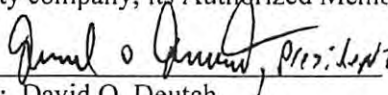


IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

BUYER:

SUMMERLIN LANDINGS, LLC,
a Florida limited liability company

By: PC2 Summerlin, LLC, a Florida limited liability company, its Authorized Member

By: 
Name: David O. Deutch
Title: President

RECEIVER:

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

By: 
Name: ALLAN RUTMAN _____
Its: President

SELLER:

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

By: 
Name: ALLAN RUTMAN _____
Its: President

Its: _____

EXHIBIT A

Lots 2 and 3, SANIBEL PROMENADE, according to the plat thereof as recorded in Plat Book 79, Page 11, Public Records of Lee County, Florida.

EXHIBIT B

1. All matters contained on the Plat of SANIBEL PROMENADE, according to the map or plat thereof as recorded in Plat Book 79, Page 11, Public Records of Lee County, Florida.
2. Order of Taking recorded in O.R. Book 1459, Page 1348, Public Records of Lee County, Florida.
3. Grant of Easement in favor of J. Scott Callan, Trustee, recorded in O.R. Book 1705, Page 258, Public Records of Lee County, Florida.
4. Declaration of Easement to Provide Easement for Frontage Road, Road Access, Electrical Power, Cablevision and Related Utilities recorded in O.R. Book 1838, Page 3056, as modified in O.R. Book 1917, Page 3882, Public Records of Lee County, Florida.
5. Declaration Creating an Easement for a Common Driveway recorded in O.R. Book 1838, Page 3067, Public Records of Lee County, Florida.
6. Sewer Service Lines and Lift Station Easement and Agreement recorded in O.R. Book 1838, Page 3073; Agreement recorded in O.R. Book 2291, Page 4364; Consent to County Lift Station Easement and to Amendment of Sewer Service Lines and Lift Station Easement and Agreement recorded in O.R. Book 2310, Page 2223; Consent to County Lift Station Easement and to Amendment of Sewer Service Lines and Lift Station Easement and Agreement recorded in O.R. Book 2368, Page 1131; Certificate of Successor's Right, Title and Interest in and to Consent to County Lift Station Easement and to Amendment of Sewer Service Lines and Lift Station Easement and Agreement recorded in O.R. Book 2368, Page 1141, Public Records of Lee County, Florida.
7. Water System Easement and Agreement recorded in O.R. Book 1838, Page 3081, as modified in O.R. Book 1917, Page 3893, Public Records of Lee County, Florida.
8. Declaration of Sewer Line Easement recorded in O.R. Book 1838, Page 3101, Public Records of Lee County, Florida.
9. A non-exclusive easement for ingress, egress and road purposes contained in that certain Quit Claim Deed recorded in O.R. Book 1838, Page 3116, Public Records of Lee County, Florida.
10. Agreement to Construct and Operate a Sewer Plant recorded in O.R. Book 1838, Page 3128, and Release from Agreement to Construct and Operate a Sewer Plant recorded in O.R. Book 2202, Page 1219, Public Records of Lee County, Florida.
11. Grant of Drainage Easements and Agreement recorded in O.R. Book 1850, Page 3566, Public Records of Lee County, Florida.
12. Exclusive & Perpetual Water Pipeline Easement Grant in favor of Florida Cities Water Company recorded in O.R. Book 1880, Page 3724, Public Records of Lee County, Florida.
13. Exclusive & Perpetual Water Pipeline Easement Grant in favor of Florida Cities Water Company recorded in O.R. Book 1880, Page 4746, Public Records of Lee County, Florida.
14. Exclusive & Perpetual Water Pipeline Easement Grant in favor of Florida Cities Water Company recorded in O.R. Book 1880, Page 4762, Public Records of Lee County, Florida.

Exhibit B to Real Estate Purchase and Sale Agreement

15. Frontage Road Easement Grant in favor of Lee County recorded in O.R. Book 1889, Page 4569, Public Records of Lee County, Florida.
16. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
17. Perpetual Utility Easement Grant and Indemnity Agreement in favor of Lee County Board of County Commissioners recorded in O.R. Book 2224, Page 2128, Public Records of Lee County, Florida.
18. Grant of Temporary Slope Easement in favor of Sanibel Beach Place of Southwest Florida, Ltd., recorded in O.R. Book 3736, Page 154, Public Records of Lee County, Florida.
19. Notice of Development Order recorded in Instrument Number 2006000325674, Public Records of Lee County, Florida.
20. Grant of Perpetual Public Utility Easement recorded in Instrument Number 2006000157420, Public Records of Lee County, Florida.
21. Restrictive Covenant Agreement recorded in Instrument Number 2017000051446, Public Records of Lee County, Florida.
22. Notice of Environmental Resource Permit recorded in Instrument Number 2017000221926, Public Records of Lee County, Florida.
23. Assignment and Assumption Agreement recorded in Instrument Number 2019000006139, Public Records of Lee County, Florida.
24. Notice of Development Order Approval recorded in Instrument Number 2020000203682, Public Records of Lee County, Florida.
25. Any consequences arising from the fact that Sanibel Promenade Property Association, Inc. is a dissolved not for profit corporation.
26. Terms and Conditions of United States Bankruptcy Order in the case of In Re: Legacy Lifestyles Destin LP, et al., Case No. 22-01246, United States Bankruptcy Court, Middle District of Florida, Tampa Division, Doc. No. 28, "Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant to §§ 1517 and 1520 of the United States Bankruptcy Code and Related Relief along together with Order from the Ontario Superior Court of Justice CV-22-00674717 and CV-21-00668821-00CL attached thereto.

Appendix “K”
to the Fifth Report of the Receiver

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into this 12th day of June, 2023 (“**Effective Date**”), by and between CAMERON GENERAL CONTRACTORS, INCORPORATED, a Nebraska corporation (“**Buyer**”), and ZEIFMAN PARTNERS, INC. (“**Receiver**”), in its capacity as court-appointed receiver of LEGACY LIFESTYLES TRAILWINDS PROPERTY LLC, a Delaware limited liability company (“**Seller**”).

1. Recitals.

1.1. Seller is the lawful owner of that real property located in Wildwood, Sumter County, Florida identified as Parcel ID# G04LRI-001, consisting of approximately 7.36 acres, as shown 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. Receiver has been appointed as Seller’s court-appointed receiver.

1.3. 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 Five Percent (5%) (“**Initial Earnest Money**”) shall be deposited, subject to Section 3 below, within five (5) 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 Seller.

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, but which additional coverage amount shall be at Buyer’s cost and expense), 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).

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 thirty (30) 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 Seller of any objections to the Property disclosed by the information received by Buyer (“**Buyer’s Objection Letter**”). Seller shall respond to Buyer’s Objection Letter within five (5) business days of Seller’s receipt thereof denoting which objections Seller elects to cure, and which objections Seller declines to cure (“**Seller’s Response Letter**”). As to the objections Seller elects to cure, Seller shall have a cure period not to exceed thirty (30) calendar days from Seller’s delivery to Buyer of Seller’s Response Letter to cure or correct Buyer’s objections contained in Buyer’s Objection Letter (“**Cure Period**”). If either (i) Seller declines to cure certain objections which, in Buyer’s discretion, render the Property unfit for Buyer’s intended use; or, (ii) Seller 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, Seller 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, Seller 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 ninety (90) calendar days from the 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 or its intended use as an age-restricted independent living facility are acceptable to the satisfaction of Buyer (“**Due Diligence Period**”). 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 Seller, 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**"). Seller 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 the Property is not satisfactory for any reason whatsoever, then Buyer may, in its sole discretion, terminate this Agreement by sending written notice to Seller, 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 sixty (60) days by providing written notice to Seller 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 Seller 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 Seller, or (ii) waive this contingency and proceed to Closing. Upon request from Buyer, Seller 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. In the event that the transaction contemplated herein requires approval from any court of competent jurisdiction (including, but not limited to, the US Bankruptcy Court (defined below) or the Canadian Court (defined below)), Closing may only occur if said Court Approvals (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, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall notify Buyer within five (5) days after Seller's knowledge of such proceedings, and Buyer shall elect within five (5) business days from and after such notice, by written notice to Seller, 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 Seller shall assign its 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 Seller 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 Approvals (as defined in Section 12.1.5) ("**Closing**"), unless extended by agreement of both parties.

7.1. Closing Deliverables. At Closing, Seller 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. Seller 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. Seller 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. Seller 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. Seller and Buyer shall deliver evidence of their respective capacity

and authority for Closing if required by the Escrow Agent;

7.1.6. Seller 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

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

7.2. Seller Costs at Closing. At Closing, Seller shall be responsible for the following costs: Seller’s attorney’s fees and expenses, State real estate transfer tax, all recording costs and filing fees in connection with the cure of any valid title objection, one-half the premium for the Owner’s Policy obtained by Buyer, 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 Seller including, without limitation, any payoffs with respect to any loans actually incurred by Seller. 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, one-half the premium for the Owner’s Policy obtained by Buyer, 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, Seller 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. Seller shall deliver possession of the Property to Buyer at Closing.

9. Seller’s Disclosures. Within fifteen (15) calendar days from the Effective Date, Seller 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 (“**Seller Deliveries**”). Any documents that exist in CAD format will be furnished to Buyer in

CAD format at no additional charge to Buyer. Seller hereby warrants that the copies delivered are complete copies of the documents, 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 Seller Deliveries confidential. In the event this Agreement is terminated all Seller Deliveries provided to Buyer shall be returned promptly to Seller. Notwithstanding the foregoing, Seller makes no representations or warranties as to the truth, accuracy, or completeness of the Seller Deliveries and Buyer is not entitled to rely upon the Seller Deliveries. The Seller Deliveries are subject to the provisions of Section 11 of this Agreement.

10. Representations and Warranties.

10.1. Representations and Warranties of Seller. 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 has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into and perform this Agreement.

10.1.2. Authority Relative to Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes a legally binding obligation of the Seller, enforceable in accordance with its terms, subject to Seller's and Receiver's acquisition of any and all necessary orders of the Canadian and United States courts approving this Agreement and the transaction contemplated herein (the "**Approval Orders**").

10.1.3. Effect of Agreement. The execution, delivery, and performance of this Agreement by the Seller has been duly authorized by Seller and does not require the consent, waiver, approval, license, or authorization of any person, entity, or public authority, subject to Seller's and Receiver's acquisition 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. Seller shall advise Buyer of any knowledge Seller has or comes into with respect to any material change in these representations, warranties, or covenants prior to Closing.

10.1.8. Receivership. Receiver has been 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 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 Seller’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, Seller 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 Seller is inaccurate or incorrect and Buyer nonetheless proceeds with Closing, Seller shall have no liability for any such inaccurate or incorrect representation or warranty, and the same shall not be deemed a 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 Seller in this Section 10, and which is not as a result of a matter, event or circumstance beyond Seller'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 Seller as follows:

10.2.1. Organization; Power; Goodstanding. Buyer is a corporation duly organized and in good standing under the laws of Nebraska 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.

10.2.3. Effect of Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by Buyer and will not require the consent, waiver, approval, license or authorization of any person, entity or public authority.

10.2.4. No Bankruptcy. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law.

10.2.5. 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.

10.2.6. 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.

10.2.7. Changes in Conditions. Buyer shall advise Seller 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 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 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) days.

11. AS IS. BUYER ACKNOWLEDGES THAT EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT AND CONTAINED IN THE DOCUMENTS EXECUTED BY SELLER AT CLOSING, INCLUDING, WITHOUT LIMITATION, THE DEED, BUYER IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY SELLER OR ANY AGENT, REPRESENTATIVE OR CONTRACTOR OF SELLER 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, SELLER SHALL HAVE NO LIABILITY TO BUYER, AND BUYER HEREBY RELEASES SELLER FROM ANY LIABILITY TO BUYER (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) 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 SELLER FROM CLAIMS BASED ON SELLER’S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS

AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, 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 SELLER 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 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 SELLER 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 SELLER AT CLOSING, INCLUDING, WITHOUT LIMITATION, THE DEED, SELLER IS 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 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 VITIATE ANY OF SELLER'S EXPRESS REPRESENTATIONS, EXPRESS WARRANTIES AND/OR EXPRESS COVENANTS CONTAINED IN THIS AGREEMENT AND/OR ANY OF THE DOCUMENTS EXECUTED BY SELLER 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. Adverse Conditions. As of Closing, there are no adverse conditions or circumstances which may interfere with Buyer's intended use of Property except (i) those that have been waived or deemed waived according to the terms of this Agreement, and (ii) the Permitted Encumbrances.

12.1.3. Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Seller 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. 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 Seller 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 Seller, the United States Bankruptcy Court for the Middle District of Florida (the "US

Bankruptcy Court”) shall have entered an order authorizing the transaction in the proceeding jointly administered as *In re Legacy Lifestyles Destin LP et al.*, Chapter 15 Case No. 22-01246 and the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) shall have entered an order authorizing the transaction 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 Approvals**”). Notwithstanding anything in this Agree to the contrary, if the transaction contemplated herein fails to close due to the Court Approvals not being obtained, or if this Agreement is rejected in the US Bankruptcy Court or the Canadian Court, then all Earnest Money shall be refunded to Buyer.

12.2. Seller’s Conditions of Closing.

12.2.1. Payment. At Closing, Seller shall receive from Buyer via wire transfer the amount equal to the Purchase Price less any prorations and/or adjustments.

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 Seller 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 Seller, the US Bankruptcy Court and Canadian Court shall have entered into the Court Approvals.

12.3. Obtaining Court Approvals. 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, Seller and Receiver apply for and shall use best efforts to obtain, to the extent required in order to complete the transaction contemplated herein, the Court Approvals from the US Bankruptcy Court and the Canadian Court as soon as possible. Buyer shall use good faith efforts to assist Seller and Receiver in their efforts to obtain the Court Approvals.

13. Brokers. Seller and Buyer acknowledge that no agent, broker or finder has been employed by either party. 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.

14. Seller’s Commitment. Seller 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 Seller 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 neither Buyer or Seller shall have any liability one to the other, except that Earnest Money shall be returned 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, Seller may retain the Earnest Money as Seller's sole liquidated damages and exclusive remedy. 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 Seller would suffer as a result of Buyer's default under this Agreement. If Seller's Conditions of Closing have been satisfied or waived and Seller 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 Fifty Thousand and No/100 Dollars (\$50,000), 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 ninety (90) days of the alleged breach by Seller.

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 Buyer to require performance by Seller of any of the terms of this Agreement shall in any way affect Buyer's right to enforce such terms, nor shall any waiver by Buyer 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 by certified mail 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:

Attn: Jacob McGlade
Cameron General Contractors
7101 S. 82nd Street
Lincoln, NE 68516
Telephone: 402-420-3138
Email: jmcglade@rlcommunities.com

With Copy to:

Dinsmore and Shohl LLP
255 East Fifth Street
Suite 1900
Cincinnati, Ohio 45202
Attn: Charles E. Baverman III, Esq.

Email: charles.baverman@dinsmore.com

If to Seller:

Legacy Lifestyles Trailwinds Property LLC
c/o Zeifmans LLP
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. Buyer intends to complete this transaction by creating a new entity to take title to the Property immediately prior to closing and therefore Seller consents to Buyer's assignment of this Agreement to the new entity.

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. Seller and Buyer irrevocably submit to the jurisdiction of the US 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 US Bankruptcy Court. Solely to the extent that the US 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 Seller and Buyer 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 Seller and Buyer 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 Seller 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. 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. Notwithstanding the foregoing, Buyer may assign its rights under this Agreement to a newly created affiliate entity; however, such assignment shall not relieve Buyer of its obligations hereunder.

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 Seller 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 Seller 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 Seller. 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. SELLER 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 SELLER 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 Seller 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 Seller, then all references in this Agreement to Buyer or Seller, 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 been able to negotiate 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 Seller 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.

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 Seller 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.

[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:

Cameron General Contractors, Inc.,
a Nebraska corporation

By: BRECK C COLLINGSWORTH

Name: Breck Collingsworth

Its: President

RECEIVER:

Zeifman Partners, Inc., a Canadian corporation, in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds Property LLC, a Delaware limited liability company and not in its Corporate or Personal Capacity

By: Allan Kutman

Name: _____

Its: _____

SELLER:

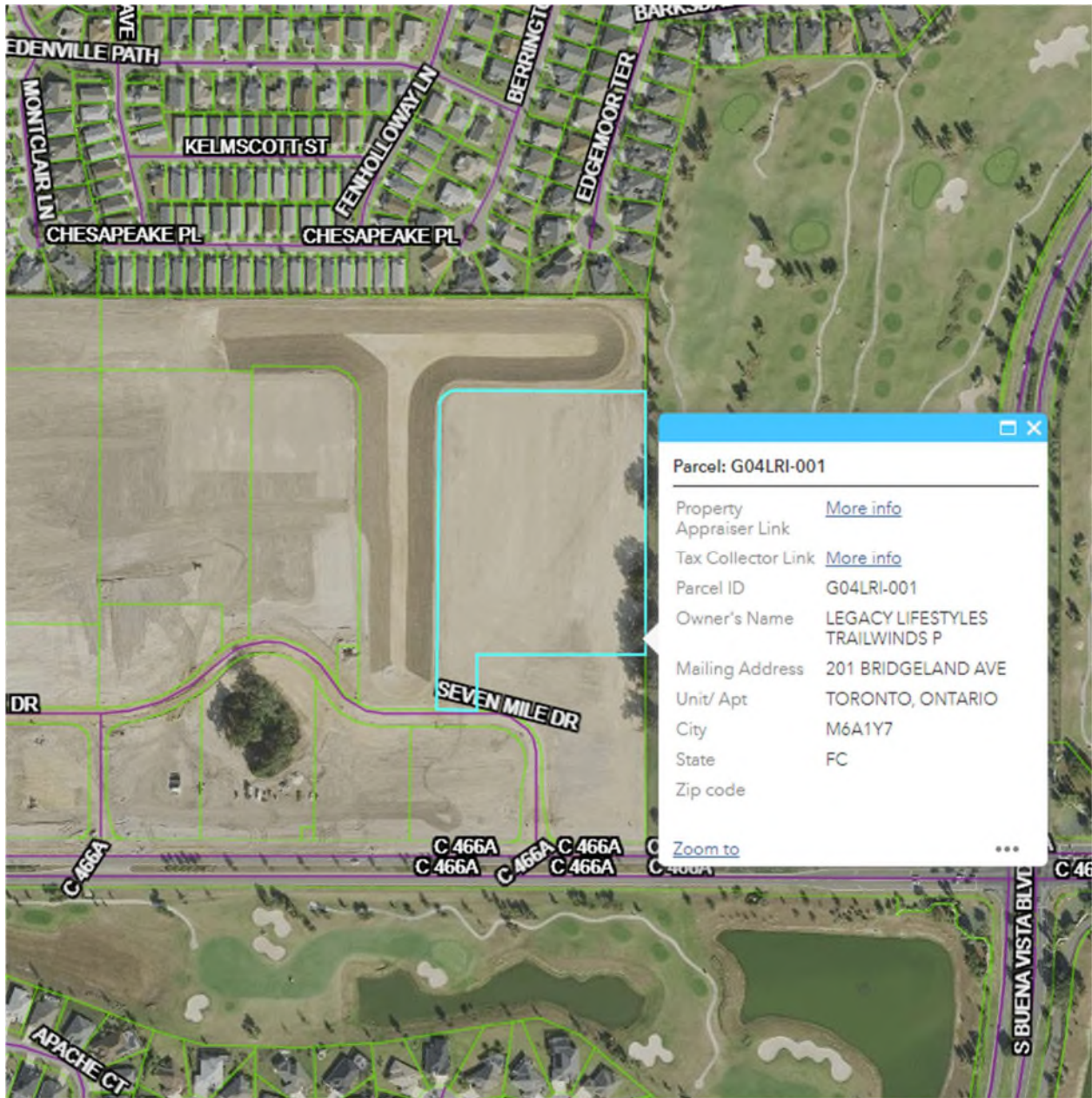
Legacy Lifestyles Trailwinds Property LLC,
a Delaware limited liability company

By: Allan Kutman

Name: _____

Its: _____

EXHIBIT A



FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “**First Amendment**”) is made this 11th day of September, 2023 (the “**First Amendment Effective Date**”), by and between Zeifman Partners, Inc. (“**Receiver**”), in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds Property LLC, a Delaware limited liability company (“**Seller**”), and Cameron General Contractors, Inc., a Nebraska corporation (“**Buyer**”). Receiver, Seller and Buyer are sometimes hereinafter a “**Party**” or, collectively, the “**Parties**”.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement, dated as of June 12, 2023 (the “**Purchase Agreement**”), whereby Buyer agreed to purchase and Seller agreed to sell that certain real estate located in Wildwood, Sumter County, Florida, and being more fully described in the Purchase Agreement, all upon the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the Parties desire to amend the Purchase Agreement as specified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this First Amendment by reference.
2. **Extension of Due Diligence Period.** Notwithstanding anything in the Purchase Agreement to the contrary, the Due Diligence Period shall be extended until 11:59 p.m. on September 18, 2023.
3. **Effect of this First Amendment.** This First Amendment shall not change, modify, amend or revise the terms, conditions, and provisions of the Purchase Agreement, except as expressly provided herein and agreed upon by the Parties in writing. The Parties each hereby confirm and ratify, except as modified by this First Amendment, all of the terms, conditions, and covenants of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement, the terms and conditions of this First Amendment shall control.
4. **Definitions.** Terms defined in the Purchase Agreement which are used in this First Amendment shall have the same meaning as set forth in the Purchase Agreement unless otherwise expressly specified herein or the context expressly provides otherwise.
5. **Miscellaneous.**
 - a. This First Amendment may be amended, modified, renewed, or extended only by written instrument executed in a manner of its original execution.

- b. This First Amendment contains the entire agreement of the Parties with regard to this subject matter and no representation, inducements, or agreements, oral or otherwise between the Parties not contained or embodied in this First Amendment shall be of any force or effect.
- c. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this First Amendment between the Parties. Furthermore, either Party may execute this First Amendment by means of an electronic signature; and, such signature shall be deemed authentic and valid, if such electronic signature is received by the other party.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the First Amendment Effective Date.

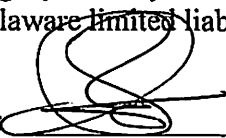
“RECEIVER”

Zeifman Partners, Inc., a Canadian corporation, in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds Property LLC, a Delaware limited liability company and not in its Corporate or Personal Capacity

By: 
Name: _____
Title:

“SELLER”

**Legacy Lifestyles Trailwinds Property LLC, a
Delaware limited liability company**

By:  _____

Name:

Title:

“BUYER”

Cameron General Contractors, Inc., a Nebraska corporation

By: Breck C Collingsworth
Name: Breck Collingsworth
Title: President

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this “**Second Amendment**”) is made this 18th day of September, 2023 (the “**Second Amendment Effective Date**”), by and between Zeifman Partners, Inc. (“**Receiver**”), in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds Property LLC, a Delaware limited liability company (“**Seller**”), and Cameron General Contractors, Inc., a Nebraska corporation (“**Buyer**”). Receiver, Seller and Buyer are sometimes hereinafter a “**Party**” or, collectively, the “**Parties**”.

WITNESSETH

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement, dated as of June 12, 2023, whereby Buyer agreed to purchase and Seller agreed to sell that certain real estate located in Wildwood, Sumter County, Florida, and being more fully described in the Purchase Agreement, all upon the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the Parties entered into that certain First Amendment to Purchase Agreement, dated September 11, 2023 (collectively, the “**Purchase Agreement**”), which extended the Due Diligence Period to September 18, 2023; and

WHEREAS, the Parties desire to amend the Purchase Agreement as specified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are hereby incorporated into this Second Amendment by reference.

2. **Buyer Option to Extend**. Section 5.2 of the Purchase Agreement is deleted in its entirety and replaced with the following:

5.2 **Buyer Option to Extend**. Buyer shall have the right to extend the Due Diligence Period for ninety (90) days by providing written notice to Seller of said extension prior to the expiration of the Due Diligence Period (“**Buyer’s Due Diligence Period Extension**”). Upon exercise of Buyer’s Due Diligence Period Extension, a [REDACTED] portion of the Earnest Money shall automatically become non-refundable but shall remain applicable as a credit toward the Purchase Price at Closing.

Buyer shall have the right to extend the Due Diligence Period for an additional ninety (90) days by providing written notice to Seller of said extension prior to the expiration of the Buyer’s Due Diligence Period Extension (“**Buyer’s Second Due Diligence Period Extension**”). Upon exercise of Buyer’s Second Due Diligence Period Extension, a [REDACTED] portion of the Earnest Money shall automatically become non-refundable but shall remain applicable as a credit toward the Purchase Price at Closing.

Buyer shall have the right to extend the Due Diligence Period for an additional seventy-five (75) days by providing written notice to Seller of said extension prior to the expiration of the Buyer's Second Due Diligence Period Extension ("**Buyer's Third Due Diligence Period Extension**"). Upon exercise of Buyer's Third Due Diligence Period Extension, a [REDACTED] portion of the Earnest Money shall automatically become non-refundable but shall remain applicable as a credit toward the Purchase Price at Closing.

3. **First Due Diligence Period Extension.** Buyer is hereby deemed to have exercised Buyer's Due Diligence Period Extension.

4. **Title Objections.** Receiver agrees, to the best of its efforts, to comply and cause Seller to comply with the requests set forth in Sections 1, 2, 3(a), 3(b) and 3(c) of Buyer's title objection letter dated August 31, 2023 (the "**Title Objection Letter**"), a copy of which is attached hereto as **Exhibit A**, at or before the Closing.

5. **Effect of this Second Amendment.** This Second Amendment shall not change, modify, amend or revise the terms, conditions, and provisions of the Purchase Agreement, except as expressly provided herein and agreed upon by the Parties in writing. The Parties each hereby confirm and ratify, except as modified by this Second Amendment, all of the terms, conditions, and covenants of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement, the terms and conditions of this Second Amendment shall control.

6. **Definitions.** Terms defined in the Purchase Agreement which are used in this Second Amendment shall have the same meaning as set forth in the Purchase Agreement unless otherwise expressly specified herein or the context expressly provides otherwise.

7. **Miscellaneous.**

- a. This Second Amendment may be amended, modified, renewed, or extended only by written instrument executed in a manner of its original execution.
- b. This Second Amendment contains the entire agreement of the Parties with regard to this subject matter and no representation, inducements, or agreements, oral or otherwise between the Parties not contained or embodied in this Second Amendment shall be of any force or effect.
- c. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Second Amendment between the Parties. Furthermore, either Party may execute this Second Amendment by means of an electronic signature; and, such signature shall be deemed authentic and valid, if such electronic signature is received by the other party.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Second Amendment Effective Date.

“RECEIVER”

Zeifman Partners, Inc., a Canadian corporation, in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds Property LLC, a Delaware limited liability company and not in its Corporate or Personal Capacity

By: 

Name: Allan Rutman
Title: President

“SELLER”

**Legacy Lifestyles Trailwinds Property LLC, a
Delaware limited liability company**

By: 

Name: Allan Rutman
Title: Receiver

“BUYER”

Cameron General Contractors, Inc., a Nebraska corporation

By: 
Name:
Title:

Appendix “L”
to the Fifth Report of the Receiver

Sumter Co. \$95.00 R
\$12,642.35 DS
\$7,224.10 IT

Inst:201760017254 Date:5/23/2017 Time:4:16 PM
Doc Stamp-Mort:12642.3500 Int Tax:7224.1000
DC,Gloria R. Hayward,Sumter County Page 1 of 11 B:3258 P:443

Prepared By and Return to:
Jerilyn H. Reed, Esq.
Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Suite 3700
Tampa, Florida 33602

R -> Gray Ackman & this

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") dated May 15, 2017, is made by LEGACY LIFESTYLES TRAILWINDS PROPERTY LLC, a Delaware limited liability company ("Mortgagor"), whose address is c/o Barclay Group, 2300 Curlew Road, Suite 100, Palm Harbor, Florida 34683, for the benefit of LEGACY LIFESTYLES TRAILWINDS LP, a Manitoba limited partnership ("Mortgagee"), whose address is 4197 Walkers Line, Burlington, Ontario, Canada L7M 0Y3.

1. Grant of Mortgage. To secure the payment of an indebtedness in the aggregate sum of THREE MILLION SIX HUNDRED TWELVE THOUSAND FIFTY AND 00/100THS DOLLARS (\$3,612,050.00), together with interest thereon and any and all sums as may be advanced, to be paid in accordance with a Secured Promissory Note, dated on or about even date herewith, payable to Mortgagee, executed by Mortgagor and Legacy Lifestyles Trailwinds Project LP, a Delaware limited partnership (collectively, the "Borrowers") (the "Note"), and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, assigns, transfers, conveys, and confirms to Mortgagee, its successors and assigns, that certain real property located in Sumter County, Florida, and more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Premises"), together with the buildings and improvements thereon erected or to be erected;

TOGETHER with:

- (i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- (ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$12,642.35 AND INTANGIBLE TAXES IN THE AMOUNT OF \$7,224.10 DUE ON THE OBLIGATIONS SECURED BY THIS MORTGAGE HAVE BEEN PAID AND THE PROPER STAMPS ARE AFFIXED TO THIS MORTGAGE.

(iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(iv) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

(v) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of the Premises, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on the Premises even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to the Premises contemplating installation or use in any construction to be performed thereon and all rights and interests of Mortgagor in building permits and architectural plans and specifications relating to contemplated construction or Improvements on the Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of the Premises or Improvements thereon, except for the personal property of any tenants occupying the Premises (sometimes hereinafter referred to as the "Personal Property");

(vi) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

(vii) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

(viii) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property; and,

(ix) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

All of the foregoing real and personal property, and all rights, privileges and franchises thereto are collectively referred to as (the "Mortgaged Property").

2. Performance of Note and Mortgage. Mortgagor will perform, observe and comply, or cause Borrowers to so perform, observe and comply, with all the provisions of the Note and this Mortgage and will promptly pay (or cause Borrowers to pay) Mortgagee all principal amounts required under the Note, together with all accrued interest, and all other sums required to be paid by Mortgagor under this Mortgage, all without deduction or credit for taxes or other similar charges paid by Mortgagor in connection with the Note or this Mortgage.

3. Secured Indebtedness. This Mortgage secures: (a) all the indebtedness (including interest) of Borrowers to Mortgagee evidenced by the Note, and (b) the full and prompt performance by Mortgagor of all the terms, covenants and conditions contained in this Mortgage.

4. Title Covenants. Mortgagor covenants that the Mortgaged Property is free from all liens, charges, and encumbrances other than this Mortgage and those matters approved in writing by Mortgagee or as evidenced by the owner's title insurance commitment for this Mortgage in the form accepted by Mortgagor at the closing of Mortgagor's purchase of the Mortgaged Property (the "Permitted Encumbrances"), that lawful seizing of and good right to encumber the Mortgaged Property are vested in Mortgagor, and that Mortgagor hereby fully warrants the title to the Mortgaged Property and will defend the same against the lawful claims of all persons whomsoever.

5. Events of Default. Mortgagor shall be in default under the Mortgage if any one or more of the following events occur (an "Event of Default"):

(a) Mortgagor fails to pay when due any amount as provided in the Note and fails to cure such default for a period of ten (10) days after Mortgagee gives Mortgagor written notice of such non-payment;

(b) Mortgagor fails to observe any term, covenant and condition required of Mortgagor under this Mortgage or under the Note (other than the promise to make all payments due under the Note) or breaches any warranty contained herein and fails to cure such breach for a period of thirty (30) days after Mortgagee gives Mortgagor written notice specifying the nature of the breach;

(c) Mortgagor files a voluntary petition in bankruptcy for adjudication as a bankrupt or insolvent or Mortgagor files petition or answer seeking or acquiescing to any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors;

(d) Mortgagor seeks, consents to or acquiesces to, or is unable to prevent the appointment of a trustee, receiver or liquidator for the Mortgaged Property;

(e) Mortgagor makes a general assignment for the benefit of creditors or admits in writing that Mortgagor is unable to pay debts as they become due; or

(f) Mortgagor fails to discharge within sixty (60) days any petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors.

6. Mortgagee's Right to Foreclose and Exercise Other Remedies. After an Event of Default, the entire unpaid principal balance due and owing under the Note, together with all accrued interest thereon and any all other charges and fees due under the Note and under this Mortgage, shall, at the option of Mortgagee, become immediately due and payable, subject however to any notice and curative rights provided herein or in the Note, and Mortgagee shall have the right forthwith to institute appropriate proceedings to foreclose the lien of this Mortgage and to exercise any and all other remedies, at law or in equity, available to it pursuant to the laws of the State of Florida.

7. Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. After an Event of Default, upon Mortgagee's demand, Mortgagor shall surrender possession of the Mortgaged Property to Mortgagee and, to the extent permitted by law, Mortgagee may take possession of the Mortgaged Property and exclude Mortgagor from the Mortgaged Property.

8. Receiver. After an Event of Default, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Mortgaged Property, and the rents, issues, profits, proceeds and revenues arising therefrom, and hold the same subject to the direction of a court of competent jurisdiction, regardless of the solvency of Mortgagor or the adequacy of the security.

9. Taxes, Assessments and Liens. Mortgagor shall pay all taxes, assessments, liens and other charges upon or with respect to the Mortgaged Property before the same become delinquent and shall furnish Mortgagee with receipts and proofs thereof upon the written request of Mortgagee.

10. Insurance. Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property the following insurance:

(a) Commercial General Liability Insurance. Commercial general liability and insurance with coverage of not less than \$3,000,000.00 per occurrence, \$3,000,000.00 general aggregate, against any claims and liability therefor to persons or property occurring upon the Mortgaged Property. Mortgagee shall be named as an additional insured party as to such coverage;

(b) At all times from and after completion of any improvements upon the Mortgaged Property, insurance against loss or damage to such improvements by fire and any of the risks covered by insurance of the type now known as "all-risk" or "special form" coverage, in an amount not less than the greater of the original amount of the Note or the full replacement cost of such improvements; and

(c) Such other insurance, and in such amount, as may from time to time be reasonably required by Mortgagee against the same or other hazards; provided such insurance is customarily required by lenders with respect to property similar to the Mortgaged Property and located in the vicinity of the Mortgaged Property.

11. Indemnity. Mortgagor shall fully indemnify, defend with counsel acceptable to Mortgagee, and hold Mortgagee harmless from and against all liabilities, claims, actions, damages, costs and expenses (including all legal fees and expenses of Mortgagee's counsel) arising out of or resulting from the demolition or construction of any improvements on the Property, or the ownership, operation, or use of the Property, whether such claims are based on theories of derivative liability, comparative negligence or otherwise. Mortgagor's obligations to Mortgagee under this paragraph shall survive satisfaction of this Mortgage and repayment of the Borrower's obligations to Mortgagee under the Note, and shall also survive as unsecured obligations after any acquisition by Mortgagee of the Mortgaged Property or any part of it by foreclosure or any other means.

12. Inspection. Upon reasonable advance notice, Mortgagee and Mortgagee's representatives may enter upon the Mortgaged Property for inspection at all reasonable times and in a reasonable manner.

13. Eminent Domain. This Mortgage extends to and shall encumber any judgments, awards, damages and settlements hereafter rendered or paid to Mortgagor resulting from condemnation proceedings with respect to the Mortgaged Property or the taking of the Mortgaged Property or any part thereof, and Mortgagee may require that any sums payable to Mortgagor and arising out of the power of eminent domain with respect to the Mortgaged Property shall be applied to the indebtedness secured hereby.

14. Attorneys' Fees and Costs. In connection with any litigation arising out of or in connection with this Mortgage, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including all such attorneys' fees and costs which may be incurred in any trial, appellate or bankruptcy proceedings.

15. No Waiver. No delay by Mortgagee in exercising any option, right or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach or default shall be a waiver of any other provision or a consent to any subsequent breach or default.

16. General Provisions. The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies. If more than one person constitutes Mortgagor, their covenants and obligations hereunder shall be joint and several. Mortgagee's rights expressed herein are in addition to and cumulative of any other rights and remedies provided by law. When the context permits, the terms "Mortgagor" and "Mortgagee" shall extend to and include their respective heirs, legal representatives, successors and assigns. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Time is of the essence as to all terms and conditions of this Mortgage.

17. Notices. All notices which are required or permitted under this Mortgage must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the U.S. mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service, addressed to the party to whom notice is intended to be given at the addresses set forth on the first page of this Mortgage.

Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this paragraph, but notice of change of address is effective only upon receipt.

18. Modifications Must Be In Writing. This Mortgage may be modified, waived, discharged or terminated only by a written instrument signed by the party against whom enforcement is sought. Any agreement made by Mortgagor and Mortgagee relating to this Mortgage subsequent to the date of this Mortgage shall be superior to the rights of the holder of any intervening interest in the Mortgaged Property.

19. Maintenance, Repairs, Alterations. Mortgagor shall keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit or permit to be committed waste thereon and shall not do nor permit to be done any act by which the Mortgaged Property shall become less valuable; subject to the terms herein, Mortgagor will not remove, demolish or structurally alter any of the improvements (except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Mortgaged Property and promptly restore in like manner any improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished therefor; Mortgagor shall use and operate, and shall require its lessees or licensees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Mortgaged Property or any part thereof. Unless required by law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without prior notice to and consent of Mortgagee. Mortgagee and its representatives shall have access to the Mortgaged Property at all reasonable times to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section. Notwithstanding anything to the contrary herein, Mortgagor shall be authorized to proceed with Mortgagor's intended redevelopment of the Mortgaged Property as an assisted living facility, provided that all such work shall be done in good and workmanlike manner and consistent with the terms and conditions of this Mortgage (including, but not limited, to the prohibition on liens as provided in Section 20 below).

20. Liens. Mortgagor shall pay and promptly discharge, within the lesser of thirty (30) days after recording thereof or ten (10) days after demand by Mortgagee, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. Notwithstanding the above, Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any amount so paid by Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the applicable interest rate (as defined in the Note), and shall be deemed part of the indebtedness secured by this Mortgage.

21. Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance so secured at one time may not exceed four (4) times the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the applicable interest rate (as defined in the Note).

22. No Limitation of Future Advance Rights. Mortgagor covenants and agrees with Mortgagee that:

(i) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect.

(ii) An Event of Default under this Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

23. Transfer or Further Encumbrance of the Property. If Mortgagor shall sell, convey, lease, assign, exchange, pledge, mortgage, hypothecate or transfer any interest in the Mortgaged Property without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, the same shall constitute an Event of Default

under this Mortgage. In the event of any such sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation or transfer for which the written consent of Mortgagee has not been first obtained, Mortgagee shall have the right to declare all indebtedness secured by this Mortgage to be immediately due and payable. Notwithstanding the foregoing, without Mortgagee consent, Mortgagor shall have the right, subject to compliance with the Mortgagor's operating agreement in effect from time to time, to transfer, directly or indirectly, any ownership interest(s): (a) amongst existing members of Mortgagor, (b) by a natural person to a family member or entity for estate planning purposes; (c) by inheritance, devise or bequest or by operation of law upon the death of a natural person who owns a direct or indirect ownership interest in Mortgagor; (d) or as otherwise permitted by the Mortgagor's operating agreement in effect from time-to-time.

24. Assignment of Rents. Mortgagor hereby collaterally assigns and transfers to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to the occurrence of an Event of Default or at any time there is not ongoing an uncured Event of Default under this Mortgage.

Upon the occurrence of an Event of Default under this Mortgage, Mortgagee may exercise any of the rights granted to it under Fla. Stat. Section 697.07, and may further, at any time without notice, either in person, by agent or by receiver appoint by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice default.

25. Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in any and all personal property included within the Mortgaged Property, including without limitation any and all property of similar type or kind hereafter located on or at the land described in Exhibit "A" for the purposes of securing all obligations of Mortgagor set forth in this Mortgage. This instrument is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the Clerk of the Circuit Court with respect to any and all Fixtures. The "debtor" is the Mortgagor and the record owner of the Mortgaged Property; the "secured party" is the

Borrowers; the collateral is as described in this Mortgage; and the addresses of the debtor and secured party are the addresses stated in this Mortgage for notices to such parties. Mortgagor irrevocably authorizes Mortgagee to file, in the appropriate locations for filings of financing statements in any jurisdiction(s) that Mortgagee in good faith deems appropriate, such financing statements and amendments thereto as Mortgagee may deem necessary or desirable in order to (i) perfect or continue the security interests granted by Mortgagor to Mortgagee pursuant to this Mortgage, (ii) prevent any filed financing statement from becoming misleading, or (iii) prevent any filed financing statement from losing its perfected status.

26. Utility Easements. Mortgagor covenants that certain utility easements may be required in order for Mortgagor to complete Mortgagor's intended redevelopment of the Mortgaged Property as an assisted living facility. Prior to recording any such reasonably required easement intended to encumber any portion of the Premises (each an "Utility Easement"), Mortgagor shall submit such Utility Easement to Mortgagee for Mortgagee's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Further, Mortgagee, upon such review and approval, shall, if required by applicable law or any requesting utility provider, join in the execution of any such Utility Easement and subordinate Mortgagee's interest in the Mortgaged Property to the rights of other parties pursuant to the Utility Easement, upon such terms and conditions as are reasonably acceptable to Mortgagee.

Inst:201760017254 Date:5/23/2017 Time:4:16 PM
Doc Stamp-Mort:12642.3500 Int Tax:7224.1000
____DC,Gloria R. Hayward,Sumter County Page 10 of 11 B:3258 P:452

(SIGNATURE PAGE TO MORTGAGE AND SECURITY AGREEMENT)

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

MORTGAGOR:

Signed, sealed and delivered in the presence of the following witnesses:

LEGACY LIFESTYLES TRAILWINDS PROPERTY LLC, a Delaware limited liability company

By: Legacy Lifestyles Trailwinds Project LP, a Delaware limited partnership, as its sole Member

By: Legacy Lifestyles Trailwinds Project GP LLC, a Delaware limited liability company, as its general partner

Matthew Sheehan
Signature of Witness
Matthew Sheehan
Printed Name of Witness

By: [Signature]
David S. Coia, as Vice President

(Corporate Seal)

M.E. Sassone
Signature of Witness
M.E. Sassone
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on May 9, 2017, by David S. Coia, as Vice President of LEGACY LIFESTYLES TRAILWINDS PROJECT GP LLC, a Delaware limited liability company, as general partner of LEGACY LIFESTYLES TRAILWINDS PROJECT LP, a Delaware limited partnership, as sole member of LEGACY LIFESTYLES TRAILWINDS PROPERTY LLC, a Delaware limited liability company, on behalf of said company, partnership and corporation. Such person is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
(Notary Public Signature)

(Name typed, printed or stamped)
Commission No.: _____
My Commission Expires: _____

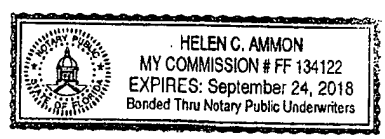


Exhibit "A"

The land referred to herein below is situated in the County of Sumter, State of Florida, and is described as follows:

Parcel R1-1, TRAILWINDS VILLAGE, as per plat thereof recorded in Plat Book 16, Page(s) 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 131.79 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.

Appendix “M”
to the Fifth 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 June 3, 2024

	CDN \$					TOTAL CDN \$	US \$					TOTAL US \$
	LONGLEAF	OCOEE	TRAILWINDS	SUMMERLIN	DESTIN		LONGLEAF	OCOEE	TRAILWINDS	FT. MYERS	DESTIN	
Receipts												
Sale of Assets										\$ 4,025,000		\$ 4,025,000
Receiver's Loan							\$ 1,152,000	\$ 631,000	\$ 454,100	\$ 743,125	\$ 705,000	\$ 3,685,225
Earnest Refund											50,000	50,000
Cash in Bank	\$ 1,138	\$ 884	\$ 5,823	\$ 790	\$ 1,241	\$ 9,875						
Interest	683	552	631	592	731	3,189	2,648	5,807	3,009	3,574.75	46,043	61,083
Total Receipts	1,820	1,436	6,455	1,381	1,972	13,064	1,154,648	636,807	457,109	746,699.75	4,826,043	7,821,308
Disbursements												
Property Taxes						-	447,137	47,871	48,033	74,530	100,055	717,626
Hillmount loan interest						-	171,233	111,899	80,633	129,109	116,686	609,560
Hillmount loan fees						-	58,631	31,853	30,945	33,796	26,763	181,988
N21												
Developer						-	55,000	54,000		65,000	50,000	224,000
Architect Fees						-	45,000			40,000	40,000	125,000
Civil/Site Engineers						-	9,200	20,000		20,700	52,600	102,500
Building Engineers						-	29,210			32,000	31,600	92,810
Landscape Design						-	20,000	20,000		20,000	20,000	80,000
Interior Design						-	23,000			23,000	23,000	69,000
N21 Retainer						-	25,000	25,000			10,000	60,000
Operator						-	13,225	13,225		13,225	13,225	52,900
Market Study						-	9,200	9,200		9,200	9,200	36,800
Reimbursable Expenses						-		4,000		3,000	2,885	9,885
Lawson Group Arcitect Retainer						-					5,245	5,245
Realtor Commission						-					161,000	161,000
US legal fees and disbursements						-	22,560	22,059	43,764	19,788	35,899	144,070
Title Fees						-	12,593	9,545	14,041	11,186	11,458	58,823
Property Owners Association						-			25,493			25,493
Consulting Services						-		7,000				7,000
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						-	3,811	3,928	4,087	4,723	3,907	20,456
Delaware State Tax						-	2,700	2,700	2,700	2,700	2,700	13,500
Insurance						-	2,006	2,308	2,006	2,006	1,311	9,637
Service Charges						-	123	608	508	1,094	1,167	3,500
Property Maintenance						-				1,164		1,164
Receiver's Fees	124,190	149,504	123,636	130,064	154,412	681,806						-
Legal Fees	76,179	80,636	93,724	93,057	139,933	483,529						-
HST Paid	14,859	15,593	16,987	16,839	23,588	87,866						-
Travel Expenses	309	309	309	309	309	1,543	423	423	423	421	423	2,114
General & Administrative						477						-
Filing fee	73	73	73	73	73	365						-
Total Disbursements	215,610	246,114	234,729	240,342	318,792	1,255,586	957,994	393,576	260,591	514,601	727,082	2,853,844
Excess of Receipts over Disbursements	(213,790)	(244,678)	(228,274)	(238,960)	(316,820)	(1,242,522)	196,655	243,231	196,518	232,098	4,098,961	4,967,463
Transfer between US/CDN Receivership accounts	215,652	248,168	229,113	243,819	328,188	1,264,939	(166,933)	(191,837)	(177,257)	(188,700)	(252,157)	(976,884)
Ending Balance	\$ 1,862	\$ 3,490	\$ 839	\$ 4,858	\$ 11,368	\$ 22,417	\$ 29,722	\$ 51,394	\$ 19,260	\$ 43,398	\$ 3,846,805	\$ 3,990,579
Distributions												
Hillmount Capital	-	-	-	-	-	-	-	-	-	-	705,000	705,000
Total Distributions	-	-	-	-	-	-	-	-	-	-	705,000	705,000
CASH IN BANK AND INVESTMENTS	\$ 1,862	\$ 3,490	\$ 839	\$ 4,858	\$ 11,368	\$ 22,417	\$ 29,722	\$ 51,394	\$ 19,260	\$ 43,398	\$ 3,141,805	\$ 3,285,579

Appendix “N”
to the Fifth 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 June 4, 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 April 1, 2024 to May 31, 2024 inclusive (the “**Fee Period**”) is CAD \$39,232.50 plus disbursements of CAD \$1.96 plus Harmonized Sales Tax of CAD \$1,743.89 totalling CAD \$40,978.35. 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 Fifth 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 68.75 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.

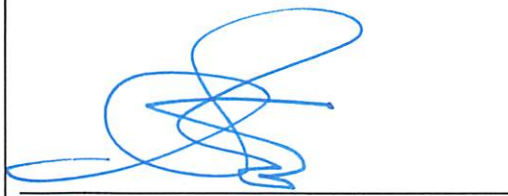
10. I verily believe that the fees and disbursements incurred by the Receiver were fair and reasonable in the circumstances.

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 June 4, 2024.



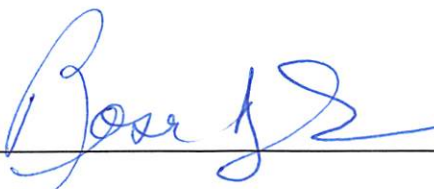
A Commissioner, etc.



Allan A. Rutman

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

This is Exhibit "A" to the Affidavit of
Allan A. Rutman sworn on June 4, 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 #42864

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from April 1, 2024 to April 30, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.75 hours @	\$725.00 per hour	\$	3,443.75
S. Marwaha	S.M.	0.25 hours @	\$415.00 per hour	\$	103.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	<u>362.50</u>
Total fees				\$	3,982.50
* H.S.T. on exigible fees (\$435.00 @ 13%)				\$	<u>56.55</u>
Total Balance Due				\$	<u>4,039.05</u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/1/2024	A.R.	1.00		Call and email correspondence with K. Kraft re: update on Legacy, Destin claims process and court report. Email correspondence to S. Straus re: amended invoice for court approval. Email correspondence with E. Rowe re: scheduling of call to discuss sales update. Email correspondence to S. Straus re: amended invoice on Destin sale. Email correspondence to G. Marchant re: Destin distribution.
4/2/2024	A.R.	0.25		Email correspondence with S. Thompson re: Ocoee shared costs. Email exchange with counsel re: Destin Receiver Certificate. Review update from E. Rowe re: Ocoee potential purchaser. Email correspondence with C. Collier re: Summerlin offer received and scheduling of call to discuss same.
4/2/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
4/3/2024	A.R.	0.25		Conference call with CBRE and C. Collier re: Summerlin offer review. Review and execute Destin Receiver's Certificate.
4/4/2024	A.R.	0.25		Call with Y. Levinson re: update on sale process and offer received on Ft. Myers. Review Affidavit of Fees. Review update from E. Rowe re: potential purchaser of Ocoee. Review correspondence from Edinburg Land Company and CBRE re: Summerlin offer. Email exchange with K. Kraft re: outstanding US legal fee invoices.
4/8/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/10/2024	A.P.	0.25	*	March 2024 bank reconciliations.
4/11/2024	A.R.	0.25		Review updated Statement of Receipts and Disbursements and Affidavit of Fees; forward to counsel. Various email correspondence with C. Collier re: Longleaf offer. Email correspondence to Hillmount Capital re: Longleaf offer received. Review update from C. Baverman re: update on Trailwinds; forward same to Hillmount Capital. Email update to Hillmount Capital re: Ocoee sale.
4/11/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/15/2024	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>
4/15/2024	A.R.	0.50		Various email correspondence with S. Straus re: Pinnacle offer; email correspondence and discussion with Hillmount Capital re: same. Email correspondence to C. Collier re: Pinnacle LOI and contacting D. Lawson to determine time frame on site approval. Email correspondence to S. Straus re: request for Destin amended invoice. Review Destin Claims Procedure Order. Email correspondence to S. Straus re: updated invoice.
4/16/2024	A.R.	0.25		Conference call with CBRE re: update on Longleaf and Fort Myers. Engaged in various email correspondence with C. Collier, N. Kercher and E. Rowe re: Pinnacle LOI. Call with S. Straus. Review NFSD, LLC LOI for Longleaf. Review draft report to court; email comments to counsel.
4/16/2024	S.M.	0.25		Review and provided comments for Report of Receiver and sent to A. Rutman for review.
4/17/2024	A.R.	0.50		Engaged in various email correspondence with M. Kercher and S. Straus re: Ft. Myers LOI. Email correspondence re: revised S. Straus invoice re: Destin. Review correspondence from K. Kraft re: Destin - mortgage enforceability opinion. Email correspondence and call with Y. Levinson re: update on Longleaf and Ft. Myers sale. Email correspondence with Dentons Canada re: claims process.
4/18/2024	A.R.	0.25		Review file and legal documents. Calls with S. Straus. Review email correspondence from S. Straus re: amendments to Summerlin LOI. Conference call with E. Rowe re: update on Longleaf and Ft. Myers. Review Inspector Report.
4/19/2024	A.R.	0.25		Review and engage in various email correspondence re: Longleaf LOI; email correspondence and call with S. Straus re: same. Call with E. Rowe. Review Motion Record. Review and execute Receiver report. Review S. Straus amended invoice re: Destin; forward to counsel.
4/21/2024	A.R.	0.50		Engaged in various email correspondence with S. Straus and Dentons Canada re: sale of Ft. Myers and issues relating to court approval. Review correspondence from counsel re: recognition orders for claims process and Ft. Myers sale.
4/25/2024	A.R.	0.50		Conference call with E. Rowe, M. Kercher and C. Collier. Email correspondence with E. Rowe re: revised marketing summary for Summerlin with details on the new LOI (from Arena Capital). Email correspondence with investor re: update on Destin sale

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
				approval and distribution. Email exchange with counsel re: update on sale process, Summerlin offer and preparation of supplemental report to court. Review email correspondence re: S. Straus Fee Affidavit. Call with S. Straus.

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

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**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 #42869

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, 2024 to May 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	8.75 hours @	\$725.00 per hour	\$	6,343.75
C. Rosner	C.R.	0.25 hours @	\$470.00 per hour	\$	117.50
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	8.50 hours @	\$290.00 per hour	\$	2,465.00
Total fees				\$	8,998.75
Miscellaneous disbursements (mail, etc.)				\$	0.40
Subtotal				\$	8,999.15
* H.S.T. on exigible fees (\$7,612.90 @ 13%)				\$	989.68
Total Balance Due				\$	9,988.83

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2024	A.R.	0.50	*	Email exchange with E. Rowe re: scheduling of call to discuss Ft. Myers. Conference call with E. Rowe and C. Collier. Review correspondence from C. Collier re: sale process and track record of potential purchaser. (*Review Supplementary Motion Record). Review S. Straus Fee Affidavit and various email correspondence. Email correspondence to S. Straus re: sale of Ft. Myers. (*Review Supplementary Report; email correspondence with counsel re: same). Email correspondence to investor re: update on Trailwinds. Email exchange with S. Straus re: draft Purchase and Sale Agreement. Review Purchase and Sale Agreement received by potential purchaser of Ft. Myers; email correspondence with S. Straus re: comments. Email correspondence with C. Braverman re: update on Trailwinds due diligence.
5/2/2024	A.R.	0.25	*	Email correspondence re: Destin Claims Process approval and distribution.
5/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/3/2024	A.R.	0.75	*	Email correspondence with E. Rowe re: update on sale process. (*Various email correspondence re: Destin Claims Process Motion. Conference call with counsel re: Motion). Call with S. Straus re: Ft. Myers Purchase and Sale Agreement.
5/6/2024	A.R.	1.50	*	Call to S. Straus re: Ft. Myers. (*Draft correspondence to creditors re: Destin claims process; various email exchange with counsel re: same. Email correspondence with G. Marchant re: sales process. Review Order and Endorsement).
5/7/2024	A.P.	0.25	*	April 2024 bank reconciliations.
5/7/2024	A.R.	1.75	*	(*Engaged in numerous email correspondence with counsel re: drafting of creditor claim package for Destin. Calls with various investors re: Destin distribution. Engaged in numerous email correspondence and discussions with R. DaSilva re: creditors package and article for National Post). Email correspondence re: draft Purchase and Sale Agreement. Review various email correspondence from S. Straus re: draft Summerlin Purchase and Sale Agreement.
5/7/2024	R.D.	7.00	*	Matters relating to Destin claim process and packages and emails to be sent to creditors.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/8/2024	A.R.	1.25	*	(*Engaged in various email correspondence and calls with various investors re: Destin distribution and claim document package. Various email correspondence and calls re: clarification of USD currency on claims). Reviewed and engaged in various email correspondence re: amendments to Summerlin Landings Agreement of Purchase and Sale on Ft. Myers.
5/9/2024	A.R.	0.50	*	Review and execute Ft. Myers Purchase and Sale Agreement; email exchange with S. Straus re: same. (*Review Court Order and Claims Procedure Order). Email correspondence with G. Marchant. (*Call with Destin investor). Email correspondence with C. Collier re: update on Longleaf Purchase Agreement. (*Email correspondence with Dentons re: seeking approval on Ft. Myers and Trailwinds). Numerous email correspondence re: finalization and execution of Ft. Myers Agreement. Email correspondence with investor re: update on Trailwinds.
5/10/2024	A.R.	0.25	*	Call with CBRE re: update on sale process. Email correspondence re: Destin ad in National Post. Calls with Destin creditors. Email correspondence to Hillmount re: Ft. Myers agreement. Email correspondence to S. Straus re: contacting Longleaf purchaser lawyer. Review Escrow Letter re: Summerlin deposit.
5/13/2024	A.R.	0.50	*	Review projected cash flow; discussion with R. DaSilva re: remaining funds, payment of fees, transfers and request for additional advance from Hillmount. Call and email correspondence with G. Marchant re: Destin distribution.
5/13/2024	C.R.	0.25		Call with Allan and review filings.
5/13/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Updated projected cash flow. Email correspondence with Hillmount Capital re: advance request. Payment of UCC Delaware State Tax.
5/14/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/15/2024	A.R.	1.25		Email correspondence and call with C. Rosner re: US tax filings. Email exchange with S. Marwaha re: filing of US tax return re: sale of Destin; review schedule, capitalized amounts and financials. Email correspondence with M. Marchant re: recent tax filings. Email correspondence re: request for S. Straus to

Page 4

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				contact Longleaf buyers attorney and request for draft Purchase and Sale Agreement. Review correspondence from S. Straus re: executed Ft. Myers Agreement and scheduling of court for approval.
5/16/2024	A.R.	0.25		Email correspondence with S. Marwaha and C. Rosner re: Destin US filing tax return and financials. Review update from K. Kraft re: court date for approval of sale on Ft. Myers and Trailwinds.
5/28/2024	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.

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**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 #42865

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from April 1, 2024 to April 30, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours @	\$725.00 per hour	\$	2,718.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	<u>362.50</u>
Total fees				\$	3,153.75
* H.S.T. on exigible fees (\$435.00 @ 13%)				\$	<u>56.55</u>
Total Balance Due				\$	<u><u>3,210.30</u></u>

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/2/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
4/4/2024	A.R.	0.25		Call with Y. Levinson re: update on sale process and offer received on Ft. Myers. Review Affidavit of Fees. Review update from E. Rowe re: potential purchaser of Ocoee. Review correspondence from Edinburg Land Company and CBRE re: Summerlin offer. Email exchange with K. Kraft re: outstanding US legal fee invoices.
4/9/2024	A.R.	0.25		Email exchange with C. Collier re: update on Longleaf sale. Email correspondence with E. Rowe.
4/9/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/10/2024	A.P.	0.25	*	March 2024 bank reconciliations.
4/11/2024	A.R.	0.50		Review updated Statement of Receipts and Disbursements and Affidavit of Fees; forward to counsel. Various email correspondence with C. Collier re: Longleaf offer. Email correspondence to Hillmount Capital re: Longleaf offer received. Review update from C. Baverman re: update on Trailwinds; forward same to Hillmount Capital. Email update to Hillmount Capital re: Ocoee sale.
4/11/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/12/2024	A.R.	0.50		Review email correspondence and LOI on Longleaf property. Call with E. Rowe. Email correspondence with CBRE re: scheduling of calls re: updates on properties. Email correspondence with S. Marwaha re: response to S. Thompson on Ocoee shared costs.
4/15/2024	A.R.	0.50		Various email correspondence with S. Straus re: Pinnacle offer; email correspondence and discussion with Hillmount Capital re: same. Email correspondence to C. Collier re: Pinnacle LOI and contacting D. Lawson to determine time frame on site approval. Email correspondence to S. Straus re: request for Destin amended invoice. Review Destin Claims Procedure Order. Email correspondence to S. Straus re: updated invoice.
4/15/2024	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>
4/16/2024	A.R.	0.50		Conference call with CBRE re: update on Longleaf and Fort Myers. Engaged in various email correspondence with C. Collier, N. Kercher and E. Rowe re: Pinnacle LOI. Call with S. Straus. Review NFSD, LLC LOI for Longleaf. Review draft report to court; email comments to counsel.
4/18/2024	A.R.	0.50		Review file and legal documents. Calls with S. Straus. Review email correspondence from S. Straus re: amendments to Summerlin LOI. Conference call with E. Rowe re: update on Longleaf and Ft. Myers. Review Inspector Report.
4/19/2024	A.R.	0.25		Review and engage in various email correspondence re: Longleaf LOI; email correspondence and call with S. Straus re: same. Call with E. Rowe. Review Motion Record. Review and execute Receiver report. Review S. Straus amended invoice re: Destin; forward to counsel.
4/22/2024	A.R.	0.25		Engaged in numerous email correspondence with counsel and S. Straus re: Ft. Myers LOI, preparation of Agreement of Purchase and Sale and obtaining court approval. Review and execute Ocoee listing agreement. Email correspondence with E. Rowe re: listing extensions for New Port Richey and Fort Myers listing agreements.
4/25/2024	A.R.	0.25		Conference call with E. Rowe, M. Kercher and C. Collier. Email correspondence with E. Rowe re: revised marketing summary for Summerlin with details on the new LOI (from Arena Capital). Email correspondence with investor re: update on Destin sale approval and distribution. Email exchange with counsel re: update on sale process, Summerlin offer and preparation of supplemental report to court. Review email correspondence re: S. Straus Fee Affidavit. Call with S. Straus.

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 #42870

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, 2024 to May 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.75 hours @	\$725.00 per hour	\$	2,718.75
C. Rosner	C.R.	0.25 hours @	\$470.00 per hour	\$	117.50
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	362.50
Total fees				\$	3,271.25
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	3,271.64
* H.S.T. on exigible fees (\$616.64 @ 13%)				\$	80.16
Total Balance Due				\$	3,351.80

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2024	A.R.	0.25	*	Email exchange with E. Rowe re: scheduling of call to discuss Ft. Myers. Conference call with E. Rowe and C. Collier. Review correspondence from C. Collier re: sale process and track record of potential purchaser. (*Review Supplementary Motion Record). Review S. Straus Fee Affidavit and various email correspondence. Email correspondence to S. Straus re: sale of Ft. Myers. (*Review Supplementary Report; email correspondence with counsel re: same). Email correspondence to investor re: update on Trailwinds. Email exchange with S. Straus re: draft Purchase and Sale Agreement. Review Purchase and Sale Agreement received by potential purchaser of Ft. Myers; email correspondence with S. Straus re: comments. Email correspondence with C. Braverman re: update on Trailwinds due diligence.
5/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/7/2024	A.P.	0.25	*	April 2024 bank reconciliations.
5/9/2024	A.R.	0.50	*	Review and execute Ft. Myers Purchase and Sale Agreement; email exchange with S. Straus re: same. (*Review Court Order and Claims Procedure Order). Email correspondence with G. Marchant. (*Call with Destin investor). Email correspondence with C. Collier re: update on Longleaf Purchase Agreement. (*Email correspondence with Dentons re: seeking approval on Ft. Myers and Trailwinds). Numerous email correspondence re: finalization and execution of Ft. Myers Agreement. Email correspondence with investor re: update on Trailwinds.
5/10/2024	A.R.	0.25	*	Call with CBRE re: update on sale process. Email correspondence re: Destin ad in National Post. Calls with Destin creditors. Email correspondence to Hillmount re: Ft. Myers agreement. Email correspondence to S. Straus re: contacting Longleaf purchaser lawyer. Review Escrow Letter re: Summerlin deposit.
5/13/2024	C.R.	0.25		Call with Allan and review filings.
5/13/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Updated projected cash flow. Email correspondence with Hillmount Capital re: advance request. Payment of UCC Delaware State Tax.
5/14/2024	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>
5/15/2024	A.R.	0.50		Email correspondence and call with C. Rosner re: US tax filings. Email exchange with S. Marwaha re: filing of US tax return re: sale of Destin; review schedule, capitalized amounts and financials. Email correspondence with M. Marchant re: recent tax filings. Email correspondence re: request for S. Straus to contact Longleaf buyers attorney and request for draft Purchase and Sale Agreement. Review correspondence from S. Straus re: executed Ft. Myers Agreement and scheduling of court for approval.
5/17/2024	A.R.	0.25		Call with CBRE re: update on sales process.
5/21/2024	A.R.	0.50		Call with S. Straus. Call with Summerlin investor. Forward Utility Letter of Commitment on Longleaf from Pasco County to E. Rowe and C. Collier. Email correspondence with Hillmount Capital re: Ocoee and Summerlin advance. Various email correspondence with S. Straus re: Longleaf Purchase and Sale Agreement.
5/22/2024	A.R.	0.25		Email correspondence with S. Straus re: update on Longleaf Agreement.
5/27/2024	A.R.	0.25		Call and email correspondence with Hillmount re: advance on Ocoee and Summerlin. Email correspondence with S. Straus re: Longleaf Agreement.
5/28/2024	A.R.	0.25	*	(*Email correspondence with Hillmount re: Ocoee and Summerlin advance). Email correspondence with counsel re: status conference in the US Chapter 15 Bankruptcy Cases. Email correspondence to S. Straus re: Longleaf survey.
5/30/2024	A.R.	0.25	*	(*Email correspondence with counsel re: obtaining approval on Ft. Myers and Trailwinds. Review draft Approval and Vesting Order re: Ft. Myers and email correspondence from S. Wilson re: same). Email correspondence to L. Salvatori re: update on Longleaf survey and due diligence.
5/31/2024	A.R.	0.50	*	Conference call with CBRE re: update on sale process. (*Review draft Fifth Report to Court; draft Ft. Myers and Trailwinds approval orders; provide comments to counsel). Various email exchange with S. Straus re: Longleaf survey and extending date to enter into 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 #42866

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from April 1, 2024 to April 30, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.25 hours @	\$725.00 per hour	\$	3,081.25
S. Marwaha	S.M.	3.75 hours @	\$415.00 per hour	\$	1,556.25
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
					\$ 5,000.00
Total fees					\$ 5,000.00
* H.S.T. on exigible fees (\$362.50 @ 13%)					\$ 47.13
					\$ 5,047.13
Total Balance Due					\$ 5,047.13

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/2/2024	A.R.	0.25		Email correspondence with S. Thompson re: Ocoee shared costs. Email exchange with counsel re: Destin Receiver Certificate. Review update from E. Rowe re: Ocoee potential purchaser. Email correspondence with C. Collier re: Summerlin offer received and scheduling of call to discuss same.
4/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
4/4/2024	A.R.	0.25		Call with Y. Levinson re: update on sale process and offer received on Ft. Myers. Review Affidavit of Fees. Review update from E. Rowe re: potential purchaser of Ocoee. Review correspondence from Edinburg Land Company and CBRE re: Summerlin offer. Email exchange with K. Kraft re: outstanding US legal fee invoices.
4/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/5/2024	A.R.	0.50		Call with CBRE re: Ft. Myers and Ocoee update. Review email correspondence from C. Collier re: update on sale process of Ft. Myers and Longleaf. Review email correspondence from E. Rowe re: Ft. Myers offer.
4/8/2024	A.R.	0.50		Email correspondence with S. Thompson re: Ocoee shared costs.
4/9/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/10/2024	A.P.	0.25	*	March 2024 bank reconciliations.
4/10/2024	A.R.	0.25		Email correspondence with C. Collier and E. Rowe re: update on Longleaf offer. Email correspondence with E. Rowe re: scheduled weekly calls. Email correspondence with S. Marwaha re: Ocoee shared costs.
4/10/2024	S.M.	1.00		Review and correspondence with A. Rutman and S. Thompson re: Ocoee cost assessments and report.
4/11/2024	A.R.	0.25		Review updated Statement of Receipts and Disbursements and Affidavit of Fees; forward to counsel. Various email correspondence with C. Collier re: Longleaf offer. Email correspondence to Hillmount Capital re: Longleaf offer received. Review update from C. Baverman re: update on Trailwinds;

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				forward same to Hillmount Capital. Email update to Hillmount Capital re: Ocoee sale.
4/11/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/12/2024	A.R.	0.50		Review email correspondence and LOI on Longleaf property. Call with E. Rowe. Email correspondence with CBRE re: scheduling of calls re: updates on properties. Email correspondence with S. Marwaha re: response to S. Thompson on Ocoee shared costs.
4/12/2024	S.M.	1.75		Review and analysis of Ocoee cost assessments and reports and correspondence with A. Rutman and S. Thompson.
4/16/2024	S.M.	0.25		Review and provided comments for Report of Receiver and sent to A. Rutman for review.
4/18/2024	A.R.	0.25		Review file and legal documents. Calls with S. Straus. Review email correspondence from S. Straus re: amendments to Summerlin LOI. Conference call with E. Rowe re: update on Longleaf and Ft. Myers. Review Inspector Report.
4/18/2024	S.M.	0.75		Discussion and review of the inter-company movement of funds reports among entities and discussion with A. Rutman.
4/19/2024	A.R.	0.25		Review and engage in various email correspondence re: Longleaf LOI; email correspondence and call with S. Straus re: same. Call with E. Rowe. Review Motion Record. Review and execute Receiver report. Review S. Straus amended invoice re: Destin; forward to counsel.
4/22/2024	A.R.	0.50		Engaged in numerous email correspondence with counsel and S. Straus re: Ft. Myers LOI, preparation of Agreement of Purchase and Sale and obtaining court approval. Review and execute Ocoee listing agreement. Email correspondence with E. Rowe re: listing extensions for New Port Richey and Fort Myers listing agreements.
4/25/2024	A.R.	0.25		Conference call with E. Rowe, M. Kercher and C. Collier. Email correspondence with E. Rowe re: revised marketing summary for Summerlin with details on the new LOI (from Arena Capital). Email correspondence with investor re: update on Destin sale approval and distribution. Email exchange with counsel re: update on sale process, Summerlin offer and preparation of

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				supplemental report to court. Review email correspondence re: S. Straus Fee Affidavit. Call with S. Straus.
4/26/2024	A.R.	0.50		Various email correspondence with S. Straus and Dentons Canada re: offers on Summerlin, APS, court approval and revisions to APS. Call with S. Straus. Various email correspondence and conference calls with E. Rowe and M. Kercher re: Ft. Myers and Ocoee.

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

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**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 #42871

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, 2024 to May 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.00 hours @	\$725.00 per hour	\$	725.00
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	362.50
Total fees				\$	1,160.00
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	1,160.39
* H.S.T. on exigible fees (\$616.64 @ 13%)				\$	80.16
Total Balance Due				\$	1,240.55

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2024	A.R.	0.25	*	Email exchange with E. Rowe re: scheduling of call to discuss Ft. Myers. Conference call with E. Rowe and C. Collier. Review correspondence from C. Collier re: sale process and track record of potential purchaser. (*Review Supplementary Motion Record). Review S. Straus Fee Affidavit and various email correspondence. Email correspondence to S. Straus re: sale of Ft. Myers. (*Review Supplementary Report; email correspondence with counsel re: same). Email correspondence to investor re: update on Trailwinds. Email exchange with S. Straus re: draft Purchase and Sale Agreement. Review Purchase and Sale Agreement received by potential purchaser of Ft. Myers; email correspondence with S. Straus re: comments. Email correspondence with C. Braverman re: update on Trailwinds due diligence.
5/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/7/2024	A.P.	0.25	*	April 2024 bank reconciliations.
5/13/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Updated projected cash flow. Email correspondence with Hillmount Capital re: advance request. Payment of UCC Delaware State Tax.
5/14/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/24/2024	A.R.	0.25		Conference call with CBRE re: update on sale process. Email correspondence with S. Marwaha re: comments to Ocoee reimbursement cost summary.
5/28/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/29/2024	A.R.	0.25	*	(*Email correspondence with Dentons re: update on US proceedings and scheduling of court date for approval of Ft. Myers and Trailwinds transaction). Email correspondence with E. Rowe re; update on Ocoee.

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/31/2024	A.R.	0.25	*	Conference call with CBRE re: update on sale process. (*Review draft Fifth Report to Court; draft Ft. Myers and Trailwinds approval orders; provide comments to counsel). Various email exchange with S. Straus re: Longleaf survey and extending date to enter into agreement.

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

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**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 #42867

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from April 1, 2024 to April 30, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.00 hours @	\$725.00 per hour	\$	5,075.00
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				\$	5,437.50
* H.S.T. on exigible fees (\$362.50 @ 13%)				\$	47.13
Total Balance Due				\$	5,484.63

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/2/2024	A.R.	0.25		Email correspondence with S. Thompson re: Ocoee shared costs. Email exchange with counsel re: Destin Receiver Certificate. Review update from E. Rowe re: Ocoee potential purchaser. Email correspondence with C. Collier re: Summerlin offer received and scheduling of call to discuss same.
4/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
4/3/2024	A.R.	0.25		Conference call with CBRE and C. Collier re: Summerlin offer review. Review and execute Destin Receiver's Certificate.
4/4/2024	A.R.	0.25		Call with Y. Levinson re: update on sale process and offer received on Ft. Myers. Review Affidavit of Fees. Review update from E. Rowe re: potential purchaser of Ocoee. Review correspondence from Edinburg Land Company and CBRE re: Summerlin offer. Email exchange with K. Kraft re: outstanding US legal fee invoices.
4/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/5/2024	A.R.	0.50		Call with CBRE re: Ft. Myers and Ocoee update. Review email correspondence from C. Collier re: update on sale process of Ft. Myers and Longleaf. Review email correspondence from E. Rowe re: Ft. Myers offer.
4/9/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/10/2024	A.P.	0.25	*	March 2024 bank reconciliations.
4/11/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/12/2024	A.R.	0.25		Review email correspondence and LOI on Longleaf property. Call with E. Rowe. Email correspondence with CBRE re: scheduling of calls re: updates on properties. Email correspondence with S. Marwaha re: response to S. Thompson on Ocoee shared costs.
4/14/2024	A.R.	0.25		Email correspondence to Hillmount Capital re: revision to Pinnacle offer on Ft. Myers.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/15/2024	A.R.	1.00		Various email correspondence with S. Straus re: Pinnacle offer; email correspondence and discussion with Hillmount Capital re: same. Email correspondence to C. Collier re: Pinnacle LOI and contacting D. Lawson to determine time frame on site approval. Email correspondence to S. Straus re: request for Destin amended invoice. Review Destin Claims Procedure Order. Email correspondence to S. Straus re: updated invoice.
4/16/2024	A.R.	0.50		Conference call with CBRE re: update on Longleaf and Fort Myers. Engaged in various email correspondence with C. Collier, N. Kercher and E. Rowe re: Pinnacle LOI. Call with S. Straus. Review NFSD, LLC LOI for Longleaf. Review draft report to court; email comments to counsel.
4/17/2024	A.R.	0.25		Engaged in various email correspondence with M. Kercher and S. Straus re: Ft. Myers LOI. Email correspondence re: revised S. Straus invoice re: Destin. Review correspondence from K. Kraft re: Destin - mortgage enforceability opinion. Email correspondence and call with Y. Levinson re: update on Longleaf and Ft. Myers sale. Email correspondence with Dentons Canada re: claims process.
4/18/2024	A.R.	0.50		Review file and legal documents. Calls with S. Straus. Review email correspondence from S. Straus re: amendments to Summerlin LOI. Conference call with E. Rowe re: update on Longleaf and Ft. Myers. Review Inspector Report.
4/19/2024	A.R.	0.25		Review and engage in various email correspondence re: Longleaf LOI; email correspondence and call with S. Straus re: same. Call with E. Rowe. Review Motion Record. Review and execute Receiver report. Review S. Straus amended invoice re: Destin; forward to counsel.
4/21/2024	A.R.	0.75		Engaged in various email correspondence with S. Straus and Dentons Canada re: sale of Ft. Myers and issues relating to court approval. Review correspondence from counsel re: recognition orders for claims process and Ft. Myers sale.
4/22/2024	A.R.	0.50		Engaged in numerous email correspondence with counsel and S. Straus re: Ft. Myers LOI, preparation of Agreement of Purchase and Sale and obtaining court approval. Review and execute Ocoee listing agreement. Email correspondence with E. Rowe re: listing extensions for New Port Richey and Fort Myers listing agreements.

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/25/2024	A.R.	0.50		Conference call with E. Rowe, M. Kercher and C. Collier. Email correspondence with E. Rowe re: revised marketing summary for Summerlin with details on the new LOI (from Arena Capital). Email correspondence with investor re: update on Destin sale approval and distribution. Email exchange with counsel re: update on sale process, Summerlin offer and preparation of supplemental report to court. Review email correspondence re: S. Straus Fee Affidavit. Call with S. Straus.
4/26/2024	A.R.	0.75		Various email correspondence with S. Straus and Dentons Canada re: offers on Summerlin, APS, court approval and revisions to APS. Call with S. Straus. Various email correspondence and conference calls with E. Rowe and M. Kercher re: Ft. Myers and Ocoee.
4/28/2024	A.R.	0.25		Email correspondence with E. Rowe re: Summerlin Form of Agreement and status of potential purchasers.

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

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**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 #42872

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, 2024 to May 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.75 hours @	\$725.00 per hour	\$	5,618.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	362.50
					Total fees
				\$	6,053.75
					Miscellaneous disbursements (mail, etc.)
				\$	0.39
					Subtotal
				\$	6,054.14
					* H.S.T. on exigible fees (\$1,522.89 @ 13%)
				\$	197.98
					Total Balance Due
				\$	6,252.12

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2024	A.R.	1.25	*	Email exchange with E. Rowe re: scheduling of call to discuss Ft. Myers. Conference call with E. Rowe and C. Collier. Review correspondence from C. Collier re: sale process and track record of potential purchaser. (*Review Supplementary Motion Record). Review S. Straus Fee Affidavit and various email correspondence. Email correspondence to S. Straus re: sale of Ft. Myers. (*Review Supplementary Report; email correspondence with counsel re: same). Email correspondence to investor re: update on Trailwinds. Email exchange with S. Straus re: draft Purchase and Sale Agreement. Review Purchase and Sale Agreement received by potential purchaser of Ft. Myers; email correspondence with S. Straus re: comments. Email correspondence with C. Braverman re: update on Trailwinds due diligence.
5/3/2024	A.R.	0.50	*	Email correspondence with E. Rowe re: update on sale process. (*Various email correspondence re: Destin Claims Process Motion. Conference call with counsel re: Motion). Call with S. Straus re: Ft. Myers Purchase and Sale Agreement.
5/6/2024	A.R.	0.50	*	Call to S. Straus re: Ft. Myers. (*Draft correspondence to creditors re: Destin claims process; various email exchange with counsel re: same. Email correspondence with G. Marchant re: sales process. Review Order and Endorsement).
5/6/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/7/2024	A.P.	0.25	*	April 2024 bank reconciliations.
5/7/2024	A.R.	0.50	*	(*Engaged in numerous email correspondence with counsel re: drafting of creditor claim package for Destin. Calls with various investors re: Destin distribution. Engaged in numerous email correspondence and discussions with R. DaSilva re: creditors package and article for National Post). Email correspondence re: draft Purchase and Sale Agreement. Review various email correspondence from S. Straus re: draft Summerlin Purchase and Sale Agreement.
5/8/2024	A.R.	0.75	*	(*Engaged in various email correspondence and calls with various investors re: Destin distribution and claim document package. Various email correspondence and calls re: clarification of USD currency on claims). Reviewed and engaged in various email correspondence re: amendments to

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				Summerlin Landings Agreement of Purchase and Sale on Ft. Myers.
5/9/2024	A.R.	1.25	*	Review and execute Ft. Myers Purchase and Sale Agreement; email exchange with S. Straus re: same. (*Review Court Order and Claims Procedure Order). Email correspondence with G. Marchant. (*Call with Destin investor). Email correspondence with C. Collier re: update on Longleaf Purchase Agreement. (*Email correspondence with Dentons re: seeking approval on Ft. Myers and Trailwinds). Numerous email correspondence re: finalization and execution of Ft. Myers Agreement. Email correspondence with investor re: update on Trailwinds.
5/10/2024	A.R.	0.50	*	Call with CBRE re: update on sale process. Email correspondence re: Destin ad in National Post. Calls with Destin creditors. Email correspondence to Hillmount re: Ft. Myers agreement. Email correspondence to S. Straus re: contacting Longleaf purchaser lawyer. Review Escrow Letter re: Summerlin deposit.
5/12/2024	A.R.	0.25		Email exchange with M. Kercher re: Summerlin LOI.
5/13/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Updated projected cash flow. Email correspondence with Hillmount Capital re: advance request. Payment of UCC Delaware State Tax.
5/14/2024	A.R.	0.50		Review correspondence re: due diligence materials for Summerlin. Email exchange with S. Wilson of Dentons Canada re: Ft. Myers reporting letter. Email exchange with counsel re: obtaining court approvals on sale of Ft. Myers and Trailwinds.
5/14/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/16/2024	A.R.	0.25		Email correspondence with S. Marwaha and C. Rosner re: Destin US filing tax return and financials. Review update from K. Kraft re: court date for approval of sale on Ft. Myers and Trailwinds.
5/27/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/28/2024	A.R.	0.25	*	(*Email correspondence with Hillmount re: Ocoee and Summerlin advance). Email correspondence with counsel re:

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				status conference in the US Chapter 15 Bankruptcy Cases. Email correspondence to S. Straus re: Longleaf survey.
5/29/2024	A.R.	0.25	*	(*Email correspondence with Dentons re: update on US proceedings and scheduling of court date for approval of Ft. Myers and Trailwinds transaction). Email correspondence with E. Rowe re; update on Ocoee.
5/30/2024	A.R.	0.50	*	(*Email correspondence with counsel re: obtaining approval on Ft. Myers and Trailwinds. Review draft Approval and Vesting Order re: Ft. Myers and email correspondence from S. Wilson re: same). Email correspondence to L. Salvatori re: update on Longleaf survey and due diligence.
5/31/2024	A.R.	0.50	*	Conference call with CBRE re: update on sale process. (*Review draft Fifth Report to Court; draft Ft. Myers and Trailwinds approval orders; provide comments to counsel). Various email exchange with S. Straus re: Longleaf survey and extending date to enter into agreement.

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

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**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 #42868

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from April 1, 2024 to April 30, 2024.

Time Charges and Expenses:

A. Rutman	A.R.	0.25 hours @	\$725.00 per hour	\$	181.25
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				\$	471.25
* H.S.T. on exigible fees (\$290 @ 13%)				\$	37.70
Total Balance Due				\$	508.95

/Cont.

Page 2

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
4/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare Affidavit of Fees.
4/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
4/10/2024	A.P.	0.25	*	March 2024 bank reconciliations.
4/11/2024	A.R.	0.25		Review updated Statement of Receipts and Disbursements and Affidavit of Fees; forward to counsel. Various email correspondence with C. Collier re: Longleaf offer. Email correspondence to Hillmount Capital re: Longleaf offer received. Review update from C. Baverman re: update on Trailwinds; forward same to Hillmount Capital. Email update to Hillmount Capital re: Ocoee sale.
4/11/2024	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 #42873

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, 2024 to May 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.75 hours @	\$725.00 per hour	\$	1,268.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.25 hours @	\$290.00 per hour	\$	362.50
Total fees				\$	1,703.75
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	1,704.14
* H.S.T. on exigible fees (\$1,160.39 @ 13%)				\$	150.85
Total Balance Due				\$	1,854.99

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
5/1/2024	A.R.	0.50	*	Email exchange with E. Rowe re: scheduling of call to discuss Ft. Myers. Conference call with E. Rowe and C. Collier. Review correspondence from C. Collier re: sale process and track record of potential purchaser. (*Review Supplementary Motion Record). Review S. Straus Fee Affidavit and various email correspondence. Email correspondence to S. Straus re: sale of Ft. Myers. (*Review Supplementary Report; email correspondence with counsel re: same). Email correspondence to investor re: update on Trailwinds. Email exchange with S. Straus re: draft Purchase and Sale Agreement. Review Purchase and Sale Agreement received by potential purchaser of Ft. Myers; email correspondence with S. Straus re: comments. Email correspondence with C. Braverman re: update on Trailwinds due diligence.
5/6/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/7/2024	A.P.	0.25	*	April 2024 bank reconciliations.
5/9/2024	A.R.	0.50	*	Review and execute Ft. Myers Purchase and Sale Agreement; email exchange with S. Straus re: same. (*Review Court Order and Claims Procedure Order). Email correspondence with G. Marchant. (*Call with Destin investor). Email correspondence with C. Collier re: update on Longleaf Purchase Agreement. (*Email correspondence with Dentons re: seeking approval on Ft. Myers and Trailwinds). Numerous email correspondence re: finalization and execution of Ft. Myers Agreement. Email correspondence with investor re: update on Trailwinds.
5/13/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Updated projected cash flow. Email correspondence with Hillmount Capital re: advance request. Payment of UCC Delaware State Tax.
5/14/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/28/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
5/30/2024	A.R.	0.25	*	(*Email correspondence with counsel re: obtaining approval on Ft. Myers and Trailwinds. Review draft Approval and Vesting Order re: Ft. Myers and email correspondence from S.

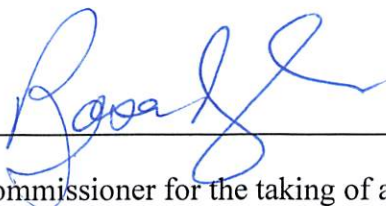
Page 3

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				Wilson re: same). Email correspondence to L. Salvatori re: update on Longleaf survey and due diligence.
5/31/2024	A.R.	0.50	*	Conference call with CBRE re: update on sale process. (*Review draft Fifth Report to Court; draft Ft. Myers and Trailwinds approval orders; provide comments to counsel). Various email exchange with S. Straus re: Longleaf survey and extending date to enter into agreement.

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

n:\trustee\clients\legacy\receivership documents\billings\trailwinds\invoice 42873 - trailwinds - may 2024.docx

This is Exhibit "B" to the Affidavit of
Allan A. Rutman sworn on June 4, 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
APRIL 1, 2024 TO MAY 31, 2024

Legacy Lifestyles Destin LP
Legacy Lifestyles Destin GP Inc.
Legacy Lifestyles Destin Property LLC
Period

April 1 - 30, 2024
May 1 - 31, 2024

	<u>Fees</u>	<u>Disbursements</u>	<u>HST</u>	<u>Total</u>
	\$ 3,982.50		\$ 56.55	\$ 4,039.05
	\$ 8,998.75	\$ 0.40	\$ 989.68	\$ 9,988.83
	<u>\$ 12,981.25</u>	<u>\$ 0.40</u>	<u>\$ 1,046.23</u>	<u>\$ 14,027.88</u>

Legacy Lifestyles Summerlin LP
Legacy Lifestyles Summerlin GP Inc.
Legacy Lifestyles Ft. Myers Property LLC

April 1 - 30, 2024
May 1 - 31, 2024

	\$ 5,437.50		\$ 47.13	\$ 5,484.63
	\$ 6,053.75	\$ 0.39	\$ 197.98	\$ 6,252.12
	<u>\$ 11,491.25</u>	<u>\$ 0.39</u>	<u>\$ 245.11</u>	<u>\$ 11,736.75</u>

Legacy Lifestyles Trailwinds LP
Legacy Lifestyles Trailwinds GP Inc.
Legacy Lifestyles Trailwinds Property LLC

April 1 - 30, 2024
May 1 - 31, 2024

	\$ 471.25		\$ 37.70	\$ 508.95
	\$ 1,703.75	\$ 0.39	\$ 150.85	\$ 1,854.99
	<u>\$ 2,175.00</u>	<u>\$ 0.39</u>	<u>\$ 188.55</u>	<u>\$ 2,363.94</u>

Legacy Lifestyles Ocoee LP
Legacy Lifestyles Ocoee GP Inc.
Legacy Lifestyles Ocoee Property LLC

April 1 - 30, 2024
May 1 - 31, 2024

	\$ 5,000.00		\$ 47.13	\$ 5,047.13
	\$ 1,160.00	\$ 0.39	\$ 80.16	\$ 1,240.55
	<u>\$ 6,160.00</u>	<u>\$ 0.39</u>	<u>\$ 127.29</u>	<u>\$ 6,287.68</u>

Legacy Lifestyles Longleaf LP
Legacy Lifestyles Longleaf GP Inc.
Legacy Lifestyles Longleaf Property LLC

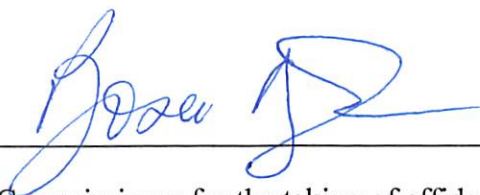
April 1 - 30, 2024
May 1 - 31, 2024

	\$ 3,153.75		\$ 56.55	\$ 3,210.30
	\$ 3,271.25	\$ 0.39	\$ 80.16	\$ 3,351.80
	<u>\$ 6,425.00</u>	<u>\$ 0.39</u>	<u>\$ 136.71</u>	<u>\$ 6,562.10</u>

TOTAL

	<u>\$ 39,232.50</u>	<u>\$ 1.96</u>	<u>\$ 1,743.89</u>	<u>\$ 40,978.35</u>
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This is Exhibit "C" to the Affidavit of
Allan A. Rutman sworn on June 4, 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
PERSONNEL SUMMARY
APRIL 1, 2024 TO MAY 31, 2024

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	13.50	\$ 725.00	\$ 9,787.50
S. Marwaha	0.25	\$ 415.00	\$ 103.75
C. Rosner	0.25	\$ 470.00	\$ 117.50
A. Palmer	0.50	\$ 290.00	\$ 145.00
R. DaSilva	9.75	\$ 290.00	\$ 2,827.50
	<u>24.25</u>		<u>\$ 12,981.25</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	14.75	\$ 725.00	\$ 10,693.75
A. Palmer	0.50	\$ 290.00	\$ 145.00
R. DaSilva	2.25	\$ 290.00	\$ 652.50
	<u>17.50</u>		<u>\$ 11,491.25</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	2.00	\$ 725.00	\$ 1,450.00
A. Palmer	0.50	\$ 290.00	\$ 145.00
R. DaSilva	2.00	\$ 290.00	\$ 580.00
	<u>4.50</u>		<u>\$ 2,175.00</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	5.25	\$ 725.00	\$ 3,806.25
S. Marwaha	3.75	\$ 415.00	\$ 1,556.25
A. Palmer	0.50	\$ 290.00	\$ 145.00
R. DaSilva	2.25	\$ 290.00	\$ 652.50
	<u>11.75</u>		<u>\$ 6,160.00</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	7.50	\$ 725.00	\$ 5,437.50
C. Rosen	0.25	\$ 470.00	\$ 117.50
A. Palmer	0.50	\$ 290.00	\$ 145.00
R. DaSilva	2.50	\$ 290.00	\$ 725.00
	<u>10.75</u>		<u>\$ 6,425.00</u>

TOTAL	<u>68.75</u>		<u>39,232.50</u>
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AVERAGE HOURLY RATE		<u>\$ 570.65</u>	
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Appendix “O”
to the Fifth 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