

2. **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 closing of the Transaction, all of Trailwinds Property LLC's right, title and interest in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴Property 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~~) and, for greater certainty, this Court orders that upon the closing of the Transaction all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Property are hereby expunged and discharged as against the ~~Purchased Assets~~Property.

3. **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~~

⁴To 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.

⁵The "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 June 2, 2022, in Clerk’s Instrument #202260028494 of the Public Records of Sumter County, Florida (the “Hillmount Mortgage”), as amended; and
- (b) mortgage granted to Legacy Lifestyles Trailwinds LP, dated May 15, 2017, recorded on May 23, 2017 in the Public Records of Sumter County, Florida, which mortgage shall be discharged without payment or other consideration paid to the mortgagee on discharge.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, 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~~Time of Closing (as defined in the Sale Agreement) 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.~~

5. **THIS COURT ORDERS** ~~AND DIRECTS~~ that the Receiver ~~to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.~~ 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.

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.~~ **AND DIRECTS** the Receiver to file with the Court a certificate confirming that the Transaction has closed, forthwith after the closing of the Transaction.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~ Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~ Debtors;

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).~~

98. 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.

Revised: January 21, 2014

Schedule A—Form of Receiver's Certificate

Court File No. _____

ONTARIO**SUPERIOR COURT OF JUSTICE****COMMERCIAL LIST****BETWEEN:****PLAINTIFF**

Plaintiff

—and—

DEFENDANT

Defendant

RECEIVER'S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 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 payable on the Closing Date pursuant to the Sale Agreement;~~
- ~~2. The conditions to Closing as set out in section 1 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], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

Per: _____

Name: _____

Title: _____

Court File No. CV-22-00674717-00CL& CV-21-006

Court File No. CV-21-006

INVESTMENTS LIMITED

and

HUNTER MILBO

Court File No. CV-22-006

LIFESTYLES DESTIN LP, et al.

and

LEGACY LIFESTYLES DESTIN PROPERTY

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORO
APPROVAL AND VESTING OR
(Trailwinds Property)

DENTONS CANADA LLP77 King Street West, Suite 400Toronto-Dominion CentreToronto, ON M5K 0A1**Kenneth Kraft (LSO # 31919P)**Tel: 416-863-4374Fax: 416 863-4592kenneth.kraft@dentons.com**Sara-Ann Wilson (LSO # 56016C)**Tel: 416-863-4402sara.wilson@dentons.comLawyers for Zeifman Partners Inc., in its capacity as
Court-appointed Receiver

~~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 6/17/2024 9:33:37 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/78826230/2	
Changes:	
<u>Add</u>	82
Delete	118
Move From	4
<u>Move To</u>	4
<u>Table Insert</u>	1
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	210

Tab 7

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)	WEDNESDAY, THE 26th
)	
JUSTICE STEELE)	DAY OF JUNE, 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

**CLAIMS PROCEDURE ORDER
(Trailwinds)**

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, 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 Claims Procedure in respect of the Trailwinds Debtors (each as defined herein) and granting certain related relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report of the Receiver, dated June 17, 2024 (the “**Fifth Report**”), the affidavit of Allan Rutman affirmed June 4, 2024, the affidavit of Kenneth Kraft affirmed June 14, 2024, the Factum of the Receiver dated June ●, 2024, and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as 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 ● sworn ●, 2024, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service and notice of this Motion is abridged and validated such that this Motion is properly returnable today, without further service or notice thereof.

INTERPRETATION

2. **THIS COURT ORDERS** that, for the purposes of this Claims Procedure Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“BIA”** means the *Bankruptcy and Insolvency Act* (Canada);
- (b) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) **“Claim”** means any right or claim of any Person against one or more of the Trailwinds Debtors, other than an Excluded Claim, whether or not asserted in connection with any indebtedness, liability or obligation of any kind, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future;

- (d) **“Claim Document Package”** means a document package that contains a copy of the Instruction Letter, the Notice to Creditors, the Proof of Claim or a Claim Statement and Notice of Dispute, as applicable, and such other materials as the Receiver may consider appropriate;
- (e) **“Claim Statement”** means a Claim Statement, substantially in the form attached hereto as **Schedule “C”**.
- (f) **“Claims Bar Date”** means 5:00 p.m. on August 16, 2024, or such other date as may be ordered by the Court;
- (g) **“Claims Procedure”** means the procedures set out in this Order for identifying and determining Claims against the Trailwinds Debtors;
- (h) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (i) **“Creditor”** means any Person having or asserting a Claim;
- (j) **“Debtors”** has the meaning set forth in the first paragraph of this Order;
- (k) **“Trailwinds Debtors”** means, collectively, Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc. and Legacy Lifestyles Trailwinds Property LLC;
- (l) **“Equity Claim”** has the meaning set forth in Section 2 of the BIA;
- (m) **“Excluded Claim”** means:
 - (i) any Equity Claim;
 - (ii) any Claim against Legacy Lifestyles Trailwinds Property LLC that is subordinate to the mortgage granted to Legacy Lifestyles Trailwinds LP, dated May 15, 2017 and recorded on May 23, 2017, in the Public Records of Sumter County, Florida, as amended;
 - (iii) any Claim secured by the Receivership Charges; and

- (iv) any Claims of the Debtors against any of the Trailwinds Debtors;
- (b) **“Instruction Letter”** means the instruction letter to Creditors, substantially in the form attached as **Schedule “A”** hereto, regarding completion by Creditors of the Proof of Claim and Notice of Dispute;
- (c) **“Known Claim”** has the meaning set forth in paragraph 13 of this Claims Procedure Order;
- (d) **“Known Creditor”** means each Person that the books and records of the Debtors disclose are owed money by one or more of the Trailwinds Debtors as of the date of the Receivership Order, where such monies remain unpaid in full or part as of the date of this Order;
- (e) **“Notice of Dispute”** means a notice, substantially in the form attached hereto as **Schedule “D”**;
- (f) **“Notice of Revision or Disallowance”** means a notice, substantially in the form attached hereto as **Schedule “F”**;
- (g) **“Notice to Creditors”** means the notice to Creditors for publication, substantially in the form attached as **Schedule “B”** hereto;
- (h) **“Person”** means, without limitation, any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status and whether acting on their own or in a representative capacity;
- (i) **“Proof of Claim”** means a Proof of Claim, substantially in the form attached hereto as **Schedule “E”**;
- (j) **“Proven Claim”** means the amount of a Claim of a Creditor as finally determined in accordance with this Claims Procedure Order;

- (k) **“Receivership Charges”** means the Receiver’s Charge and the Receiver’s Borrowings Charge (each as defined in the Receivership Order) and any other Court-ordered charge that may be granted over the property of the Trailwinds Debtors by the Court; and
- (l) **“Receivership Order”** means the Amended Order of the Court, dated February 11, 2022, appointing the Receiver.

GENERAL PROVISIONS

- 2. **THIS COURT ORDERS** that all references to time herein shall mean Toronto time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
- 3. **THIS COURT ORDERS** that the Claims Procedure and the forms of Instruction Letter, Notice to Creditors, Proof of Claim, Claim Statement, Notice of Dispute and Notice of Revision or Disallowance are hereby approved. Notwithstanding the foregoing, the Receiver may make minor changes to the forms as the Receiver, in its sole discretion, may consider necessary or desirable.
- 4. **THIS COURT ORDERS** that the Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Procedure Order as to completion, execution and submission of such forms and to request any further documentation from a Creditor that the Receiver may require.
- 5. **THIS COURT ORDERS** that all Claims shall be denominated in United States dollars. Any Claims denominated in a currency other than United States dollars shall be converted to United States dollars at the Federal Reserve Board daily average exchange rate on the Claims Bar Date.
- 6. **THIS COURT ORDERS** that this Claims Procedure Order shall not affect Excluded Claims.

7. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order, shall administer the Claims Procedure provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

8. **THIS COURT ORDERS** that the Receiver (i) shall have all protections afforded to it by the *Bankruptcy and Insolvency Act* (Canada), the Receivership Order, any other Orders of the Court in these proceedings and other applicable law in connection with its activities in respect of this Claims Procedure Order; and (ii) shall incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, other than in respect of gross negligence or wilful misconduct.

9. **THIS COURT ORDERS** that the Debtors and their employees, agents and representatives and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Receiver in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

NOTICE TO CREDITORS

10. **THIS COURT ORDERS** that the Receiver shall, as soon as reasonably practical following the granting of the Claims Procedure Order:

- (a) cause to be published the Notice to Creditors in The National Post and such other publications as the Receiver may in its discretion determine are appropriate;
- (b) post a copy of this Claims Procedure Order and the Claim Document Package on its website; and
- (c) send a copy of the Claim Document Package to every Known Creditor and each Person that requests such material in writing.

11. **THIS COURT ORDERS** that the Receiver shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of the Debtors regarding the Known Creditors and the review of the Proof(s) of Claim. For greater certainty, the Receiver shall have no liability in respect of the information provided to it or otherwise obtained by it regarding

the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.

PROOFS OF CLAIM

12. **THIS COURT ORDERS** that, subject to paragraphs 13 to 17 below, every Creditor asserting a Claim against one or more of the Trailwinds Debtors shall set out its aggregate Claim in a Proof of Claim, attach all supporting documentation to the Proof of Claim, and deliver that Proof of Claim to the Receiver so that it is actually received by the Receiver by no later than the Claims Bar Date.

CLAIM STATEMENT

13. **THIS COURT ORDERS** that the Receiver may deliver a Claim Statement to a Creditor by including such Claim Statement in the Claim Document Package delivered to such Creditor. Such Claim Statement shall include a schedule of all Known Claims showing the amount of each Creditor's Claim, as determined by the Receiver based on the books and records of the Debtors (the "**Known Claim**").

14. **THIS COURT ORDERS** that any Creditor who wishes to dispute the amount of the Known Claim set forth in the schedule to the Claim Statement delivered to such Creditor or to assert an additional Claim against the Trailwinds Debtors other than the Known Claim shall be required to deliver a Notice of Dispute to the Receiver so that it is actually received by the Receiver by no later than the later of: (i) the Claims Bar Date; and (ii) fifteen (15) days after such Creditor is deemed to receive the Claim Statement.

15. **THIS COURT ORDERS** that if, after the date on which a Claim Statement is initially delivered to a Creditor, the Receiver determines that it is appropriate to change the amount of the Known Claim set forth in the schedule to such Claim Statement, the Receiver shall cause an amended Claim Statement (an "**Amended Claim Statement**") to be delivered to such Creditor, which Amended Claim Statement and the revised Known Claim specified therein shall thereafter supersede any previous Claim Statement delivered to such Creditor. If the Creditor wishes to dispute the amount of the Known Claim set forth in the Amended Claim Statement, such Creditor shall be required to deliver a Notice of Dispute so that it is actually received by the Receiver on or

before the later of: (i) the Claims Bar Date; and (ii) fifteen (15) days after such Creditor is deemed to receive the Amended Claim Statement.

16. **THIS COURT ORDERS** that any Creditor who does not dispute the amount of the Known Claim set forth in the schedule to the Claim Statement or Amended Claim Statement, as applicable, delivered to such Creditor is not required to take any further action and the Claim of such Creditor shall be deemed to be the amount of the Known Claim set forth in the schedule to the Claim Statement or Amended Claim Statement, as applicable.

17. **THIS COURT ORDERS** that if Creditor does not deliver a Notice of Dispute in respect of a Claim Statement or an Amended Claim Statement, if applicable, pursuant to the terms of this Claims Procedure Order:

- (a) the Known Claim of such Creditor as set out in the schedule to the Claim Statement or Amended Claim Statement, as applicable, shall be deemed to be the Proven Claim of the Creditor and will be final and binding on the Creditor for all purposes;
- (b) the Creditor will be barred from disputing the amount of the Known Claim set forth in the schedule to the Claim Statement or Amended Claim Statement, as applicable; and
- (c) any Claim of the Creditor against the Trailwinds Debtors of a different nature or in excess of the amount specified in the schedule to the Claim Statement or Amended Claim Statement, as applicable, shall be forever barred and extinguished.

CLAIMS BARRED

18. **THIS COURT ORDERS** that, subject to paragraphs 13 to 17, any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Receiver on or before the Claims Bar Date:

- (a) shall not be entitled to receive any distribution in respect of such Claim; and

- (b) shall be forever barred from making or enforcing such Claim against the Trailwinds Debtors and such Claim shall be hereby extinguished without any further act or notification.

SET OFF

19. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall affect any right of set-off which the Trailwinds Debtors may have against any Creditor.

TRANSFER OF CLAIMS

20. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Receiver shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Receiver and the Receiver has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the “Creditor” in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Receiver acknowledging such assignment or transfer. After the Receiver has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Receiver shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Trailwinds Debtors may be entitled with respect to such Claim. A transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Trailwinds Debtors. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

DETERMINATION OF CLAIMS

21. **THIS COURT ORDERS** that, subject to the terms of this Claims Procedure Order, the Receiver shall review all Proofs of Claim and Notices of Dispute and may:

- (a) request additional information from a Creditor and/or the Debtors to assist with such review and assessment;
- (b) request that a Creditor file a revised Proof of Claim or Notice of Dispute;
- (c) attempt to resolve and settle any issue arising in a Proof of Claim, Claim Statement, Amended Claim Statement or Notice of Dispute;
- (d) accept (in whole or in part) the amount of any Claim and notify the Creditor in writing; and
- (e) revise or disallow (in whole or in part) the amount of any Claim by delivering a Notice of Revision or Disallowance to such Creditor.

22. **THIS COURT ORDERS** that the following Claims shall constitute a Proven Claim:

- (a) any Claim that is accepted or deemed accepted by the Receiver pursuant to the terms of this Claims Procedure Order; and
- (b) any Known Claim of a Creditor that received a Claim Statement and does not file a Notice of Dispute pursuant to the terms of this Claims Procedure Order.

23. **THIS COURT ORDERS** that if a Creditor intends to dispute its Claim as set out in a Notice of Revision or Disallowance, the Creditor shall deliver to the Receiver an objection (the “**Objection**”) in writing (setting out the grounds for the Objection) no later than 5:00 p.m. (Toronto time) on the day that is fifteen (15) days from deemed receipt by the Creditor of a Notice of Revision or Disallowance.

24. **THIS COURT ORDERS** that the Receiver shall attempt to resolve any Objections received pursuant to this Claims Procedure Order and in the event an Objection cannot be resolved the Receiver or the Creditor may file a motion with this Court, with service on the service list, for determination of the Claim in dispute.

25. **THIS COURT ORDERS** that if a Creditor in receipt of a Notice of Revision or Disallowance fails to deliver an Objection in accordance with this Order:

- (a) where the entire Claim is disallowed, such Creditor:
 - (i) shall not be entitled to receive any distribution in these proceedings; and
 - (ii) shall be forever barred from making or enforcing such Claim against the Trailwinds Debtors;
- (b) where the Claim has been revised, the Claim shall be deemed accepted in the revised amount set out in the Notice of Revision or Disallowance, such Creditor shall be forever barred from making or enforcing any Claim against the Trailwinds Debtors greater than the revised amount and the amount of the Claim reduced by the revision will be forever extinguished.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claim Document Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of the Debtors or set out in such Creditor's Proof of Claim or Notice of Dispute, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Canada, and the fifth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

27. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Receiver under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Attn: Allan Rutman
Tel: 416-256-4005 / 416-861-1487
Email: aar@zeifmans.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

28. **THIS COURT ORDERS** that the publication of the Notice to Creditors and the mailing of the Claim Document Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the Claims Procedure described herein.

29. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Receiver shall serve notice of such amendment on the Service List in these proceedings and the Receiver shall post such further Order on the Receiver's website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

GENERAL

30. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of its powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

31. **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 Claims Procedure Order and to assist the Receiver and its agents in carrying out the terms of this Claims Procedure 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 Claims Procedure Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order.

32. **THIS COURT ORDERS** that this Claims Procedure Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Claims Procedure Order.

SCHEDULE “A”**INSTRUCTION LETTER****LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE****A. CLAIMS PROCEDURE**

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated June 26, 2024 (the “**Claims Procedure Order**”), Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Trailwinds LP, et al., has been authorized to conduct a Claims Procedure with respect to Claims against the following entities (collectively, the “**Trailwinds Debtors**”):

- (i) Legacy Lifestyles Trailwinds LP;
- (ii) Legacy Lifestyles Trailwinds GP Inc.; and
- (iii) Legacy Lifestyles Trailwinds Property LLC.

Unless otherwise defined, all capitalized terms used herein shall have the meanings given to those terms in the Claims Procedure Order.

The Claims Procedure Order, the Claim Document Package, additional Proofs of Claim and related materials may be accessed from the Receiver’s website at: <https://www.zeifmans.ca/current-insolvency-files/legacy-lifestyle/>.

This letter provides instructions for responding to or completing the Proof of Claim or a Notice of Dispute. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claim against one or more of the Trailwinds Debtors. Please review the Claims Procedure Order for the complete definition of a “Claim” to which the Claims Procedure applies.

B. FOR CREDITORS THAT RECEIVE A CLAIM STATEMENT

Certain Creditors will receive a Claim Statement from the Receiver with a schedule specifying the amount of such Creditor’s Claim as determined by the Receiver based on the books and records of the Debtors (the “**Known Claim**”).

If you receive a Claim Statement and you do not dispute the amount of the Known Claim set out in the attached schedule, you are not required to take any further action or to file a Proof of Claim with the Receiver in the Claims Procedure Order.

If you wish to, (i) dispute the amount of the Known Claim set forth in the Claim Statement schedule, or (ii) assert an additional Claim against one or more of the Trailwinds Debtors, you are required to deliver a Notice of Dispute to the Receiver so that it is received by the Receiver before **5:00 p.m. (Toronto Time) on August 16, 2024** (the “**Claims Bar Date**”) unless you received the Claim Statement on or after August 2, 2024, in which case you have fifteen days from deemed receipt of the Claim Statement to deliver a Notice of Dispute.

If a completed Notice of Dispute in respect of a Known Claim is not received by the Receiver within the prescribed time period, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished.

IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT SCHEDULE WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.

Where a Creditor delivers a Notice of Dispute to the Receiver, the Receiver will review the Notice of Dispute and provide to the Creditor a response in writing as to whether the Claim set out in the Notice of Dispute is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

The Claims Procedure Order provides that where a Creditor objects to a Notice of Revision or Disallowance, the Creditor must deliver to the Receiver its objection in writing by prepaid registered mail, courier, personal delivery or email within fifteen (15) days of deemed receipt of the Notice of Revision or Disallowance. The Receiver’s contact information is set out below.

C. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

Unless you have received a Claim Statement, if you believe that you have a Claim against one or more of the Trailwinds Debtors, you must file a Proof of Claim with the Receiver on or before the Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date you shall not be entitled to participate in any distribution in respect of such Claim.

Where a Creditor files a Proof of Claim with the Receiver, the Receiver will review the Proof of Claim and provide to the Creditor a response in writing as to whether the Claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

D. OBJECTION

The Claims Procedure Order provides that where a Creditor objects to a Notice of Revision or Disallowance, the Creditor must deliver to the Receiver its objection in writing by prepaid registered mail, courier, personal delivery or email within fifteen (15) days of deemed receipt of the Notice of Revision or Disallowance.

E. RECEIVER'S CONTACT INFORMATION

All notices and enquiries with respect to the Claims Procedure and all Proofs of Claim and Notices of Dispute should be addressed to:

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

Attn: Allan Rutman
Tel: 416-256-4005 / 416-861-1487
Email: aar@zeifmans.ca

DATED at Toronto, Ontario this ____ day of _____, 2024.

Zeifman Partners Inc., in its capacity as Receiver of Legacy Lifestyles Trailwinds LP, et al.

SCHEDULE “B”**NOTICE TO CREDITORS****LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE****RE: Notice of Call for Claims, Claims Procedure and Claims Bar Date**

NOTICE IS HEREBY GIVEN THAT, by Order of the Ontario Superior Court of Justice (Commercial List), dated June 26, 2024 (the “**Claims Procedure Order**”), Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Trailwinds LP, et al., has been authorized to conduct a claims procedure with respect to claims against the following entities (collectively, the “**Trailwinds Debtors**”):

- (a) Legacy Lifestyles Trailwinds LP;
- (b) Legacy Lifestyles Trailwinds GP Inc.; and
- (c) Legacy Lifestyles Trailwinds Property LLC.

All persons, save and except for any Creditors in receipt of a Claim Statement, wishing to assert a Claim against one or more of the Trailwinds Debtors must file a Proof of Claim with the Receiver.

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on August 16, 2024.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure Order and do not file a Proof of Claim in respect of a Claim by the Claims Bar Date, you shall not be entitled to participate in any distribution in respect of any such Claim.

Any Creditors that receive a Claim Statement from the Receiver setting out the amount of their Claim in the attached schedule need not submit a Proof of Claim. Instructions regarding such Claims are enclosed with the Claim Statement.

The Claims Procedure Order, the Claim Document Package, Proofs of Claim and related materials, including the Receiver’s contact information, may be accessed from the Receiver’s website at <https://www.zeifmans.ca/current-insolvency-files/legacy-lifestyle/>.

DATED at Toronto, Ontario this ____ day of _____, 2024.

Zeifman Partners Inc., in its capacity as Receiver of Legacy Lifestyles Trailwinds LP, et al.

SCHEDULE “C”**CLAIM STATEMENT****LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE**

To: The parties listed on the Schedule attached hereto

This Claim Statement is delivered pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated June 26, 2024 (the “**Claims Procedure Order**”). Pursuant to the Claims Procedure Order, Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Trailwinds LP, et al., has been directed to administer a claims procedure with respect to claims against Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc. and Legacy Lifestyles Trailwinds Property LLC (collectively, the “**Trailwinds Debtors**”) in accordance with the terms of the Claims Procedure Order. Unless otherwise defined, all capitalized terms used herein have the meanings given to those terms in the Claims Procedure Order.

According to the books, records and other relevant information in the possession of the Trailwinds Debtors, attached hereto is a schedule of Known Claims showing the amount of each Creditor’s Claim. The Known Claims are denominated in United States dollars.

If the Known Claim listed in the schedule attached hereto accurately reflects the Claim that you have against the Trailwinds Debtors, you are not required to take any further action in the Claims Procedure Order.

If you wish to dispute the amount of the Known Claim or to assert an additional Claim against one or more of the Trailwinds Debtors, you must complete the enclosed Notice of Dispute and deliver it to the Receiver such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on August 16, 2024 (the “**Claims Bar Date**”), unless you received this Claim Statement on or after August 2, 2024, in which case you have fifteen days from deemed receipt of this Claim Statement to deliver a Notice of Dispute.

If a completed Notice of Dispute in respect of the Known Claim is not received by the Receiver within the prescribed time period, you shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.**

All notices and enquiries with respect to the Claims Procedure and all Notices of Dispute should be addressed to:

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Attn: Allan Rutman
Tel: 416-256-4005 / 416-861-1487
Email: aar@zeifmans.ca

Dated at Toronto, this _____ day of _____, 2024.

Zeifman Partners Inc., in its capacity as Receiver of Legacy Lifestyles Trailwinds LP, et al.

SCHEDULE TO CLAIM STATEMENT

[insert list of Known Claims]

SCHEDULE “D”**NOTICE OF DISPUTE****LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE**

Capitalized terms not defined herein have the meanings given to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated June 26, 2024 (the “**Claims Procedure Order**”), or the Claim Statement.

I. PARTICULARS OF CREDITOR

**Full Legal Name of
Creditor**

**Full Mailing Address of
Creditor**

Telephone Number

Email Address

**Attention (Contact
Person)**

Have you acquired this Claim by assignment?

Yes: ☐

No: ☐

(if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Creditor(s):

II. DISPUTE OF CLAIM AND/OR ASSERTION OF ADDITIONAL CLAIM

The Creditor hereby disputes the amount of the Known Claim set out in the Claim Statement schedule and/or asserts an additional Claim against one or more of the Trailwinds Debtors as set out in the following table:

Name of Trailwinds Debtor Claim asserted against	Currency	Amount of Claim

III. REASONS FOR DISPUTE AND/OR DESCRIPTION OF ADDITIONAL CLAIM(S)

Provide full particulars below as to the basis for the Creditor's dispute of the Known Claim as set out in the Claim Statement and/or a description of the additional Claim(s) asserted against one or more of the Trailwinds Debtors and provide copies of all supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices, and particulars of all credits, discounts, rebates and similar items. Attach all supporting documentation including copies of loan agreements, promissory notes, registrations, guarantees, statements of account, invoices, and other documentation.

This Notice of Dispute **MUST** be delivered to the Receiver at the below address such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on August 16, 2024, unless you received the Claim Statement on or after August 2, 2024, in which case you have fifteen days from deemed receipt of the notice of the Claim Statement to deliver a Notice of Dispute:

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Attn: Allan Rutman
Email: aar@zeifmans.ca

If a completed Notice of Dispute in respect of the Known Claim is not received by the Receiver within the prescribed time period, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.**

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per: _____

(Signature)

Name: _____

(Please Print)

Title: _____

(Please Print)

SCHEDULE "E"**PROOF OF CLAIM****LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE**

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim.

A. Particulars of Creditor

1. Full Legal Name of Creditor: _____ (the "Creditor")

2. Full Mailing Address of the Creditor:

3. Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

4. Have you acquired this claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Creditor(s): _____

B. Proof of Claim:

I, _____ (name of individual Creditor or representative of Creditor), of _____ (City, Province or State) do hereby certify:

(a) That I

[] am the Creditor; OR

[] am _____ (state position or title) of _____ (name of Creditor).

- (b) That I have knowledge of all the circumstances connected with the Claim referred to below.
- (c) I/The Creditor asserts my/its Claim against _____
(state name of Trailwinds Debtor(s) Claim is asserted against).
- (d) The Claim is *(check and complete appropriate category)*:
- ☐ Unsecured Claim of \$ _____
- ☐ Secured Claim of \$ _____

That in respect of this debt, I/the Creditor hold assets of the Trailwinds Debtor(s) valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

- (d) That the following are the repayments that I/the Creditor have received from the Debtor(s) and the credits, discounts etc. that I/the Creditor have allowed:

(Provide full details of repayments, credits and discounts)

C. Particulars of Claim:

Other than as already set out herein, the particulars of the Claim and all supporting documentation are attached.

(Attach a schedule providing full additional particulars of the Claim, including description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and attach all supporting documentation including copies of loan agreements, promissory notes, registrations, guarantees, statements of account, invoices, and other documentation)

D. Filing of Claims:

The Receiver must receive this Proof of Claim before 5:00 p.m. (Toronto Time) on August 16, 2024 (the “**Claims Bar Date**”).

FAILURE TO FILE YOUR PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE TRAILWINDS DEBTORS IN RESPECT OF SUCH CLAIM.

This Proof of Claim must be delivered to the Receiver by prepaid registered mail, personal delivery, email (in PDF format), or courier at the following address:

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Attn: Allan Rutman
Email: aar@zeifmans.ca

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per: _____

(Signature)

Name: _____

(Please Print)

Title: _____

(Please Print)

SCHEDULE “F”

NOTICE OF REVISION OR DISALLOWANCE

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

TO: _____ (the “**Creditor**”)

(Address of Creditor)

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated June 26, 2024 (the “**Claims Procedure Order**”), Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Trailwinds LP, et al., hereby gives you notice that it has reviewed your Proof of Claim or Notice of Dispute (as applicable) and has revised or disallowed all or part of your Claim.

Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

Name of Debtor	Type of Claim per Proof of Claim	Amount of Claim per Proof of Claim	Type of Claim allowed per this Notice of Revision and Disallowance	Amount of Claim allowed per this Notice of Revision and Disallowance
		\$		\$

Reasons for revision or disallowance:

If you wish to dispute this Notice of Revision or Disallowance, you must deliver to the Receiver an objection (the “Objection**”) in writing (setting out the grounds for the Objection) no later than 5:00 p.m. (Toronto time) on the day that is fifteen (15) days after you have been deemed to have received this Notice of Revision or Disallowance.**

If you do not deliver an Objection, your Claim will be deemed to be as set out in this Notice of Revision or Disallowance.

Objections must be delivered to the Receiver by prepaid registered mail, personal delivery, email (in PDF format), or courier at the following address:

Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, ON M6A 1Y7
Attn: Allan Rutman
Email: aar@zeifmans.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU

DATED the ____ day of _____, _____

Zeifman Partners Inc., in its capacity as Receiver of Legacy Lifestyles Trailwinds LP, et al.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

CLAIMS PROCEDURE ORDER
(Trailwinds)

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 8

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)	WEDNESDAY , THE 26th
)	
JUSTICE STEELE)	DAY OF JUNE, 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, 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 Fifth Report of the Receiver, dated June 17, 2024 (the “**Fifth Report**”), the affidavit of Allan Rutman affirmed June 4, 2024 (the “**Rutman Affidavit**”), the affidavit of

Kenneth Kraft affirmed June 14, 2024 (the “**Kraft Affidavit**”), the Factum of the Receiver dated June ●, 2024, and on hearing the submissions of counsel for the Receiver, and any such other counsel and parties as 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 ● sworn ●, 2024, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Receiver’s Notice of Motion, Motion Record and Factum 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 Fifth 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 June 3, 2024, be and is hereby approved.

FEES

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, for the period from April 1, 2024 to May 31, 2024, as set out in the Fifth Report and the Rutman Affidavit be and are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of Dentons Canada LLP, for the period from March 1, 2024 to May 31, 2024, as set out in the Fifth Report and the Kraft Affidavit be and are hereby approved.

SEALING

6. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices from the Fifth Report and that Confidential Appendices 1-4 be sealed from the public record until the closing of the Fort Myers Transaction (as defined in the Fifth

Report) and that Confidential Appendices 4-7 be sealed from the public record until the closing of the Trailwinds Transaction (as defined in the Fifth Report), or further order of the Court.

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)

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

	<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDING COMMENCED AT TORONTO</p>
	<p>MOTION RECORD (returnable June 26, 2024)</p>
	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>Kenneth Kraft (LSO # 31919P) Tel: 416-863-4374 Fax: 416 863-4592 kenneth.kraft@dentons.com</p> <p>Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com</p> <p><i>Lawyers for Zeifman Partners Inc., in its capacity as Court-appointed Receiver</i></p>