552.85
October 31, 2023	3798964	780.00	23.40	104.44	0.8	975.00	907.84
November 30, 2023	3805812	500.00	15.00	66.95	0.5	975.00	581.95
December 31, 2023	3815077	280.00	8.40	37.49	0.3	975.00	325.89
Totals:		\$13,901.50	\$ 417.05	\$1,861.40	15	\$ 980.42	\$16,179.95

Destin Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
May 31, 2023	3764967	6,985.00	209.55	935.29	7.6	975.00	8,129.84
June 30, 2023	3772805	3,056.50	91.70	409.27	3.3	1,018.33	3,557.47
July 31, 2023	3778947	365.00	10.95	48.87	0.4	975.00	424.82
August 31, 2023	3784894	1,460.00	43.80	195.49	1.6	975.00	1,699.29
September 30, 2023	3791929	1,960.00	58.80	262.44	2.1	975.00	2,281.24
October 31, 2023	3798965	5,845.00	175.35	782.65	6.2	975.00	6,803.00
November 30, 2023	3805813	950.00	772.90	223.90	1.0	975.00	1,946.15
December 31, 2023	3815082	280.00	8.40	37.49	0.3	975.00	325.89
Totals:		\$20,901.50	\$1,371.45	\$2,895.40	22.5	\$ 980.42	\$25,167.70

Ocoee Property

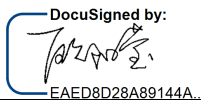
Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
May 31, 2023	3764968	6,985.00	209.55	935.29	7.6	975.00	8,129.84
June 30, 2023	3772806	3,056.50	91.70	409.27	3.3	1,018.33	3,557.47
July 31, 2023	3778948	365.00	10.95	48.87	0.4	975.00	424.82
August 31, 2023	3784895	1,460.00	43.80	195.49	1.6	975.00	1,699.29
September 30, 2023	3791930	475.00	14.25	63.60	0.5	975.00	552.85
October 31, 2023	3798968	780.00	23.40	104.44	0.8	975.00	907.84
November 30, 2023	3805815	280.00	8.40	37.49	0.3	975.00	325.89
December 31, 2023	3815083	280.00	8.40	37.49	0.3	975.00	325.89
Totals:		\$13,681.50	\$ 410.45	\$1,831.94	14.8	\$ 980.42	\$15,923.89

Trailwinds Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
May 31, 2023	3764971	10,040.00	301.20	1,344.36	10.9	975.00	11,685.56
June 30, 2023	3772807	3,181.50	95.45	426.01	3.3	1,018.33	3,702.96
July 31, 2023	3778949	170.00	5.10	22.76	0.2	850.00	197.86
August 31, 2023	3784897	805.00	24.15	107.79	0.8	975.00	936.94
September 30, 2023	3791931	6,340.00	190.20	848.93	7.4	975.00	7,379.13
October 31, 2023	3798970	500.00	15.00	66.95	0.5	975.00	581.95
November 30, 2023	3805816	560.00	1,114.72	217.71	0.6	975.00	1,892.43
December 31, 2023	3815085	985.00	29.55	131.89	1.1	975.00	1,146.44
Totals:		\$22,581.50	\$1,775.37	\$3,166.40	24.8	\$ 964.79	\$27,523.27

Property	Fees	Disbursements	HST	Total
Longleaf	\$13,791.50	\$ 483.05	\$1,846.67	\$16,051.92
Summerlin	\$13,901.50	\$ 417.05	\$1,861.40	\$16,179.95
Destin	\$20,901.50	\$1,371.45	\$2,895.40	\$25,167.70
Ocoee	\$13,681.50	\$ 410.45	\$1,831.94	\$15,923.89
Trailwinds	\$22,581.50	\$1,775.37	\$3,166.40	\$27,523.27
Total:	\$84,857.50	\$4,457.37	\$11,601.81	\$100,846.73

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 9th DAY OF JANUARY, 2024.

DocuSigned by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

EXHIBIT “G”**Standard Billing Rates of Dentons Canada LLP
The Period of May 1, 2023, to December 31, 2023**

	<u>2023 Rate</u>	<u>Year of Call</u>
Kenneth Kraft	\$1,100.00	1991
Sara-Ann Wilson	\$850.00	2008
Yves St-Cyr	\$1,105.00	2011 (ON) 1987 (QB)

Court File No. CV-22-00674717-00CL& CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.
Defendants

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

BERKID INVESTMENTS LIMITED
Plaintiff

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

and

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF KENNETH KRAFT

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

Lawyers for Zeifman Partners Inc., in its capacity as Court-appointed Receiver

Confidential Appendix “1”
to the Third Report of the Receiver

REDACTED

Confidential Appendix “2”
to the Third Report of the Receiver

REDACTED

Confidential Appendix “3”
to the Third Report of the Receiver

REDACTED

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

THIRD REPORT OF THE RECEIVER

DENTONS CANADA LLP

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

*Lawyers for Zeitfman Partners Inc., in its capacity as
Court-appointed Receiver*

Tab 3

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	TUESDAY, THE 23rd
)	
JUSTICE KIMMEL)	DAY OF JANUARY, 2024

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
 INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
 TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
 PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
 BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
 AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
 INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
 LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
 INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
 LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
 PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
 CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

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

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

**APPROVAL AND VESTING ORDER
(Destin Property)**

THIS MOTION, made by Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC (“**Destin Property LLC**”), Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by a real estate purchase and sale agreement (the “**Sale Agreement**”) between the Receiver and The School Board of Okaloosa County, Florida (the “**Purchaser**”), dated October 9, 2023 and appended to the Third Report of the Receiver dated January 12, 2024 (the “**Third**

Report"), and vesting in the Purchaser the right, title and interest of Destin Property LLC in and to the real property located at 401 Beach Drive, Destin, Okaloosa County, Florida, 32548, identified as Parcel ID No. 00-2S-22-0000-0071-0000, as more particularly described on Exhibit "A" to the Sale Agreement (the "**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, and any other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby ratified and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, the conveyance of the Property to the Purchaser, and the discharge of all Encumbrances (defined herein).
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of Destin Property LLC's right, title and interest in and to the Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended Order of the Honourable Justice Conway, dated February 11, 2022, as amended; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the

"Encumbrances", which term shall not include any Permitted Encumbrances (as defined in the Sale Agreement)) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property upon delivery of the Receiver's Certificate.

4. **THIS COURT ORDERS** that, for the avoidance of doubt, the Receiver is hereby authorized and directed to take such steps and execute such documents as may be necessary or desirable to discharge the following mortgages from title to the Property:

- (a) mortgage granted to Hillmount Capital Inc. ("**Hillmount**") pursuant to the Mortgage and Security Agreement, dated May 23, 2022, recorded on May 26, 2022, in Clerk's Instrument #3553207 of the Public Records of Okaloosa County, Florida (the "**Hillmount Mortgage**"), as amended; and
- (b) mortgage granted to Legacy Lifestyles Destin LP, recorded on June 1, 2016, in the Public Records of Okaloosa County, Florida, as amended, which mortgage shall be discharged without payment or other consideration paid to the mortgagee on discharge.

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

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, on the closing of the Transaction, to distribute to Hillmount that portion of the net proceeds from the sale of the Property required to pay in full and discharge the Hillmount Mortgage, as detailed on a payout statement issued by Hillmount.

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

8. **THIS COURT ORDERS** that, notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of any of the Debtors;

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

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order. Specifically, and for the avoidance of doubt, the Receiver is hereby authorized as the Foreign Representative in the jointly administered cases proceeding as *In re Legacy Lifestyles Destin LP, et al.*, Chapter 15 Bankruptcy Case No. 22-01246 before the United States Bankruptcy Court for the Middle District of Florida to seek entry of an order authorizing the effectiveness of this Order within the United States and the sale of the Property free and clear of liens, claims and encumbrances pursuant to sections 105(a), 363(b), 363(f) and 1521(a)(7) of title 11 of the United States Code.

SEALING

10. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices from the Third Report and that the Confidential Appendices be sealed from the public record until the closing of Transaction (as defined in the Third Report) or further order of the Court.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)****BETWEEN:****BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

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

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Amended Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**"), dated February 11, 2022, Zeifman Partners Inc. was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC ("**Destin Property LLC**"), Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

B. Pursuant to an Order of the Court, dated January 23, 2023, the Court approved the real estate purchase and sale agreement (the "**Sale Agreement**"), dated October 9, 2023, between the Receiver and The School Board of Okaloosa County, Florida (the "**Purchaser**") and provided for the vesting in the Purchaser of Destin Property LLC's right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property payable on Closing pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

ZEIFMAN PARTNERS INC., in its capacity as Receiver of the undertaking, property and assets of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, and not in its personal or corporate capacity

Per: _____

Name:

Title:

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

DENTONS CANADA LLP

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*

Tab 4

Revised: January 21, 2014

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE #23rd
 JUSTICE KIMMEL)
) DAY OF ~~MONTH~~JANUARY, ~~20YR~~2024

~~BETWEEN~~BETWEEN:

~~PLAINTIFF~~

BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN AND GREGORY IP

~~Plaintiff~~Plaintiffs

- and -

~~DEFENDANT~~

HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT

~~Defendant~~

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP

Applicants

- and -

LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC

Respondents

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

APPROVAL AND VESTING ORDER
(Destin Property)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Zeifman Partners Inc., in its capacity as the ~~Court-appointed~~ court-appointed receiver (the "~~Receiver~~") ~~of the undertaking, property and assets of [DEBTOR] (the "Debtor"~~ "**Receiver**") of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC ("Destin Property LLC"), Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the "Debtors") for an order approving the sale transaction (the "**Transaction**") contemplated by ~~an agreement of a~~ real estate purchase and sale agreement (the "**Sale Agreement**") between the Receiver and ~~[NAME OF PURCHASER]~~ The School Board of

Okaloosa County, Florida (the "**Purchaser**"), dated ~~[DATE]~~October 9, 2023 and appended to the Third Report of the Receiver dated ~~[DATE]~~January 12, 2024 (the "**Third Report**"), and vesting in the Purchaser the ~~Debtor's~~ right, title and interest ~~in and to the assets described in~~ of Destin Property LLC in and to the real property located at 401 Beach Drive, Destin, Okaloosa County, Florida, 32548, identified as Parcel ID No. 00-2S-22-0000-0071-0000, as more particularly described on Exhibit "A" to the Sale Agreement (the "~~Purchased Assets~~**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby ~~authorized~~ratified and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction ~~and for~~, the conveyance of the ~~Purchased Assets~~Property to the Purchaser, and the discharge of all Encumbrances (defined herein).

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

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

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

23. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of ~~the Debtor's~~ Destin Property LLC's right, title and interest in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (~~collectively, the "Claims"~~⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended Order of the Honourable Justice [NAME] Conway, dated [DATE] February 11, 2022, as amended; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "**Encumbrances**", which term shall not include ~~the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~ any Permitted Encumbrances (as defined in the Sale Agreement)) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~ Property are hereby expunged and discharged as against the ~~Purchased Assets~~ Property upon delivery of the Receiver's Certificate.

34. **THIS COURT ORDERS** that ~~upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act~~

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

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

~~and/or the Land Registration Reform Act]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge, for the avoidance of doubt, the Receiver is hereby authorized and directed to take such steps and execute such documents as may be necessary or desirable to discharge the following mortgages from title to the Real Property all of the Claims listed in Schedule C hereto.:~~

- (a) mortgage granted to Hillmount Capital Inc. (“Hillmount”) pursuant to the Mortgage and Security Agreement, dated May 23, 2022, recorded on May 26, 2022, in Clerk’s Instrument #3553207 of the Public Records of Okaloosa County, Florida (the “Hillmount Mortgage”), as amended; and
- (b) mortgage granted to Legacy Lifestyles Destin LP, recorded on June 1, 2016, in the Public Records of Okaloosa County, Florida, as amended, which mortgage shall be discharged without payment or other consideration paid to the mortgagee on discharge.

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

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

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

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

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, on the closing of the Transaction, to distribute to Hillmount that portion of the net proceeds from the sale of the Property required to pay in full and discharge the Hillmount Mortgage, as detailed on a payout statement issued by Hillmount.

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

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

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

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

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

applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order. Specifically, and for the avoidance of doubt, the Receiver is hereby authorized as the Foreign Representative in the jointly administered cases proceeding as In re Legacy Lifestyles Destin LP, et al., Chapter 15 Bankruptcy Case No. 22-01246 before the United States Bankruptcy Court for the Middle District of Florida to seek entry of an order authorizing the effectiveness of this Order within the United States and the sale of the Property free and clear of liens, claims and encumbrances pursuant to sections 105(a), 363(b), 363(f) and 1521(a)(7) of title 11 of the United States Code.

SEALING

10. THIS COURT ORDERS that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices from the Third Report and that the Confidential Appendices be sealed from the public record until the closing of Transaction (as defined in the Third Report) or further order of the Court.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

~~BETWEEN~~ BETWEEN:

PLAINTIFF

BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN AND GREGORY IP

~~Plaintiff~~ Plaintiffs

- and -

DEFENDANT

HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE SUMMERLIN GP INC, LEGACY LIFESTYLE TRAILWINDS LIMITED PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT

~~Defendant~~

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP

Applicants

- and -

LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC

Respondents

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Amended Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Conway of the Ontario Superior Court of Justice (the "Court"), dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ February 11, 2022, Zeifman Partners Inc. was appointed as the receiver (the "Receiver") of the ~~undertaking, property and assets of [DEBTOR] (the “Debtor”).~~ assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC (“Destin Property LLC”), Legacy Lifestyles Trailwinds

Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

B. Pursuant to an Order of the Court, dated ~~[DATE]~~ January 23, 2023, the Court approved the ~~agreement of~~ real estate purchase and sale ~~made as of [DATE OF AGREEMENT]~~ agreement (the "**Sale Agreement**"), dated October 9, 2023, between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~ and The School Board of Okaloosa County, Florida (the "**Purchaser**") and provided for the vesting in the Purchaser of ~~the Debtor's~~ Destin Property LLC's right, title and interest in and to the ~~Purchased Assets~~ Property, which vesting is to be effective with respect to the ~~Purchased Assets~~ Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~ Property; (ii) that the conditions to Closing as set out in ~~section • of the~~ Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

~~[NAME OF RECEIVER]~~ZEIFMAN PARTNERS INC., in its capacity as Receiver of the undertaking, property and assets of ~~[DEBTOR]~~Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, and not in its personal or corporate capacity

Per: _____

Name:

Title:

D INVESTMENTS LIMITED

and

Court File No. CV-21-0

HUNTER MIL

Y LIFESTYLES DESTIN LP, et al.

and

Court File No. CV-22-0

LEGACY LIFESTYLES DESTIN PROPER

nts

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

DENTONS CANADA LLP

77 King Street West, Suite 400

Toronto-Dominion Centre

Toronto, ON M5K 0A1

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

Lawyers for Zeifman Partners Inc., in its capacity

Court-appointed Receiver

Schedule B—Purchased Assets

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

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 1/12/2024 10:41:39 AM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\campbellam\OneDrive - Dentons\Documents\AB, BC and CL Model Orders\approval-and-vesting-order-EN.doc	
Modified DMS: iw://WORKSITE.CA.DENTONS.COM/NATDOCS/75874230/3	
Changes:	
Add	131
Delete	125
Move From	2
Move To	2
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	261

Tab 5

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

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

THE HONOURABLE) TUESDAY, THE 23rd
)
JUSTICE KIMMEL) DAY OF JANUARY, 2024

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

Court File No. CV-22-00674717-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and -

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

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

ORDER

THIS MOTION made by the Zeifman Partners Inc. as receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, appointed pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”), for an order approving the fees and disbursements of the Receiver and its counsel and granting certain other relief was heard this day by judicial videoconference via Zoom.

ON READING the Third Report of the Receiver dated January 12, 2024 (the “**Third Report**”), the affidavit of Allan Rutman affirmed January 8, 2024 (the “**Rutman Affidavit**”), the affidavit of Kenneth Kraft affirmed January 9, 2024 (the “**Kraft Affidavit**”), and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as were present:

SERVICED

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

RECEIVER’S ACTIVITIES AND R&D

2. **THIS COURT ORDERS** that the Third Report and the activities and conduct of the Receiver as described therein, be and are hereby approved.

3. **THIS COURT ORDERS** that the Receiver’s interim statement of receipts and disbursements, for period from February 11, 2022 to January 4, 2024, be and is hereby approved.

FEES

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from May 1, 2023 to December 31, 2023, and its counsel, for the period from May 1, 2023 to December 31, 2023, as set out in the Third Report, the Rutman Affidavit and the Kraft Affidavit, be and are hereby approved.

FUNDING OF THE RECEIVERSHIP

5. **THIS COURT ORDERS** that paragraph 29 of the Receivership Order, as amended by the Order of the Honourable Justice Kimmel, dated September 20, 2022, be and is hereby amended by deleting “\$4,231,845 USD” and inserting “\$4,531,845 USD”. All other provisions of the Receivership Order, as amended, shall remain in full force and effect, unamended hereby.

6. **THIS COURT ORDERS** that the Term Sheet Renewal and Amendment, dated January 9, 2024 (the “**Term Sheet Renewal**”), attached as Appendix “M” to the Third Report, be and is hereby approved and the Receiver is hereby authorized and directed to execute the Term Sheet

Renewal, with such minor amendments as the Receiver may deem necessary, and such additional documents as may be necessary or desirable to amend the related loan and mortgage documentation.

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

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

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: (416) 863-4402

sara.wilson@dentons.com

Lawyers for Zeifman Partners Inc., in its capacity as Court-appointed Receiver

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

(returnable January 23, 2024)

DENTONS CANADA LLP

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

Kenneth Kraft (LSO # 31919P)

Tel: 416-863-4374

Fax: 416 863-4592

kenneth.kraft@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

*Lawyers for Zeifman Partners Inc., in its capacity as Court-
appointed Receiver*