

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

MOTION RECORD
(returnable September 25, 2024)

September 16, 2024

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INDEX

Tab	Document	Page
1	Notice of Motion dated September 16, 2024	9
2	Sixth Report of the Receiver, dated September 16, 2024	19
A	Appendix "A": Amended Order of Justice Conway, dated February 11, 2022	40
B	Appendix "B": Endorsement of Justice Conway, dated February 11, 2022	66
C	Appendix "C": Corporate structure charts prepared by the Debtors	69
D	Appendix "D": Jurisdictions of the various entities are set out in the chart prepared by the Debtors	75
E	Appendix "E": Order Granting Recognition of Foreign Main Proceeding dated May 9, 2022	77
F	Appendix "F": First Report of the Inspector, dated September 8, 2022	110
G	Appendix "G": Sale Process Order, dated May 23, 2023	165
H	Appendix "H": Claims Procedure Order (Destin), dated May 6, 2024	171
I	Appendix "I": Claims Procedure Order (Trailwinds), dated June 26, 2024	202
J	Appendix "J": Notice of Revision and Disallowance (Destin)	233
K	Appendix "K": Notice of Revision and Disallowance (Trailwinds)	239
L	Appendix "L": Destin Property distribution calculation	245
M	Appendix "M": Trailwinds Property distribution calculation	247
N	Appendix "N": Order, dated September 20, 2022	249
O	Appendix "O": Receiver's R&D, as of September 5, 2024	255
P	Appendix "P": Fee Affidavit of Allan Rutman affirmed September 10, 2024	257
Q	Appendix "Q": Fee Affidavit of Kenneth Kraft affirmed September 11, 2024	319
R	Appendix "R": Affidavit of James Irving, sworn September 12, 2024	386
S	Appendix "S": Affidavit of Douglas Waldorf, sworn September 11, 2024	406
T	Appendix "T": Affidavit of Arnold (Skip) Straus, Jr., sworn September 16, 2024	418
3	Draft Order	433

Tab 1

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BETWEEN:

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TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
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BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
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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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

NOTICE OF MOTION
(returnable September 25, 2024)

Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”), appointed pursuant to the Amended Order of this Honourable Court, dated February 11, 2022 (the “**Receivership Order**”), as amended, will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on September 25, 2024, at 12:00 p.m., or as soon after that time as the motion can be heard.

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

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

at the following location

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

THE MOTION IS FOR:

1. An Order substantially in the form attached as **TAB 3** to the Motion Record of the Receiver dated September 16, 2024 (the “**Motion Record**”), for the following relief:
 - (a) if necessary, abridging the time for service of the Notice of Motion and Motion Record and validating service thereof;
 - (b) approving distributions of the net sale proceeds of the Destin Property and the Trailwinds Property (each defined below);
 - (c) authorizing the Receiver to distribute any remaining net proceeds of the Destin Property and the Trailwinds Property in accordance with the Distribution Calculations (defined below) without the need for any further Court approval;
 - (d) directing that the Receiver shall not have any liability for carrying out the provisions of the Order and making the distributions in accordance with its terms, save and except for any gross negligence or wilful misconduct on its part;
 - (e) approving the Sixth Report to the Court of the Receiver, dated September 16, 2024 (the “**Sixth Report**”), and the activities and conduct of the Receiver described therein, provided, however, that only Zeifman Partners Inc., in its capacity as

Receiver and not in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval;

- (f) approving the Receiver's interim statement of receipts and disbursements, as of September 5, 2024 (the "**R&D**"); and
 - (g) approving the fees and disbursements of the Receiver and its counsel.
2. Such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

3. At the time of the Receiver's appointment, the Debtors' Property was primarily comprised of five real properties in Florida (collectively, the "**Real Properties**"):
- (a) 401 Beach Drive, Destin, Florida ("**Destin Property**");
 - (b) 5578 County Road, 466A, Wildwood, Florida ("**Trailwinds Property**");
 - (c) 10653 Marsha Drive, New Port Richey, Florida;
 - (d) 20161 Summerlin Road, Fort Myers, Florida; and
 - (e) 934 Roberson Road, Ocoee, Florida.
4. The parties to this proceeding include various creditors (the "**Investors**") who loaned funds on an unsecured basis to the Debtors for the purposes of developing senior care facilities (the "**Projects**") on each of the Real Properties.
5. The Receiver was appointed pursuant to the Receivership Order, on the consent of the parties.
6. At the time of the Receiver's appointment, the Projects were in various stages of pre-development and construction had not commenced.

7. On May 9, 2022, pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief, issued by the U.S. Bankruptcy Court for the Middle District of Florida, the Canadian receivership proceedings were recognized in the United States.
8. Pursuant to the Receivership Order, the Receiver engaged Cohen Hamilton Steger & Co. Inc. as inspector (the "**Inspector**") to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties.
9. Pursuant to the Order of the Court, dated May 23, 2023, the Court approved a sale process in respect of the Real Properties and authorized and directed the Receiver to carry out the sale process and engage CBRE Group, Inc. to list the Real Properties for sale.
10. The Destin Property and the Trailwinds Property have both been sold by the Receiver.

Destin and Trailwinds Claims Procedures

11. Pursuant to the Claims Procedure Order (Destin), dated May 6, 2024, the Court approved a claims procedure in respect of claims against Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc. and Legacy Lifestyles Destin Property LLC (collectively, the "**Destin Debtors**"). The claims bar date was June 14, 2024.
12. Pursuant to the Claims Procedure Order (Trailwinds), dated June 26, 2024, the Court approved a claims procedure in respect of claims against Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc. and Legacy Lifestyles Trailwinds Property LLC (collectively, the "**Trailwinds Debtors**"). The claims bar date was August 16, 2024.
13. The Receiver sent Claim Statements (as defined in the Claims Procedure Orders) to each of the Investors in respect of the Trailwinds Property and the Destin Property. All other creditors were required to file a proof of claim.
14. Gregory Marchant filed proofs of claim against the Destin Debtors and the Trailwinds Debtors setting out various categories of monies claimed as owing.

15. On September 4, 2024, the Receiver issued Notices of Revision and Disallowance partially disallowing both of Mr. Marchant's claims.
16. The deadline for Mr. Marchant to file an Objection, as extended, is September 23, 2025.

Destin and Trailwinds Distributions

17. The Receiver has calculated proposed distributions of the proceeds of sale of the Destin Property and the Trailwinds Property, attached as Appendices "L" and "M" to the Second Report (the "**Distribution Calculations**"). They contemplate two scenarios: (a) the allowance of Mr. Marchant's claims in full; and (b) the partial disallowance of Mr. Marchant's claims as set out in the Notices of Revision and Disallowance.
18. Unless resolved before the hearing, the Receiver will holdback the full amount of Mr. Marchant's claims pending the final determination of same and the Investors will receive the smaller distribution amounts.
19. In addition to the distributions to creditors, the Receiver proposes to make the following payments from the proceeds of the Destin Property and the Trailwinds Property:
 - (a) \$33,333.33 to Greg Roberts PC in respect of the Plaintiff's costs award set out in the Receivership Order;
 - (b) \$10,000.00 to Katzman & Associates in respect of the Intervening Investors' costs award; and
 - (c) US\$12,115.00 to N21 Group, LLC (from Destin Property proceeds only).
20. The Inspector reviewed the intercompany transfers amongst the Debtors and determined that the Destin Debtors are indebted to the Trailwinds Debtors on an unsecured basis in the amount of US\$290,997.
21. The Receiver allowed the Trailwinds Debtors' claim against the Destin Debtors in the full amount of the indebtedness. Accordingly, the Distribution Calculations provide for a distribution of a portion of the Destin Property proceeds to the Receiver's trust account in

respect of the Trailwinds Debtors. These funds will be available for distribution to the Trailwinds Debtors' creditors.

22. The Receiver proposes to holdback various amounts from the Destin Property and Trailwinds Property distributions including amounts for fees of the Receiver and its counsel, fees of the Inspector, and the costs awards.

Approval of R&D and Fees

23. The R&D is appended to the Sixth Report.
24. The Receiver requests that this Court approve the following fees and disbursements (collectively, the "**Professional Fees**"), all of which are described in detail in the Sixth Report and the affidavits as to fees, filed:
 - (a) the accounts of the Receiver for the period of June 1, 2024 to August 31, 2024, in the amount of \$62,413.11, inclusive of disbursements and HST;
 - (b) the accounts of Dentons Canada LLP, Canadian counsel to the Receiver, for the period of June 1, 2024 to August 31, 2024, in the amount of \$55,628.41 inclusive of disbursements and HST;
 - (c) the accounts of Dentons Bingham Greenebaum LLP, U.S. counsel to the Receiver, for the period of April 1, 2024 to June 30, 2024, in the amount of US\$9,727.50;
 - (d) the accounts of Dentons Cohen & Grigsby P.C., Florida real estate counsel to the Receiver, for the period of April 19, 2024 to June 24, 2024, in the amount of US\$6,570.00, inclusive of costs; and
 - (e) the accounts of Straus & Associates, P.A., Florida real estate counsel to the Receiver, relating to the Trailwinds Property for the period from November 15, 2023, to August 1, 2024, in the amount of US\$9,125.00, inclusive of disbursements.
25. The Receiver submits that the Professional Fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

Other Grounds

26. Rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure* (Ontario).
27. Section 243 of the *Bankruptcy and Insolvency Act* (Canada).
28. Such further and other grounds as counsel may advise and this Court may permit.

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

29. The Sixth Report;
30. The Affidavit of Allan Rutman affirmed September 10, 2024;
31. The Affidavit of Kenneth Kraft affirmed September 11, 2024;
32. The Affidavit of James Irving, sworn September 12, 2024;
33. The Affidavit of Douglas Waldorf, affirmed September 11, 2024;
34. The Affidavit of Arnold (Skip) Straus, Jr., sworn September 16, 2024; and
35. Such further and other material as counsel may advise and this Honourable Court may permit.

September 16, 2024

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TO: SERVICE LIST

Court File No. CV-21-00668821-00CL¹
HUNTER MILBORNE et al.
Defendants

and

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Plaintiff

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LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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

Tab 2

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

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LEGACY LIFESTYLES LONGLEAF LP**

Applicants

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

**SIXTH REPORT OF THE RECEIVER
September 16, 2024**

TABLE OF CONTENTS

Introduction.....- 1 -

Purpose of the Report.....- 2 -

Terms of Reference.....- 2 -

Background.....- 3 -

Receiver’s Activities.....- 4 -

Destin and Trailwinds Claims Procedures.....- 5 -

Destin and Trailwinds Distributions.....- 7 -

Sale Process Update.....- 11 -

Receipts & Disbursements.....- 12 -

Professional Fees.....- 13 -

Recommendations of the Receiver.....- 15 -

APPENDICES

- A Amended Order of Justice Conway dated February 11, 2022
- B Endorsement of Justice Conway dated February 11, 2022
- C Corporate structure charts prepared by the Debtors
- D Jurisdictions of the various entities are set out in the chart prepared by the Debtors
- E Order Granting Recognition of Foreign Main Proceeding, dated May 9, 2022
- F First Report of the Inspector, dated September 8, 2022
- G Sale Process Order, dated May 23, 2023
- H Claims Procedure Order (Destin), dated May 6, 2024
- I Claims Procedure Order (Trailwinds), dated June 26, 2024
- J Notice of Revision and Disallowance (Destin)
- K Notice of Revision and Disallowance (Trailwinds)
- L Destin Property Distribution Calculation
- M Trailwinds Property Distribution Calculation
- N Order, dated September 20, 2022
- O Receiver's R&D, as of September 5, 2024
- P Affidavit of Allan Rutman, affirmed September 10, 2024
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- R Affidavit of James Irving, sworn September 12, 2024
- S Affidavit of Douglas Waldorf, affirmed September 11, 2024
- T Affidavit of Arnold (Skip) Strauss, affirmed September 16, 2024

INTRODUCTION

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

PURPOSE OF THE REPORT

4. The purpose of this Sixth Report of the Receiver (the “**Sixth Report**”) is to report to the Court on the Receiver’s activities since the date of the Fifth Report, dated June 17, 2024 (the “**Fifth Report**”), and to request an Order:
 - (a) if necessary, abridging the time for service of the Motion Record and validating service thereof;
 - (b) approving distributions of the net sale proceeds of the Destin Property and the Trailwinds Property;
 - (c) authorizing the Receiver to distribute any remaining net proceeds of the Destin Property and the Trailwinds Property in accordance with the Distribution Calculations (defined below) without the need for any further Court approval;
 - (d) approving this Sixth Report and the activities and conduct of the Receiver described herein, provided, however, that only Zeifman Partners Inc., in its capacity as Receiver and not in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval;
 - (e) approving the Receiver’s interim statement of receipts and disbursements, as of September 5, 2024 (the “**R&D**”); and
 - (f) approving the fees and disbursements of the Receiver and its counsel.

TERMS OF REFERENCE

5. In preparing this Sixth Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtors’ books and records, discussions with employees, principals and representatives of the Debtors and information from third-party sources (collectively, the “**Information**”). Except as described in this Sixth Report:

- (a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) the Receiver has prepared this Sixth Report in connection with the discharge of the Receiver’s duties and responsibilities pursuant to the Receivership Order and under statute and in support of the relief described herein. Parties using the Sixth Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
6. Unless otherwise stated, all dollar amounts contained in the Sixth Report are expressed in Canadian dollars.

BACKGROUND

7. The parties to this proceeding include various creditors (the “**Investors**”) who loaned funds to the Debtors for the purposes of developing senior care facilities (the “**Projects**”) on each of the Real Properties.
8. At the time of the Receiver’s appointment the Projects were in various stages of pre-development and the subject of litigation amongst the parties. No construction activities had commenced.
9. Based on its review of the Debtors’ books and records, the Receiver understands that approximately US\$33.7 million (plus interest) is owed to the Investors on an unsecured basis. The Investors loaned funds to the Manitoba limited partnerships, who in turn loaned funds on a secured basis to the project limited partnerships and the Delaware LLCs (the title holders to the Real Properties).

10. After its appointment the Receiver was advised by the Florida taxing authorities that significant realty arrears were owing in respect of the Real Properties and tax sales in respect of certain of the Real Properties could be commenced imminently. Furthermore, the title insurer in respect of the Receiver's financing required the issuance of a formal recognition order. Accordingly, the Receiver, in its capacity as Foreign Representation of the Debtors, brought an urgent motion before the U.S. Bankruptcy Court for the Middle District of Florida (the "**U.S. Court**") for recognition of the Receivership Order under Chapter 15 of the United States Bankruptcy Code (the "**Bankruptcy Code**").
11. On May 9, 2022, pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief issued by the U.S. Court (the "**Recognition Order**"), the Canadian receivership proceedings were recognized in the United States. A copy of the Recognition Order is attached hereto as **Appendix "E"**.
12. Pursuant to the Receivership Order, the Receiver engaged Cohen Hamilton Steger & Co. Inc. as inspector (the "**Inspector**") to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties.
13. The Inspector issued its First Report, dated September 8, 2022, a copy of which is attached hereto as **Appendix "F"**.

RECEIVER'S ACTIVITIES

14. The activities of the Receiver since the date of the Fifth Report, include:
 - (a) calls and correspondence with N21 Group, LLC ("**N21**") in respect to the status of entitlements (including water and sewage) in respect of the Real Properties;
 - (b) ongoing calls and correspondence with CBRE and Eshenbaugh Land Company LLC with respect to the Sale Process (defined below) and efforts to sell the remaining Real Properties;

- (c) reviewing letters of intent and offers submitted by prospective purchasers and negotiating the terms of same;
- (d) responding to inquiries from Investors and interested parties;
- (e) detailed discussions with interested parties and realtors;
- (f) discussions with Hillmount Capital Inc. with respect to the status of the Sale Process;
- (g) discussing with governmental authorities questions relating to status of Real Properties and permits requiring renewal;
- (h) meeting with consulting firm, Willis Construction Consulting Inc., retained to review and report on accounting of shared services pursuant to easement agreement and restrictive covenant provided by Vivek Investment Corporation, the owner of the property adjacent to the Ocoee Property, forwarding report to counsel for Vivek Investment Corporation and disputing the quantum of shared services claim;
- (i) attending to closing arrangements for the sale of the Trailwinds Property;
- (j) advertising Trailwinds claims procedure and sending out claim statements pursuant to the Claims Procedure Order (Trailwinds), dated May 6, 2024, and responding to queries regarding the Destin claims procedure;
- (k) reviewing proofs of claim filed in Destin claims procedure and Trailwinds claim procedure, instructing independent counsel with respect to the review of claims submitted by Gregory Marchant, and issuing notices of revision and disallowance; and
- (l) drafting this Sixth Report.

DESTIN AND TRAILWINDS CLAIMS PROCEDURES

15. Pursuant to the Order of the Honourable Justice Steele, dated May 23, 2023 (the “**Sale Process Order**”), the Court approved a sale process (the “**Sale Process**”) in respect of the

Real Properties and authorized and directed the Receiver to carry out the Sale Process and engage CBRE Group, Inc. (“**CBRE**”) to list the Real Properties for sale. A copy of the Sale Process Order is attached hereto as **Appendix “G”**.

16. Pursuant to the Approval and Vesting Order, dated January 23, 2024, the Court approved the sale of the Destin Property, which Order was recognized in the United States pursuant to the Order of the U.S. Court, dated February 14, 2024. The sale of the Destin Property closed on March 1, 2024.
17. Pursuant to the Claims Procedure Order (Destin), dated May 6, 2024, the Court approved a claims procedure in respect of claims against Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc. and Legacy Lifestyles Destin Property LLC (collectively, the “**Destin Debtors**”). The claims bar date was June 14, 2024. A copy of the Claims Procedure Order (Destin) is attached hereto as **Appendix “H”**.
18. Pursuant to the Approval and Vesting Order, dated June 26, 2024, the Court approved the sale of the Trailwinds Property, which Order was recognized in the United States pursuant to the Order of the U.S. Court, dated June 17, 2024. The sale of the Trailwinds Property closed on August 1, 2024.
19. Pursuant to the Claims Procedure Order (Trailwinds), dated June 26, 2024, the Court approved a claims procedure in respect of claims against Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc. and Legacy Lifestyles Trailwinds Property LLC (collectively, the “**Trailwinds Debtors**”). The claims bar date was August 16, 2024. A copy of the Claims Procedure Order (Trailwinds) is attached hereto as **Appendix “I”**.
20. Pursuant to the Claims Procedure Orders for the Destin Debtors and the Trailwinds Debtors, the Receiver sent Claim Statements (as defined in the Claims Procedure Orders) to each of the Investors. In the event any Investors disputed the amount of their claim as set out in the Claim Statement, they were required to file a Notice of Dispute. The Receiver did not receive any Notices of Dispute from the Investors.
21. All other creditors were required to file a proof of claim. Only one additional claim was received, from Gregory Marchant.

22. Mr. Marchant filed proofs of claim against the Destin Debtors and the Trailwinds Debtors setting out various categories of monies claimed as owing. Mr. Marchant's proof of claim filed in the Destin claims process claimed unsecured indebtedness owing totaling \$1,197,167.61. Mr. Marchant's proof of claim filed in the Trailwinds claims process claimed unsecured indebtedness owing totaling \$1,223,798.12.
23. The Receiver reviewed the Marchant proofs of claim with the assistance of independent counsel and, on September 4, 2024, issued a Notice of Revision and Disallowance in respect of each proof of claim partially disallowing both of Mr. Marchant's claims. Copies of the Notices of Revision and Disallowance are attached hereto as **Appendices "J" and "K"**.
24. As set out in the Notices of Revision and Disallowance, the Receiver allowed Mr. Marchant's unsecured claims in the following amounts:
 - (a) Destin Debtors – \$260,348.32; and
 - (b) Trailwinds Debtors - \$202,611.39.
25. Pursuant to the Claims Procedure Orders, Mr. Marchant has 15 days from the deemed receipt of the Notices of Revision and Disallowance to file a written objection (an **"Objection"**). Mr. Marchant's counsel requested a tolling of the time period to allow a meeting to take place with the Receiver's independent counsel to review the matter. The Receiver agreed to an extension and the deadline for Mr. Marchant to file an Objection is September 23, 2024. Before the hearing the Receiver will submit a supplementary report to update the Court on whether Mr. Marchant submits an Objection or at least confirms if an Objection will be submitted.

DESTIN AND TRAILWINDS DISTRIBUTIONS

26. The Receiver has calculated proposed distributions of the proceeds of sale of the Destin Property and the Trailwinds Property. The Destin Property distribution calculation is attached hereto as **Appendix "L"**, and the Trailwinds Property distribution calculation is attached hereto as **Appendix "M"** (together, the **"Distribution Calculations"**).

27. The Distribution Calculations each contemplate two scenarios: (a) the allowance of Mr. Marchant's claim in full (highlighted in yellow); and (b) the partial disallowance of Mr. Marchant's claims as set out in the Notices of Revision and Disallowance (highlighted in green). Unless resolved before the hearing, the Receiver will holdback the full amount of Mr. Marchant's claims pending the final determination of same and the Investors will receive the smaller distribution amounts highlighted in yellow. If the claim is resolved and Mr. Marchant advises that he will not object, the Investors will receive the larger distribution amounts highlighted in green.
28. As set out in Distribution Calculations, and described in detail below, in addition to the distributions to creditors, the Receiver proposes to make the following payments from the proceeds of the Destin Property and the Trailwinds Property:
- (a) \$33,333.33 to Greg Roberts PC in respect of the Plaintiff's costs award;
 - (b) \$10,000.00 to Katzman & Associates in respect of the Intervening Investors' costs award; and
 - (c) US\$12,115.00 to N21 (from Destin Property proceeds only).

Costs Awards

29. Paragraph 41 of the Receivership Order grants a costs award in favour of the Plaintiffs and the Intervening Investors:

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

30. The Plaintiffs, who are represented by Greg Roberts, are Investors in three of the real properties: Destin Property, Trailwinds Property and Fort Myers Property. The Receiver's

Distribution Calculations contemplate payments of \$33,333.33 to Greg Roberts PC, on account of 1/3 of the costs award in favour of the Plaintiffs totaling \$100,000.

31. The Intervening Investors, who are represented by Michael Katzman, are Investors in all five of the Real Properties. The Receiver's Distribution Calculations contemplate payments of \$10,000.00 to Katzman & Associates, on account of 1/5 of the costs award in favour of the Intervening Investors totaling \$50,000.

N21

32. The payment to N21 totaling \$12,115.00 from the proceeds of the Destin Property is in respect of fees and expenses remaining owing to N21 for consulting services on unsuccessful refinancing.

Intercompany Debt

33. The Inspector reviewed the intercompany transfers amongst the Debtors and, as set out in the First Report, determined that the Destin Debtors are indebted to the Trailwinds Debtors on an unsecured basis in the amount of US\$290,997.
34. The Receiver allowed the Trailwinds Debtors' claim against the Destin Debtors in the full amount of the indebtedness. Accordingly, the Distribution Calculations provide for a distribution of a portion of the Destin Property proceeds to the Receiver's trust account in respect of the Trailwinds Debtors. These funds will be available for distribution to the Trailwinds Debtors' creditors.
35. The final amount payable to the Trailwinds estate will ultimately depend on whether Mr. Marchant's claim is finally determined as allowed or partially disallowed.

Holdbacks

36. The Receiver proposes to holdback the following amounts from the Destin Property and Trailwinds Property distributions:
 - (a) Fees of the Receiver and its counsel - \$125,000;

- (b) Inspector fee holdbacks:
 - (i) \$21,496.58 on account of 1/5 of the fees of the Inspector (allocated to each of the Destin and Trailwinds Properties); and
 - (ii) \$32,244.88 (pending sale of remaining Real Properties);
 - (c) Plaintiff's cost award holdback - \$16,666.67 (pending sale of remaining Real Properties); and
 - (d) Intervening Investors' cost award holdback - \$15,000.00 (pending sale of remaining Real Properties).
37. The Inspector was engaged by the Receiver pursuant to the terms of the Receivership Order, which empowered the Inspector to investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties.
38. The fees of the Inspector and its counsel, as set out in the invoices provided to the Receiver, total \$107,482.91 (including HST). Pursuant to the Order of the Honourable Justice Kimmel, dated September 20, 2022, the Court approved the fees of the Inspector and its counsel. A copy of the Order, dated September 20, 2022, is attached hereto as **Appendix "N"**.
39. Paragraphs 27 and 28 of the Receivership Order provide as follows with respect to the payment of the Inspector's fees:

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

28. **THIS COURT ORDERS** that the Plaintiffs and any Investor that pays any accounts of either the Receiver or the Inspector shall be entitled to seek an order of the Court providing

for reimbursement of such payments out the Debtors' estate with such priority and at such time as this Court may determine.

40. The Receiver proposes allocating the Inspector's fees evenly to each of the Real Properties such that 1/5 of the fees will be reserved from the proceeds of each Real Property. At this point no party has sought directions as to whether these amounts are to be paid from the estate.

SALE PROCESS UPDATE

41. Three of the five Real Properties remain to be sold. As previously reported, the market in Florida for development property has faced challenges due to higher interest rates, restrictive credit and equity markets, higher construction costs and a general slow down of construction related activity in respect of all development including seniors' housing.
42. Due to the nature of the Real Properties as development properties, it was expected that prospective purchasers would require additional due diligence periods subsequent to the execution of an agreement of purchase and sale. In addition, the Real Properties are located in various municipalities and the local review and approvals processes, which can be lengthy, are outside the control of the Receiver and purchasers.
43. The original listing agreements with CBRE expired on December 13, 2023 and the Receiver entered into agreements providing for an extension of the listing periods to April 30, 2024. As part of the conditions to the extension, Eshenbaugh Land Company LLC ("**Eshenbaugh**") was added to the listing agreements on the Fort Myers Property and Longleaf Property. Eshenbaugh is a Tampa based realty firm with knowledge of the Florida Gulf Coast and land development. The listing agreements in respect of the Ocoee, Longleaf and Fort Myers Properties were subsequently further extended to December 2, 2024.
 - (A) **Fort Myers**
44. Pursuant to the Approval and Vesting Order, dated June 26, 2024, the Court approved the Real Estate Purchase and Sale Agreement, dated May 9, 2024 (the "**Fort Myers Purchase Agreement**") in respect of the sale of the Fort Myers Property.

45. The Fort Myers Purchase Agreement contains certain conditions to closing, including the purchaser obtaining federal low-income housing credits from Florida Housing Finance Corporation. The deadline for the purchaser to receive an award of tax credits, as extended, is October 16, 2024. The purchaser is currently waiting to hear whether it has secured the required tax credits.
46. The Receiver is in receipt of another offer in respect of the Fort Myers Property, however such offer is also conditional.

(B) Ocoee Property

47. The Sale Process in respect of the Ocoee Property has taken longer than originally anticipated and remains ongoing. At the recommendation of CBRE, the marketing of the Ocoee Property was relaunched in January, 2024. Prospective purchasers have expressed interest in making an offer, and discussions with prospective purchasers are continuing, however no offers have been received since the marketing relaunch.

(C) Longleaf Property

48. On June 14, 2024, the Receiver entered into an agreement of purchase and sale in respect of the Longleaf Property, which is subject to a lengthy due diligence period that will expire on January 14, 2025. The Receiver is in respect of the deposit from the purchaser.
49. The Receiver will return to Court to seek approval of the sale of the Longleaf Property in the event that the purchaser completes its due diligence to its satisfaction or waives the condition.

RECEIPTS & DISBURSEMENTS

50. Attached hereto as **Appendix "O"** is a copy of the Receiver's R&D, as of September 5, 2024.

PROFESSIONAL FEES

51. The Receiver seeks approval of its fees and disbursements and those of its legal counsel. In the Receiver's view the professional fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

Receiver

52. The Receiver has maintained separate accounts for each of the five Real Properties. Below is a summary of the Receiver's fees and disbursements for the period from June 1, 2024 to August 31, 2024:

Property	Fees	Disbursements	HST	Total
Longleaf	7,902.50	0.98	249.89	8,153.37
Summerlin	9,896.25	0.97	414.82	10,312.04
Destin	15,196.25	0.99	537.35	15,734.59
Ocoee	8,250.00	0.98	207.47	8,458.45
Trailwinds/Wildwood	18,848.75	0.98	904.93	19,754.66
Total:	\$60,093.75	\$ 4.90	\$2,314.46	\$62,413.11

53. The fees and disbursements of the Receiver are more particularly described in the Affidavit of Allan Rutman, affirmed September 10, 2024, attached hereto as **Appendix "P"**.

Dentons Canada LLP

54. Dentons Canada LLP ("**Dentons Canada**") has acted as Canadian counsel to the Receiver since its appointment. Dentons Canada has maintained separate accounts for each of the five Real Properties. Below is a summary of Dentons Canada's fees and disbursements for the period from June 1, 2024 to August 31, 2024:

Property	Fees	Disbursements	HST	Total
Longleaf	4,039.00	460.18	540.83	5,040.07
Summerlin	12,273.50	513.46	1,662.31	14,449.27

Destin	10,592.00	317.77	1,418.27	12,328.04
Ocoee	2,774.00	83.23	371.45	3,228.68
Trailwinds/Wildwood	19,691.00	814.99	2,665.78	20,582.35
Total:	\$49,369.50	\$2,189.63	\$6,658.64	\$55,628.41

55. The fees and disbursements of Dentons are more particularly described in the Affidavit of Kenneth Kraft, affirmed September 11, 2024, attached hereto as **Appendix “Q”**.

Dentons Bingham Greenebaum LLP

56. Dentons Bingham Greenebaum LLP (“**Dentons BG**”) has acted as U.S. counsel to the Receiver since its appointment. Below is a summary of Dentons BG’s fees and disbursements for the period from April 1, 2024 to June 30, 2024 (all amounts in USD):

Invoice Date (allocated amongst all 5 Real Properties)	Fees	Disbursements	Total
June 12, 2024	5,521.00	0.00	5,521.00
July 9, 2024	3,808.50	398.00	4,206.50
Total:	\$9,329.50	\$ 398.00	\$9,727.50

57. The fees and disbursements of Dentons BG are more particularly described in the Affidavit of James Irving, sworn September 12, 2024, attached hereto as **Appendix “R”**.

Dentons Cohen & Grigsby P.C.

58. Dentons Cohen & Grigsby P.C. (“**DCG**”) has recently acted as Florida real estate counsel to the Receiver to provide a security opinion in respect of the mortgage registered against the Trailwinds Property in favour of Legacy Lifestyles Trailwinds LP. For the period from April 19, 2024 to June 24, 2024, the fees and disbursements of DCG total US\$6,570.00, comprised of fees of US\$6,320 and costs of US\$250.00.

59. The fees and disbursements of DCG are more particularly described in the Affidavit of Douglas Waldorf, affirmed September 11, 2024, attached hereto as **Appendix “S”**.

Straus & Associates, P.A.

60. Straus & Associates, P.A. (“**Straus**”) has acted as Florida real estate counsel to the Receiver since its appointment. Below is a summary of Straus & Associates’ fees and disbursements relating to the Trailwinds Property for the period from November 15, 2023, 2024 to August 1, 2024 (all amounts in USD):

Property	Fees	Disbursements (Technology Fee)	Total
Trailwinds/Wildwood	\$9,090.00	\$35.00	\$9,125.00

61. The fees and disbursements of Straus & Associates are more particularly described in the Affidavit of Arnold (Skip) Straus, Jr., sworn September 16, 2024, attached hereto as **Appendix “T”**.

RECOMMENDATIONS OF THE RECEIVER

62. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief as set out in its Notice of Motion, dated September 16, 2024.

All of the foregoing is respectfully submitted this 16th day of September, 2024.

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

Per:



Name: Allan Rutman

Title: President

Appendix “A”
to the Sixth Report of the Receiver

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

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

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

THE HONOURABLE

)

FRIDAY, THE 11TH

JUSTICE CONWAY

)

DAY OF FEBRUARY, 2022

)

BETWEEN:

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

Plaintiffs

- and -

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

Defendants



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

AMENDED ORDER
(appointing Receiver)

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

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

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

SERVICE

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

INVESTORS

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

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

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

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

INSPECTOR'S POWERS

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

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

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

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER OR INSPECTOR

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON LIABILITY OF RECEIVER AND INSPECTOR

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

ACCOUNTS OF RECEIVER AND INSPECTOR

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

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

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

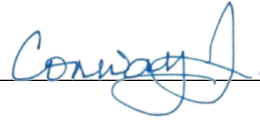
40. **THIS COURT ORDERS** that the Receiver or the Inspector be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver and the Inspector are authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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

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

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

SCHEDULE "A"

DESCRIPTION OF THE REAL PROPERTIES

Destin Property

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

Trailwinds Property

In the County of Sumter, State of Florida:

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

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

Summerlin Property

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

Ocoee Property

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

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTRY, FLORIDA; THENCE RUN NORTH 89°35'56" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1321.84 FEET, TO THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 00°09'18" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTH RIGHT-OF- WAY LINE OF ROBERSON ROAD; THENCE RUN SOUTH 89°35'56" WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 640.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°09'28" WEST, A DISTANCE OF 200.02 FEET; THENCE RUN SOUTH 89°59'28" EAST, A DISTANCE OF 368.32 FEET; THENCE RUN NORTH 09°36'00", A DISTANCE OF 15.36 FEET; THENCE RUN NORTH 00°37'13" EAST, A DISTANCE OF 727.61 FEET; THENCE RUN SOUTH 89°35'56" WEST, A DISTANCE OF 398.15 FEET; THENCE RUN SOUTH 00°09'18" EAST, A DISTANCE 1155.00 FEET, TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN NORTH 89° 35'56" EAST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 6.76 ACRES MORE OR LESS.

Longleaf Property

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

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per:

Name:

Title:

SCHEDULE "1"
REAL PROPERTY

[Insert description of Real Property]

SCHEDULE "C"**INTERVENING INVESTORS**

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

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

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

Court File No. CV-21-00668821-00CL
HUNTER MILBORNE et al.⁶
Defendants

and

BERKID INVESTMENTS LIMITED
Plaintiff

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

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AMENDED ORDER

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

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

Lawyer for the Plaintiffs

Appendix “B”
to the Sixth Report of the Receiver

COUNSEL SLIP

COURT FILE CV-21-00668821-00CL; CV-20-
 NO.: 00640893-0000

DATE: 11-FEB-2022

NO. ON LIST 2 and 3

TITLE OF
 PROCEEDING

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

COUNSEL FOR:

PLAINTIFF(S)

G. Roberts

PHONE

APPLICANT(S)

FAX

PETITIONER(S)

EMAIL Greg.roberts@roblaw.ca

COUNSEL FOR:

DEFENDANT(S)

A. Zweig; P. Millar; A. Habas

PHONE

OTHER PARTIES

M. Katzman, for Intervening Investors

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

FAX

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

EMAIL arnold@azweigl.com;
phillip@millarslaw.com;
ahabas@bgchlaw.com;
mkatzman@katzmanlitigation.com;
Kenneth.kraft@dentons.com;
aar@zeifmans.ca;
silver@cassels.com;
fcohen@cohenhamiltonsteger.com

JUDICIAL NOTES:Conway J. Endorsement

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

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

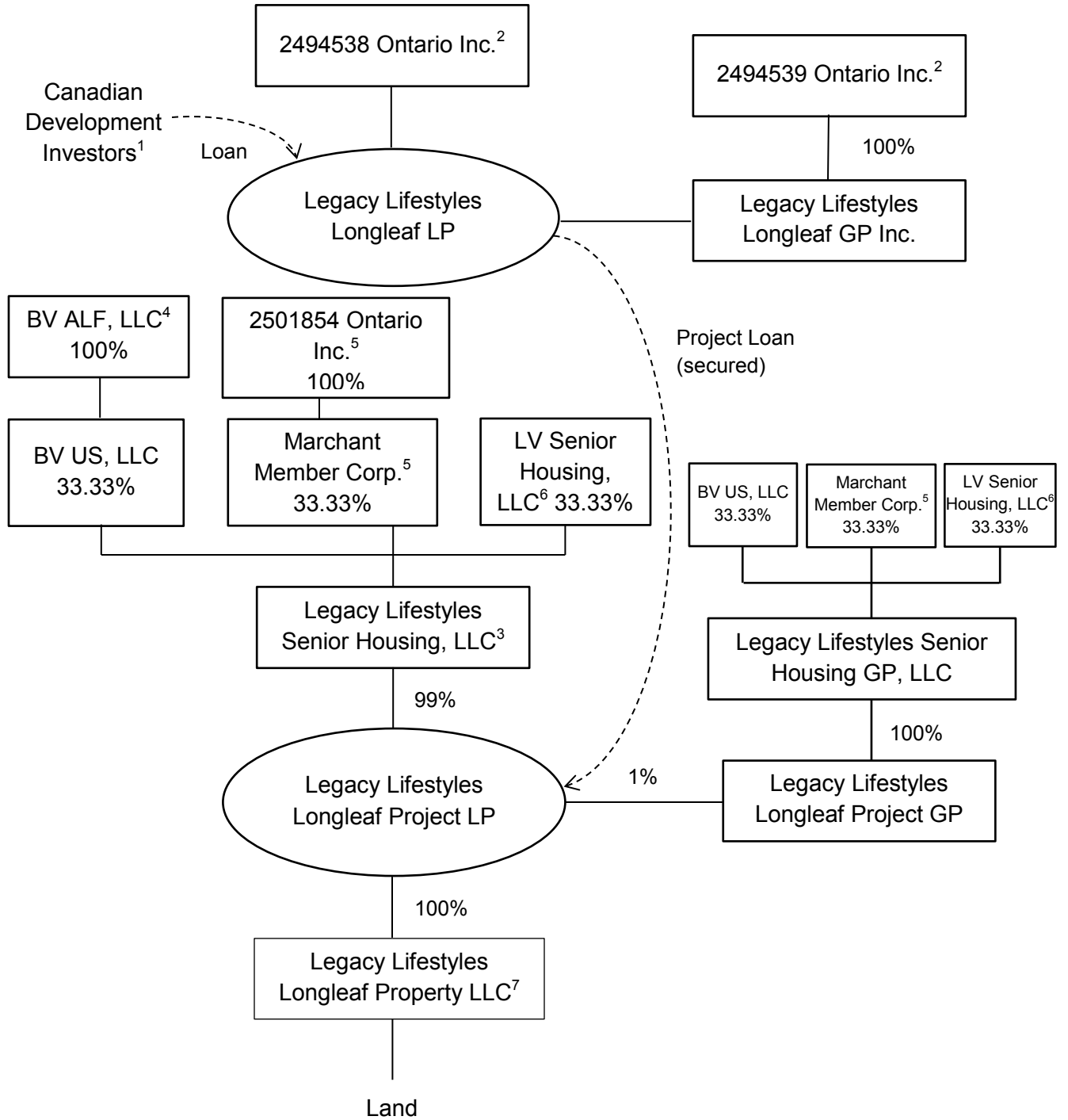
Counsel walked me through the receivership order today. I am satisfied with its terms and have signed it (I amended paragraph 43, last line, to correct the court file number – 22-00674717-00CL).

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

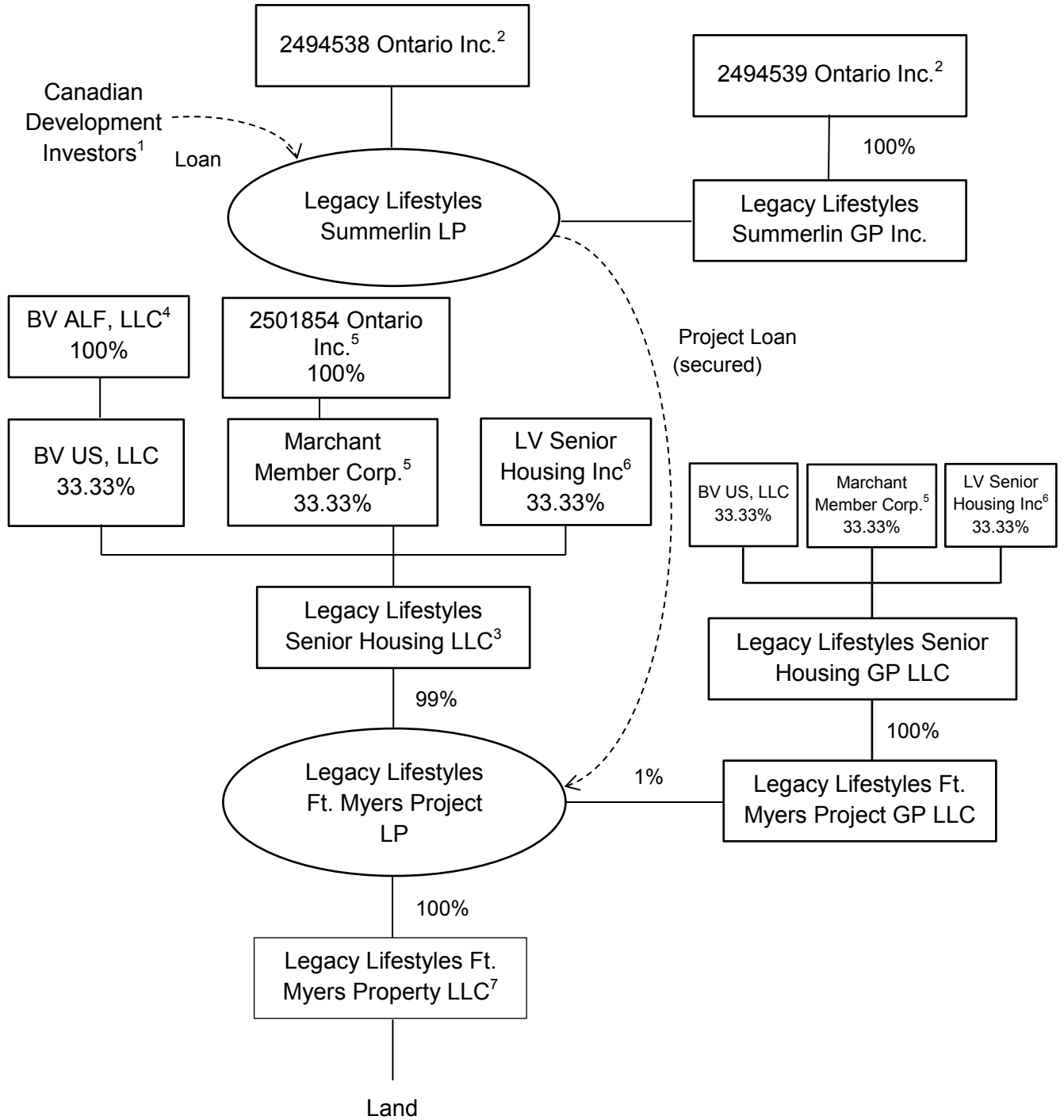
At the appropriate time, counsel may book a scheduling appointment before me, through the Commercial List office, to schedule next steps.

Appendix “C”
to the Sixth Report of the Receiver

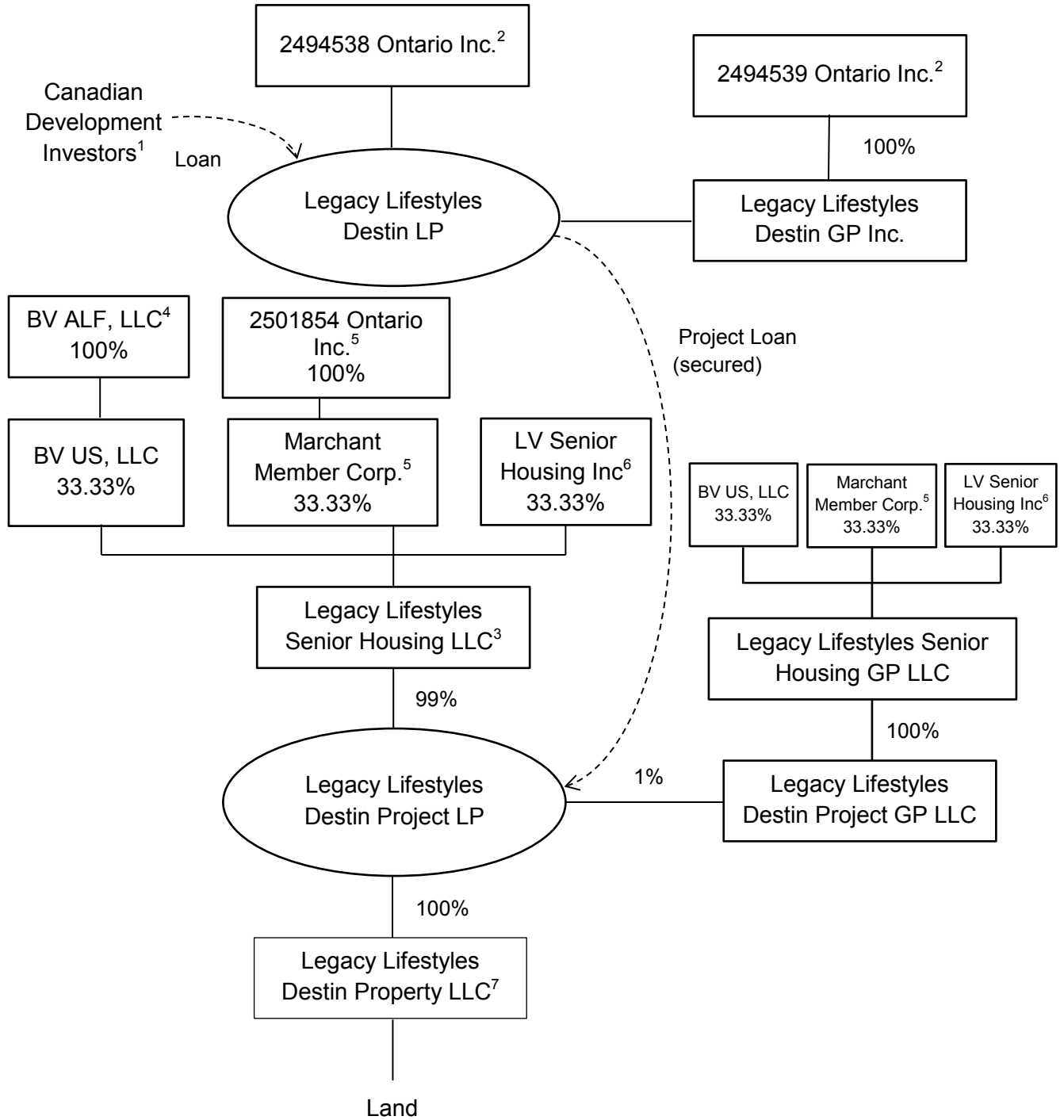
**Project Longleaf
Structure – Phase 1
(Revised June 3, 2016)**



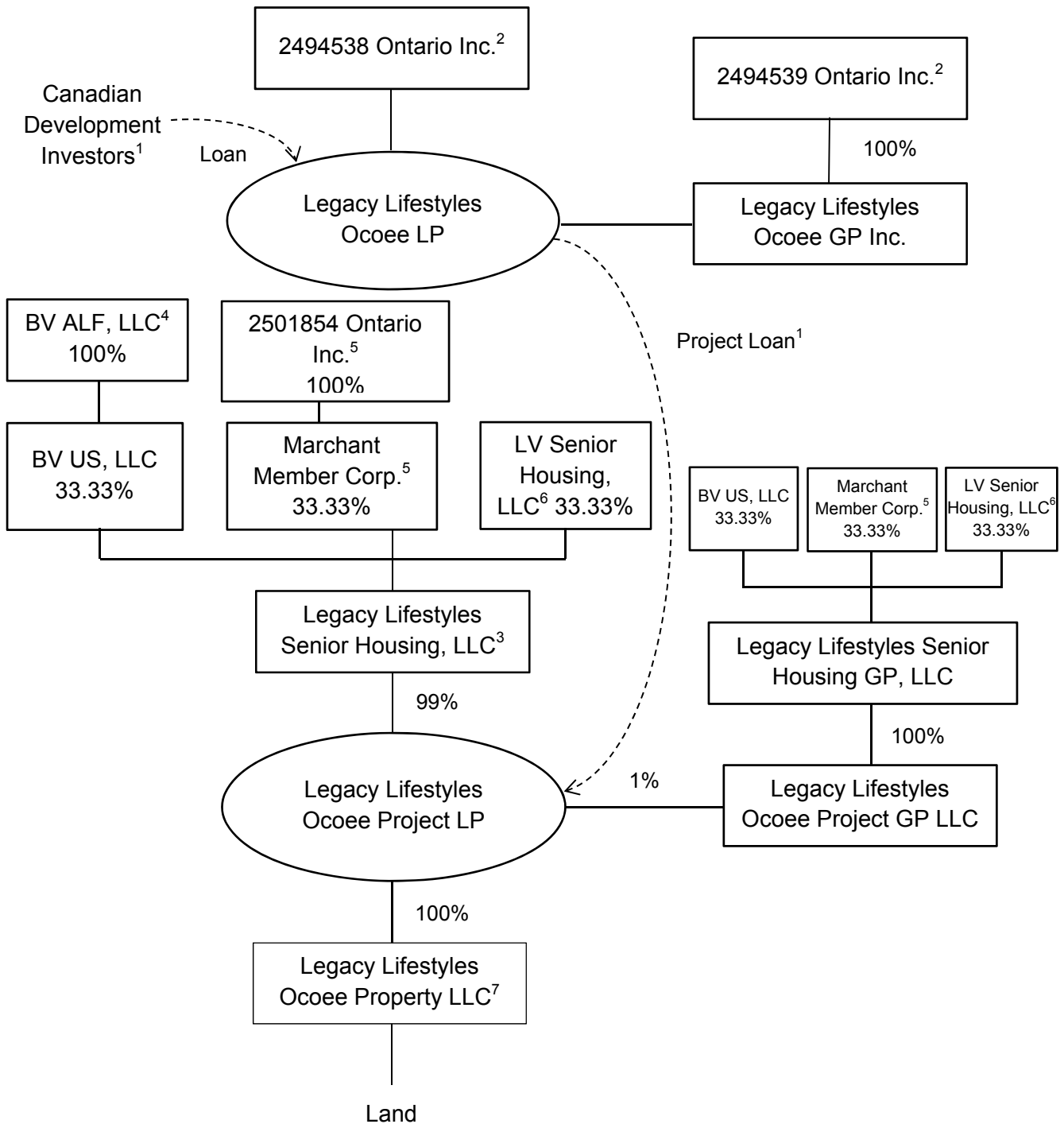
**Project Summerlin
Structure – Phase 1**



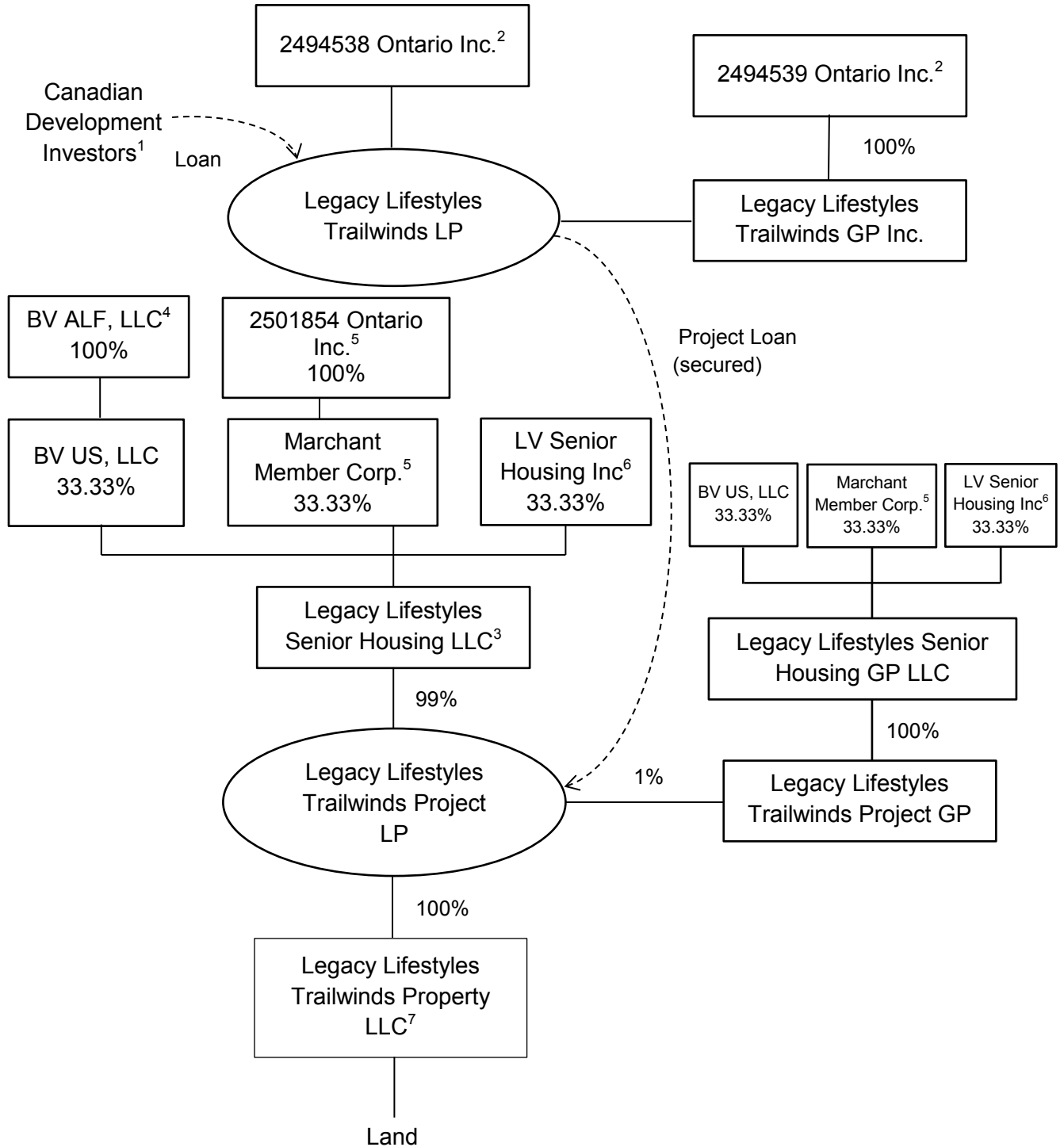
**Project Destin
Structure – Phase 1
(April 7, 2016)**



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

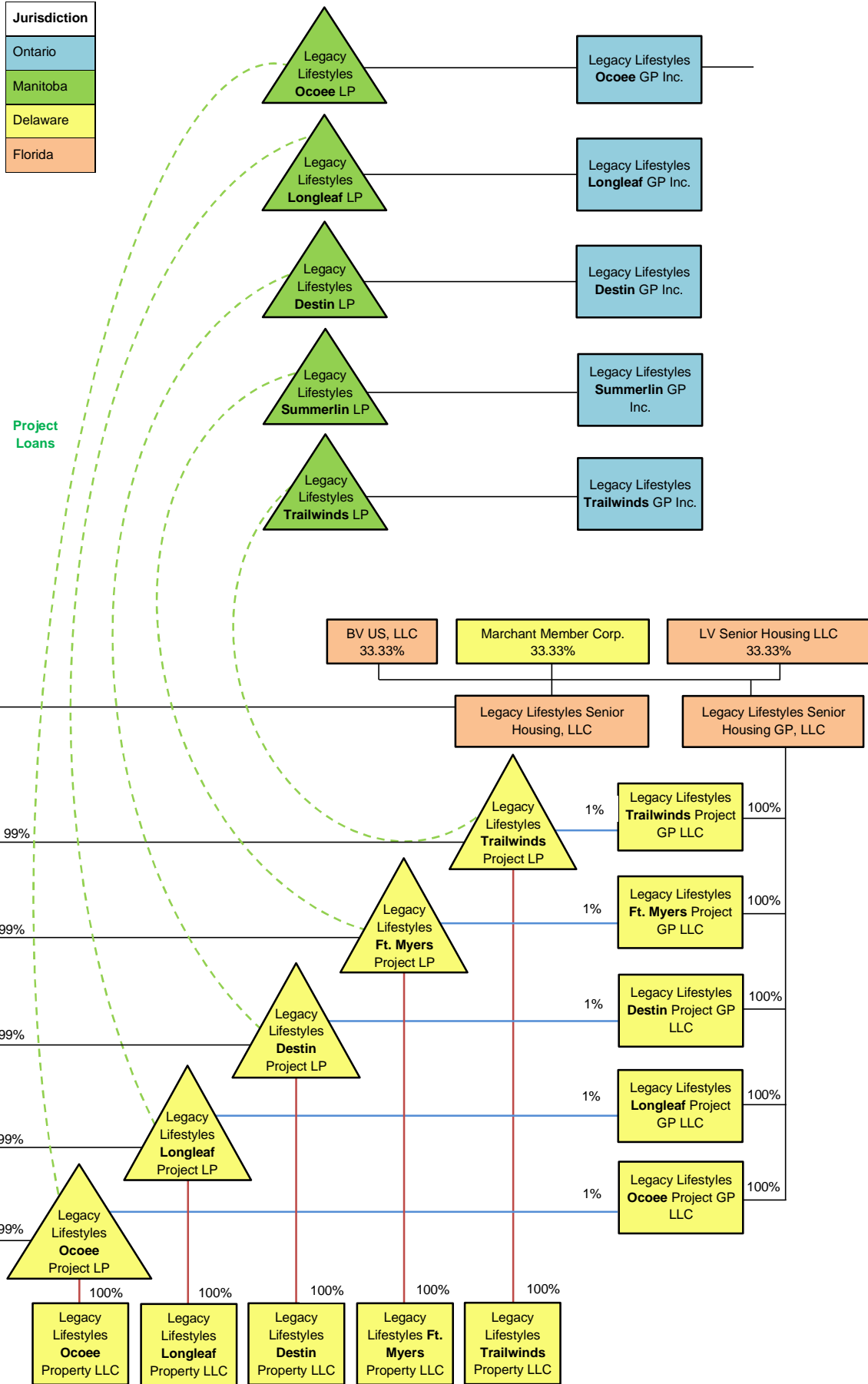


**Project Trailwinds
Structure – Phase 1
(March 15, 2017)**



Appendix “D”
to the Sixth Report of the Receiver

Legacy Lifestyles Projects
Structure Chart



Appendix “E”
to the Sixth Report of the Receiver

ORDERED.

Dated: May 09, 2022


Lori V. Vaughan
United States Bankruptcy Judge

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

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

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

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

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

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

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

The Court finds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

-and-

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

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

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

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

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

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

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

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

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

###

Submitted by:

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

Local Counsel to the Foreign Representative

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

Exhibit 1

(Order Appointing Receiver)

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

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

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

THE HONOURABLE) FRIDAY, THE 11TH
JUSTICE CONWAY) DAY OF FEBRUARY, 2022

BETWEEN:

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

Plaintiffs

- and -

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

Defendants



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

AMENDED ORDER
(appointing Receiver)

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

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

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

SERVICE

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

INVESTORS

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

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

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

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

INSPECTOR'S POWERS

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

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

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

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER OR INSPECTOR

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON LIABILITY OF RECEIVER AND INSPECTOR

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

ACCOUNTS OF RECEIVER AND INSPECTOR

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

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

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

40. **THIS COURT ORDERS** that the Receiver or the Inspector be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver and the Inspector are authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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

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

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

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

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

Trailwinds Property

In the County of Sumter, State of Florida:

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

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

Summerlin Property

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

Ocoee Property

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

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

Longleaf Property

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

SCHEDULE "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per:

Name:

Title:

SCHEDULE "1"**REAL PROPERTY**

[Insert description of Real Property]

SCHEDULE "C"**INTERVENING INVESTORS**

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

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

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

Court File No. CV-21-00668821-00CL
HUNTER MILBORNE et al.
Defendants

109

BERKID INVESTMENTS LIMITED
Plaintiff

and

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

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AMENDED ORDER

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

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

Lawyer for the Plaintiffs

Appendix “F”
to the Sixth Report of the Receiver

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

LEGACY LIFESTYLE DESTIN LP, LEGACY LIFESTYLE TRAILWINDS LP LEGACY LIFESTYLE SUMMERLIN LP, LEGACY LIFESTYLE OCOCE LP and LEGACY LIFESTYLE LONGLEAF LP

Plaintiffs

- and -

LEGACY LIFESTYLE DESTIN PROPERTY LLC, LEGACY LIFESTYLE TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLE SUMMERLIN PROPERTY LLC, LEGACY LIFESTYLE OCOCE PROPERTY LLC and LEGACY LIFESTYLE LONGLEAF PROPERTY LLC

Defendants

First Report of the Inspector

September 8, 2022

**BERKID INVESTMENTS LIMITED ET AL V. HUNTER
MILBORNE ET AL AND LEGACY LIFESTYLE DESTIN LP ET AL
V. LEGACY LIFESTYLE DESITN PROPERTY LLC ET AL**

TABLE OF CONTENTS

1.0 INTRODUCTION..... 1

 1.1 Overview of Assignment 1

 1.2 Statement of Independence and Qualifications..... 1

 1.3 Restrictions..... 2

 1.4 Currency..... 2

2.0 SCOPE OF REVIEW 3

3.0 BACKGROUND..... 3

 3.1 Investment Structure 3

 3.2 Parties 7

 3.2.1 Debtors and Related Entities 7

 3.2.2 Creditors 7

 3.2.3 Gregory Marchant and MM Realty Partners International..... 7

 3.2.4 Hunter Milborne..... 8

 3.2.5 Morgan Marchant 8

 3.2.6 Waverley Corporate Financial Services Ltd. (“Waverley”) 8

 3.2.7 BV Alf, LLC (“Barclay”) 9

 3.2.8 LV Senior Housing, LLC (“LVSH”) 10

4.0 INTERIM WORK TO DATE 10

 4.1 Inter-Project Lending..... 12

 4.2 Development and Other Fees Paid..... 13

 4.2.1 Payments to Three Project Owners..... 13

 4.2.2 Additional Advisory Fees 18

 4.3 Other Unbudgeted Expenses 18

 4.3.1 HGR Construction Settlement and Expenses 18

 4.3.2 Ocoee Sales Office..... 19

 4.3.3 Purchase of SDA Ownership Interest 19

 4.3.4 Other Unbudgeted Expenses 20

 4.4 Hedge Margin..... 20

 4.5 Permits..... 21

5.0 ASSUMPTIONS..... 21

**BERKID INVESTMENTS LIMITED ET AL V. HUNTER
MILBORNE ET AL AND LEGACY LIFESTYLE DESTIN LP ET AL
V. LEGACY LIFESTYLE DESITN PROPERTY LLC ET AL**

TABLE OF CONTENTS, CONTINUED

SCHEDULES

Ocoee - Budget-to-Actual Comparison..... 1

Longleaf - Budget-to-Actual Comparison 2

Destin - Budget-to-Actual Comparison 3

Summerlin - Budget-to-Actual Comparison 4

Trailwinds - Budget-to-Actual Comparison 5

APPENDICES

Summary of Creditors by Legacy Project..... A

Ocoee - Pre-Construction Budget B1

Longleaf - Pre-Construction Budget..... B2

Destin - Pre-Construction Budget..... B3

Summerlin - Pre-Construction Budget..... B4

Trailwinds - Pre-Construction Budget..... B5

List of Follow Up Questions and Requests for Gregory Marchant, dated August 15,
2022..... C

September 8, 2022

CONFIDENTIAL

Allan Rutman
Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, Ontario M6A 1Y7

Dear Mr. Rutman:

RE: FIRST REPORT OF THE INSPECTOR – LEGACY PROJECTS

1.0 INTRODUCTION

1.1 Overview of Assignment

1. Cohen Hamilton Steger & Co. Inc. (“CHS”) was engaged pursuant to the Amended Order of Justice Conway, dated February 11, 2022, to “investigate the affairs, business and financial dealings of the Debtors and their affiliates, any entities controlled by the Debtors and any other entities that control the Real Properties on such terms.”¹ We understand that this report may be used by the Court in this matter.
2. This is an interim report regarding the status of our investigation and our preliminary findings to date. This report is subject to the scope of review, restrictions, qualifications, and assumptions noted below. Further information and/or responses received after the date of this report may cause our findings below to change; we note that we are currently awaiting additional information from Mr. Marchant (refer to our outstanding list of questions in Appendix C).

1.2 Statement of Independence and Qualifications

3. Cohen Hamilton Steger & Co. Inc. is an independent consulting firm specializing in business valuation, financial litigation and related matters. The individuals who prepared this report are independent of all parties in these matters and their affiliates.

¹ Source: Amended Order of Justice Conway, dated February 11, 2022, paragraph 5(e). The term “Debtors” is defined in Section 3.0 below. “Real Properties” are as defined in the Order of Justice Conway.

4. We have no stake, directly or indirectly, in the outcome of this action. The terms of our engagement in this matter provide for the payment of our fees based solely on time expended, plus disbursements incurred. This report has been prepared in accordance with the Expert Report Practice Standards of the Canadian Institute of Chartered Business Valuators. It has been prepared independently and objectively, and our fees are not contingent on the outcome of this matter in any way.
5. Farley J. Cohen, MBA, FCPA, FCA, CIRP, FCBV, ASA, CFF, FCI Arb, prepared this report with assistance from other professionals under his direction and supervision.

1.3 Restrictions

6. This report has been prepared for the above-noted purpose and is not intended for general circulation or publication. It is not to be reproduced or used for any purpose other than that outlined above, without our prior written permission in each specific instance. We do not assume any responsibility or liability for losses occasioned to any party as a result of the circulation, publication, reproduction or use of this report contrary to the provisions of this paragraph.
7. This report has been prepared based on the information that has been produced to date and which has been made available to us. We reserve the right, but will be under no obligation, to review and/or revise any and all assumptions and/or calculations included in or referred to in this report and to update this report in light of further information that becomes known to us after the date of this report.
8. The analyses and conclusions contained in this report must be considered as a whole. Selecting portions of the analyses and factors considered herein could lead to a misleading view of the conclusions set out in this report.

1.4 Currency

9. Unless otherwise stated, all currency amounts are expressed in US dollars.



2.0 SCOPE OF REVIEW

10. In preparing this report, we have reviewed and relied upon the following information:
 - a) Amended Order of Justice Conway, dated February 11, 2022.
 - b) Amended Statement of Claim, dated June 10, 2020.
 - c) Affidavit of Gregory Marchant, dated December 20, 2021.
 - d) Transcript from the Cross-Examination of Gregory Marchant, dated February 1, 2022.
 - e) Interview attended by Gregory Marchant on April 6, 2022.
 - f) Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022 – Response Document – Requested undertakings from interview with Gregory Marchant, dated April 6, 2022 and associated documentation.
 - g) Documents related to the Legacy Projects provided by Gregory Marchant.
 - h) Company status per Sunbiz.org, Division of Corporations, an official State of Florida Website.
11. We have also had discussions with Allan Rutman.

3.0 BACKGROUND

12. The following sets out our understanding of the relevant background facts in this matter.

3.1 Investment Structure

13. In 2016, Gregory Marchant, one of the Defendants, organized investment opportunities for the development of five retirement residence projects in the State of Florida. The stated objective for each of these projects was to purchase a property development site and obtain financing to then build a retirement residence.²

² Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 2.



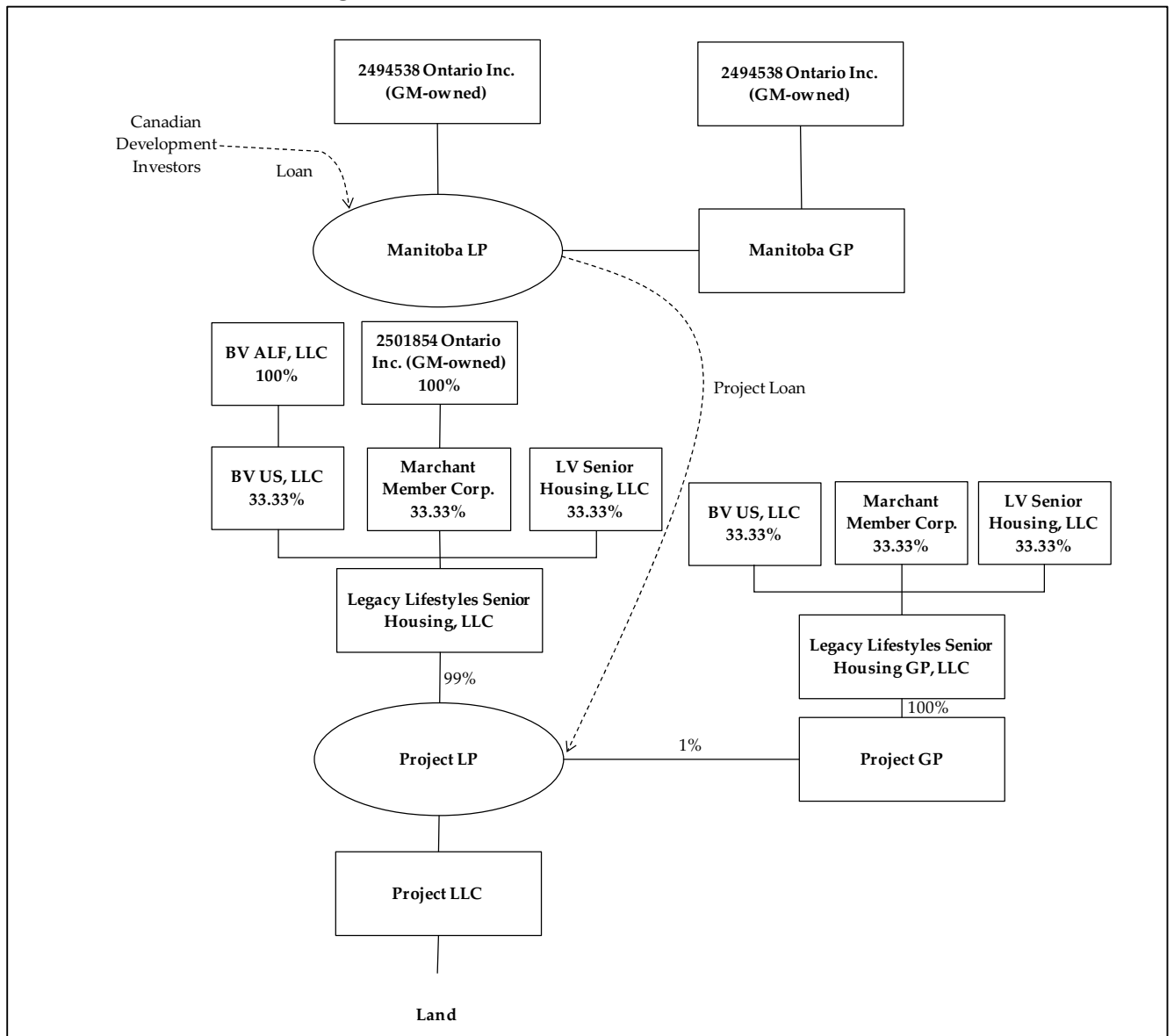
14. The five projects and locations are as follows (collectively referred to herein as the “Legacy Projects”):³
 - a) Ocoee – Ocoee, Florida;
 - b) Longleaf – New Port Richey, Florida;
 - c) Destin – Destin, Florida;
 - d) Summerlin – Fort Myers, Florida; and,
 - e) Trailwinds – Wildwood, Florida.

15. The Phase 1 financing structure was consistent for each of the Legacy Projects and is set out in generic form below.

³ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 3.



Table 1: Phase 1 Financing Structure



Source: Dentons LLP Phase 1 Closing Books for all Projects.



16. As shown above, the initial funding for each Legacy Project was to come in the form of loans from Canadian Development Investors (the “Creditors”) issued through a private placement (the “Private Placement”). These were to pay interest at 30% per annum. For loans in Ocoee and Longleaf, the maturity date was recorded as “30 days following the date on which the Payor receives aggregate net proceeds sufficient (as determined by the Payor in its sole discretion) to build and lease the Property pursuant to one or more offerings after the date hereof, including offering(s) of mutual trust units in Canada.”⁴ In contrast, the loans for Creditors in Destin, Summerlin, and Trailwinds had a maturity date that was 24 months from the date of the Promissory Note.⁵
17. The stated purpose of these loans under the Private Placement was to purchase the development property and fund pre-construction activities.⁶ Mr. Marchant has stated that the repayment of the loans to the Creditors would have come from Phase 2 financing, be it development, construction, or other debt financing.⁷
18. The Private Placements were undertaken by a separate Manitoba Limited Partnership (the “Manitoba LP”) for each project, which then subsequently loaned the money to a Delaware Limited Partnership (the “Project LP”⁸) (e.g., Legacy Lifestyles Ocoee Project LP). The Project LPs were owned equally by the following parties, or corporations related thereto:⁹
- a) Gregory Marchant (through 2501854 Ontario Inc. and Marchant Member Corp.);
 - b) BV ALF, LLC (through BV US, LLC) (“Barclay”), which is owned by David S. Coia (66.7%) and Daniel Vietto (33.3%); and,
 - c) LV Senior Housing LLC (“LVSH”), whose CEO is David Edwards.

⁴ See, for example, Dentons Phase 1 Closing Book for Legacy Lifestyle Project Ocoee Phase 1, Tab 9 (1018073 BC Ltd. Promissory Note), Section 10.

⁵ See, for example, Dentons Phase 1 Closing Book for Legacy Lifestyle Project Destin Phase 1, Tab 11 (1392530 Ontario Inc. Promissory Note), Section 10.

⁶ See, for example, Dentons Phase 1 Closing Book for Legacy Lifestyle Project Destin Phase 1, Tab 11 (1392530 Ontario Inc. Promissory Note), Section 5.

⁷ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 34.

⁸ Each Project LP owned a Project LLC through which the actual development was to take place (e.g., see Limited Liability Company Agreement of Legacy Lifestyles Destin Property LLC, contained in the Dentons Legacy Lifestyles Project Destin Phase 1 Closing Book).

⁹ Source: Dentons LLP Phase 1 Closing Books for all Projects and Legacy Lifestyles Trailwinds Investor Presentation, dated April 14, 2017, page 13.



3.2 Parties

3.2.1 Debtors and Related Entities

19. The Debtors, as defined in the Amended Order of Justice Conway, dated February 11, 2022, are defined as:
- a) **The Manitoba LPs** – Legacy Lifestyles Destin LP, Legacy Lifestyles Summerlin LP, Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Ocoee LP, and Legacy Lifestyles Longleaf LP;
 - b) **The Manitoba GPs** – Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee GP Inc., and Legacy Lifestyles Longleaf GP Inc.; and,
 - c) **The Project LLCs (owned by the Project LPs)** – 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.
20. As noted above, the Manitoba LPs borrowed money from the Creditors at interest rates of 30% per annum. The Manitoba GPs acted as general partners to the Manitoba LPs. Both the Manitoba LPs and Manitoba GPs were indirectly owned by Mr. Marchant.
21. The Project LLCs are Delaware corporations that held the development properties on behalf of, and are wholly-owned by, the Project LPs.¹⁰

3.2.2 Creditors

22. The Creditors are those entities which loaned money to the Manitoba LPs in 2016 and 2017. A full list of the Creditors can be found at Appendix A.
23. The amount of money loaned by the Creditors totaled approximately \$34 million.

3.2.3 Gregory Marchant and MM Realty Partners International

24. Gregory Marchant is an individual residing in Callander, Ontario.¹¹ As noted above, he is the indirect owner of the Manitoba LPs and Manitoba GPs. Additionally, Mr. Marchant holds a 1/3 interest in each of the Project LPs and Project General Partners (“Project GPs”).

¹⁰ The Project GPs (e.g., Legacy Lifestyles Ocoee Project GP LLC) are the general partners of the Project LPs.

¹¹ Source: Amended Statement of Claim, dated June 10, 2020, para. 4.



25. As described below, Mr. Marchant received Advisory Fees, Investment Management Fees, and Investment Structuring Fees from each of the Legacy Projects. Mr. Marchant also received Development Management Fees from the Trailwinds Legacy Project.
26. Mr. Marchant carried on business as MM Realty Partners International or MM Realty Partners International Inc., a real estate development business.¹²

3.2.4 *Hunter Milborne*

27. Hunter Milborne, one of the Defendants, is an individual residing in Toronto, Ontario.¹³
28. The Plaintiffs have alleged that Hunter Milborne was involved in the development of the Legacy Projects; however, according to Mr. Marchant, he was not.¹⁴

3.2.5 *Morgan Marchant*

29. Morgan Marchant, one of the Defendants, is Gregory Marchant's daughter. Ms. Marchant is a registered representative who was employed by Waverley Corporate Financial Services Ltd. ("Waverley").¹⁵
30. Ms. Marchant was also employed as Vice President and Director of MM Realty and as an Executive Officer of the Manitoba GPs.¹⁶
31. Some of the payments of the aforementioned fees charged by Mr. Marchant to the Legacy Projects were directed to Ms. Marchant.¹⁷

3.2.6 *Waverley Corporate Financial Services Ltd. ("Waverley")*

32. Waverley, one of the Defendants, is a registered exempt market dealer, incorporated under the laws of Ontario.¹⁸

¹² Source: Transcript from the Cross-Examination of Gregory Marchant, dated February 1, 2022, Questions 53 to 60.

¹³ Source: Amended Statement of Claim, dated June 10, 2020, para. 5.

¹⁴ Source: Amended Statement of Claim, dated June 10, 2020, para. 6 and Transcript from the Cross-Examination of Gregory Marchant, dated February 1, 2022, Questions 53 to 60.

¹⁵ Source: Amended Statement of Claim, dated June 10, 2020, para. 17.

¹⁶ Source: Amended Statement of Claim, dated June 10, 2020, para. 123.

¹⁷ Source: Bank Activity Summaries for each Legacy Project.

¹⁸ Source: Amended Statement of Claim, dated June 10, 2020, para. 7.



33. Waverley entered into Agency Agreements with all of the Manitoba LPs in order to act as a placement agent to sell Promissory Notes pursuant to the Private Placement for each Legacy Project. Waverley was compensated based on a percentage of the total value of the Promissory Notes it sold under the Private Placement.¹⁹

3.2.7 BV Alf, LLC (“Barclay”)

34. Barclay, one of the Defendants, is a real estate developer based in Tampa Bay, Florida and was a 1/3 owner in the Project LPs and Project GPs.²⁰
35. A Barclay entity (BV ALF Development Services LLC)²¹ entered into Development and Construction Management Services Agreements with each of the Project LLCs. Under these agreements, Barclay served as *“an exclusive independent contractor to supervise, furnish, and perform the functions and services necessary for the development and construction of the [Properties]...”*.²²
36. Barclay was compensated with a Development Fee equal to 5% of each Project Budget and a Construction Management Fee equal to 4% of the Project Budget.²³ Each of these fees were payable monthly, independent of project progress.²⁴
37. In the Phase 1 pre-construction budgets (defined below), Barclay was allocated approximately \$1 million for each Legacy Project.
38. Barclay pulled out of the Legacy projects entirely in or around 2019.²⁵ We understand that the specific Barclay entity that owned 1/3 of the Project LPs (i.e., BV US, LLC) is currently inactive.²⁶

¹⁹ Source: Agency Agreements between Manitoba LPs and Waverley Corporate Financial Services Ltd.

²⁰ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 16. BV Alf, LLC is an active company per sunbiz.org.

²¹ BV ALF Development Services, LLC is an active company per sunbiz.org.

²² Source: Development and Construction Management Services Agreements.

²³ The Project Budgets are summarized in Appendix B.

²⁴ Source: Development and Construction Management Services Agreements, Sections 4.2 and 4.3.

²⁵ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 26.

²⁶ Source: sunbiz.org.



3.2.8 *LV Senior Housing, LLC (“LVSH”)*

39. LVSH, one of the Defendants, based in Fort Myers, Florida, was a 1/3 owner of the Project LPs and Project GPs, which was to act as the Legacy Project’s operator.²⁷
40. Over the course of the development LVSH charged fees to the Legacy Projects, primarily for sales and marketing services.
41. LVSH pulled out of the Legacy projects entirely in or around 2019 and we understand is currently inactive.²⁸

4.0 INTERIM WORK TO DATE

42. Based on discussions with Mr. Marchant, we understand that each project had a pre-construction, or “Phase 1”, budget that was made available to all creditors of the Legacy Projects in an online data room. These budgets estimated the costs required to complete the pre-development work on each Project (i.e., to get the projects “shovel-ready”), at which point the projects would be refinanced and the Phase 1 Creditors would be repaid.²⁹
43. Our review to date has focused on comparing the budgeted cash flows for each Project to their actual spending (i.e., a “budget-to-actual comparison”). Mr. Marchant prepared a budget-to-actual comparison for the Ocoee project, which is summarized at a high level below:

²⁷ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 16.

²⁸ Source: Affidavit of Gregory Marchant, dated December 20, 2021, para. 26 and sunbiz.org.

²⁹ Mr. Marchant has also indicated that the Phase 1 creditors may have continued as investors in Phase 2 in some capacity.



Table 2: Ocoee Budget-to-Actual Comparison

	Ocoee Use of Funds		
	Budget	Actual	Difference
	\$	\$	\$
Land	3,040,600	3,049,209	8,609
Permits	162,347	314,065	151,718
Professional Fees	442,744	584,495	141,751
Administrative	591,000	906,557	315,557
Development and Other Fees	2,649,500	3,620,849	971,349
Total Cost	6,886,191	8,475,175	1,588,984

Source: Schedule 1.

44. Based on Mr. Marchant's categorization in his Ocoee budget-to-actual comparison, we prepared similar analyses for the other four Legacy Projects (refer to Schedules 2 to 5). A summary of total budgeted costs to actual costs is shown below:

Table 3: Total Budget vs. Actual Costs

	Total Costs		
	Budget	Actual	Difference
	\$	\$	\$
Ocoee	6,886,191	8,475,175	1,588,984
Longleaf	4,500,000	4,907,324	407,324
Destin	6,450,000	6,796,786	346,786
Summerlin	5,850,000	5,730,339	(119,661)
Trailwinds	10,100,000	8,881,381	(1,218,619)
Total	33,786,191	34,791,005	1,004,814

Source: Schedules 1 to 5.

45. On an overall basis, we found that the Legacy Projects were not able to achieve their Phase 1 pre-development goals within the budgeted funds. Some of our specific findings are detailed in the sections below.³⁰

³⁰ The issues highlighted below are those associated with the largest amount of overspending or underspending compared to budget. This is not meant to be an exhaustive list of our findings to date.



4.1 Inter-Project Lending

46. In order to identify inter-project movement of funds, we compared the budgeted sources of funding for each project (i.e., the loans advanced by the Creditors) to the actual sources of funding for each of the Legacy Projects.
47. Based on this analysis, we determined that a portion of the borrowed funds from certain Legacy Projects were used to fund other projects by:
- a) Directly advancing the funds to other Legacy Projects; and/or
 - b) Paying expenses on behalf of other Legacy Projects; and/or,
 - c) Paying the balance owing to Barclay for expenses incurred on behalf of other projects.³¹
48. The amounts due to/due from one Legacy Project to another were recorded in each project's general ledger. As at the date of the most recent general ledger,³² Trailwinds had advanced approximately \$1.46 million to other projects, almost all of which (i.e., \$1.43 million) had directly or indirectly been used at Ocoee.³³ As a result, Ocoee has spent more than it borrowed from the Creditors, and Trailwinds has spent less than it originally borrowed.
49. As noted above, whereas the Project LPs all had common ownership (i.e., Mr. Marchant, Barclay, and LVSH), the Creditors advanced funds to the Manitoba LPs for specific Legacy Projects (refer to Appendix A).

³¹ As the project development and construction manager, Barclay paid certain expenses on behalf of the Legacy Projects and kept a running tally in the Legacy Project's general ledger for amounts owing to Barclay. In certain instances, one Legacy Project would pay another project's balance owing to Barclay.

³² Contained in document titled "Legacy trial balance and activity (2017 on)".

³³ The amounts owing to/from Destin, Summerlin, and Longleaf were fairly small (i.e., ranging from \$70,000 to \$180,000). These projects were generally used as intermediaries for the funds transferred from Trailwinds to Ocoee.



50. Mr. Marchant indicated that the reason that money from one project was used to pay expenses of another was because *“there was a confluence of events that quickly changed the entire business plan for each project from a small stand-alone project to one of 5 projects being operated and financed as one.”*³⁴

4.2 Development and Other Fees Paid

4.2.1 Payments to Three Project Owners

Gregory Marchant

51. Mr. Marchant received the following fees from each project:
- a) Advisory Fee – a fixed fee for services related to the sourcing of capital for each project;³⁵
 - b) Investment Structuring Fee – a fixed fee for the *“structure of the investment program in Canada and the United States as stipulated at the time of this contract execution”*;³⁶
 - c) Investment Management Fee – an annual fee of \$100,000 per Project for providing management assistance and related services to the Legacy Project’s general partner (e.g., coordinating the preparation of financial statements, tax returns, etc.);³⁷ and,
 - d) Development Management Fee – Barclay shared part of its budgeted Development and Construction Management Fee (discussed below) with Mr. Marchant on the Trailwinds Project.

³⁴ Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Preamble. For example, Mr. Marchant indicated that certain expenses incurred by earlier projects directly benefited later projects and there were certain suppliers that provided services to all applicable projects and did not want to be paid with multiple cheques (i.e., one project paid the expense on behalf of all projects and this was recorded in a due to/due from account).

³⁵ See, for example, Advisory Service Agreement between Legacy Lifestyles Ocoee L.P. and Greg Marchant, dated January 1, 2016, in which Mr. Marchant would earn a fee of \$159,984. This fixed fee varies by project.

³⁶ See, for example, Investment Structuring Management Agreement between Legacy Lifestyles Ocoee L.P., Legacy Lifestyles Ocoee GP, and Greg Marchant, dated January 1, 2016, in which Mr. Marchant would earn a fee of \$400,000. This fixed fee varies by Legacy Project.

³⁷ See, for example, Management Agreement between Legacy Lifestyles Ocoee L.P., Legacy Lifestyles Ocoee GP, and Greg Marchant, dated January 1, 2016.



52. Mr. Marchant provided us with the following chart, which indicates that the budgeted fees for Mr. Marchant were either fully paid or continue to have a balance owing:

Table 4: Greg Marchant Budgeted and Actual Fees

Project	February 11, 2022				Total Fees (\$)	Total Fees, as a % of Funds Raised
	Advisory	Investment Structuring	Investment Management	Development Management		
Ocoee, FL						
Budget	159,984	400,000	490,000	-	1,049,984	
Third Party	-	(165,802)	-	-	(165,802)	
Net Budget	159,984	234,198	490,000	-	884,182	
Greg Marchant	(159,846)	(207,490)	(231,430)	-	(598,766)	8.7%
Budget Remaining	138	26,708	258,570	-	285,416	
Longleaf, FL						
Budget	90,000	200,000	503,014	-	793,014	
Third Party	-	(185,483)	-	-	(185,483)	
Net Budget	90,000	14,517	503,014	-	607,531	
Greg Marchant	(90,004)	(4,903)	(339,861)	-	(434,768)	9.7%
Budget Remaining	(4)	9,614	163,153	-	172,763	
Destin, FL						
Budget	128,952	450,000	486,849	-	1,065,801	
Third Party	-	(111,868)	-	-	(111,868)	
Net Budget	128,952	338,132	486,849	-	953,933	
Greg Marchant	(128,952)	(302,349)	(284,304)	-	(715,605)	11.1%
Budget Remaining	-	35,783	202,545	-	238,328	
Ft. Myers, FL ("Summerlin")						
Budget	115,300	450,000	453,425	-	1,018,725	
Third Party	-	(137,768)	-	-	(137,768)	
Net Budget	115,300	312,232	453,425	-	880,957	
Greg Marchant	(114,300)	(276,856)	(245,586)	-	(636,742)	11.0%
Budget Remaining	1,000	35,377	207,839	-	244,215	
Wildwood, FL ("Trailwinds")						
Budget	277,420	441,500	395,342	125,000	1,239,262	
Third Party	-	(217,524)	-	-	(217,524)	
Net Budget	277,420	223,976	395,342	125,000	1,021,738	
Greg Marchant	(277,420)	(219,589)	(286,388)	(125,000)	(908,397)	9.0%
Budget Remaining	-	4,387	108,954	-	113,341	
Total Budget Remaining/Owing	1,134	111,868	941,061	-	1,054,063	

Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(i)(a).



53. We noted, however, that Mr. Marchant's Investment Management Fees, which totaled \$1.39 million across the five Legacy Projects, were not included in the Legacy Project's pre-construction budgets (i.e., they were not budgeted for Phase 1). Mr. Marchant stated that the *"pre-construction budgets for the projects were for one year, this was the estimated time it would take to perform the pre-development phase. The full project budgets (from land purchase to operational stabilization) in the Financial Model (located in the Waverley offering data rooms) contain the following Investment Management budgets for the projects to commence after Year 1. Per the financial models, the Investment Management is to be paid at \$100,000 annually until the project reaches operational stabilization at which point the annual Investment Management payment would switch to a percentage of annual revenue."*³⁸ To date, we have been unable to identify this \$100,000 annual fee in the full project budgets; however, we have requested clarification from Mr. Marchant.
54. However, based on the above, the Investment Management Fee was not in the Phase 1 pre-construction budget (i.e., it was not intended to be paid with the Creditors' funds).

Barclay

55. As previously noted, as each Legacy Project's Development and Construction Manager, Barclay had a contract that entitled it to a Development Fee equal to 5% of each Project Budget and a Construction Management Fee equal to 4% of the Project Budget. Each of these fees were payable monthly independent of project progress.³⁹
56. Mr. Marchant provided us with the following chart, which shows that all budgeted fees for Barclay during the pre-development phase were effectively fully paid by the Legacy Projects, and that a significant portion of these fees were not paid to Barclay, but rather were paid to LVSH and Mr. Marchant:

³⁸ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(i)(c).

³⁹ See, for example, Development and Construction Management Services Agreements between Legacy Lifestyles Ocoee Property LLC and BV ALF Development Services LLC, dated February 17, 2016, Sections 4.2 and 4.3.



Table 5: Barclay Budgeted and Actual Fees

	Development Fee Budget	Payments to Barclay	Payments to LV Senior Housing	Payments to Greg Marchant	Total Payments	Overbudget / (Underbudget)
Ocoee	900,000	580,000	320,000	-	900,000	-
Longleaf	1,000,000	600,000	400,000	-	1,000,000	-
Destin	1,000,000	720,000	280,000	-	1,000,000	-
Summerlin/Ft Myers	1,000,000	540,000	460,000	-	1,000,000	-
Trailwinds	1,000,000	300,000	512,774	125,000	937,774	(62,226)

Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(ii)(a).

57. Mr. Marchant indicated that Barclays charged and was paid the development management fee of \$100,000 per month for each Legacy Project.⁴⁰
58. Mr. Marchant also provided us with the following chart and indicated that “it was agreed with Barclay at the time of the Phase 1 offering that the pre-construction Development Schedule would be 12 months.”⁴¹ However, as shown in the chart below, Barclay’s budgeted fees for the pre-development phase were fully paid faster than anticipated (i.e., within 12 months) and before the pre-development phase was completed.

Table 6: Timing of Development and Construction Management Fees

	Date of:		
	Development and Construction Management Agreement	First Fee Payment	Final Fee Payment
Ocoee	17-Feb-16	09-Feb-16	18-Nov-16
Longleaf	18-Apr-16	20-May-16	30-Dec-16
Destin	25-May-16	24-Jun-16	16-Nov-16
Summerlin	Agreement not provided	20-Oct-16	01-Jul-17
Trailwinds	Agreement undated	24-May-17	01-Feb-18

Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(ii)(a) and Development and Construction Management Agreements.

⁴⁰ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 11.

⁴¹ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 9.



LVSH

59. As the Legacy Project's operator, LVSH charged fees to the Legacy Projects primarily for sales and marketing services. Although requested, to date we have not yet been provided with a contract in respect of the services to be provided or the fees to be earned by LVSH;⁴² however, Mr. Marchant has indicated that LVSH's "fees per month were based on their operating costs relative to their overall scope of work."⁴³
60. Mr. Marchant provided us with the following chart, which sets out the budget-to-actual fees for LVSH:⁴⁴

Table 7: LVSH Budgeted and Actual Fees Paid

Balance Sheet Line-Items	Ocoee			Longleaf			Destin			Summerlin/Ft Myers			Trailwinds		
	Budget	Actual	Overbudget / (Underbudget)	Budget	Actual	Overbudget / (Underbudget)	Budget	Actual	Overbudget / (Underbudget)	Budget	Actual	Overbudget / (Underbudget)	Budget	Actual	Overbudget / (Underbudget)
Land Commissions & Consultants	10,000	35,000	25,000	-	-	-	-	35,000	35,000	-	-	-	-	-	-
Reports - Market	88,175	51,538	(36,637)	58,805	87,300	28,495	50,263	59,543	9,280	85,969	88,333	2,364	85,263	66,293	(18,970)
Other Admin/Operator Pre-Development	444,500	584,195	139,695	398,922	208,379	(190,543)	500,000	162,777	(337,223)	498,000	404,630	(93,370)	1,386,500	1,163,847	(222,653)
Development Fee	320,000	320,000	-	400,000	400,000	-	280,000	280,000	-	460,000	460,000	-	512,774	512,774	-
Total	862,675	990,733	128,058	857,727	695,679	(162,048)	830,263	537,320	(292,943)	1,043,969	952,963	(91,006)	1,984,537	1,230,140	(241,623)

Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(iii)(a).

61. As shown in the table above, for all of the projects other than Ocoee, the LVSH pre-construction budget had not yet been exhausted; with respect to Ocoee, LVSH had charged more than the pre-construction budgeted amount.⁴⁵ Mr. Marchant stated that "Ocoee was the first Legacy project and the primary subject of review with potential construction lenders. LV Senior Housing spent a great deal of their time working on the Ocoee project and therefore went overbudget on their pre-development activities."⁴⁶

⁴² We have requested these contracts from Mr. Marchant.

⁴³ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 3.

⁴⁴ The Development Fee is the portion of Barclay's Development and Construction Management Fee that was shared with LVSH as discussed above.

⁴⁵ "Other Admin/Operator Pre-Development" represented fees charged by LVSH as well as third-party costs associated with LVSH's overall scope of work.

⁴⁶ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 7(iii)(b).



4.2.2 Additional Advisory Fees

62. Similar to the Advisory Fees paid to Mr. Marchant, there were also other parties that earned Advisory Fees for services related to sourcing of capital for the Legacy Projects, specifically:

Table 8: Additional Advisory Fees

	Ocoee	Longleaf	Destin	Summerlin	Trailwinds	Total
	\$	\$	\$	\$	\$	\$
SOS Medical Information Resource Inc.	22,200	15,715	162,738	121,270	193,224	515,147
Thornbridge Capital Inc.	-	-	257,974	97,125	174,009	529,108
Byrex Inc.	-	-	-	-	24,481	24,481
1932234 Ontario Inc.	-	-	-	-	12,028	12,028
Total	22,200	15,715	420,712	218,395	403,742	1,080,763

Source: Document titled "Legacy trial balance and activity (2017 on)".

63. These fees were not included in the pre-construction Phase 1 budgets; therefore, they represent unbudgeted cost overruns.

4.3 Other Unbudgeted Expenses

4.3.1 HGR Construction Settlement and Expenses

64. We understand that HGR Construction Inc. ("HGR") is a general contractor that had a contract to work on the Ocoee project.⁴⁷ Mr. Marchant indicated that HGR had pre-purchased certain materials for the project and when the Legacy Projects' builder, Killian Construction Co., left the project, HGR demanded payment for the purchased materials. As a result, HGR commenced proceedings against the Ocoee Project entities, Killian Construction Co., Greg Marchant, and others, and registered several liens against the properties.⁴⁸

⁴⁷ Source: Discussions with Mr. Marchant and www.hgrconstruction.com/about/. Mr. Marchant stated that Barclay executed a contract with HGR without his knowledge.

⁴⁸ Source: Notice of Voluntary Dismissal with Prejudice, dated February 1, 2018, and Documentation showing satisfaction of liens.



65. The HGR litigation was settled for a total payment of \$625,000;⁴⁹ however, we noted that \$480,000 of the settlement funds came from Legacy Projects other than Ocoee. Mr. Marchant indicated that HGR's lawyer "stated that Barclay had promised HGR contracts for all 5 Legacy projects. Further, Legacy (referencing to all projects) was told that if 'we' (Legacy) did not settle with HGR on the Ocoee project, HGR would commence action against all Legacy projects."⁵⁰
66. In addition, Ocoee paid out approximately an additional \$155,000 to HGR for extended general conditions for labour expenses incurred by HGR due to delays in the project start-up and shop drawings.⁵¹
67. The above expenses paid to HGR were generally classified as "Construction Management" on Ocoee's budget-to-actual analysis and were not included in Ocoee's pre-construction budget; therefore, they represent unbudgeted cost overruns (refer to Schedule 1).⁵²

4.3.2 Ocoee Sales Office

68. The Ocoee Project spent \$363,581 on the buildout, furnishing, and operation of a sales office, which was not contained in the pre-construction budget for this project; therefore, it also represents an unbudgeted cost overrun (refer to Schedule 1).
69. We have requested Mr. Marchant explain the nature of these expenses and why they were not originally anticipated in the pre-construction budget.

4.3.3 Purchase of SDA Ownership Interest

70. On December 15, 2017, the Trailwinds Project purchased the promissory note of one of Ocoee's Creditors, SDA Services Group Inc. ("SDA"). SDA was one of the originally Creditors of Ocoee and had loaned \$211,995 to the Ocoee Project.⁵³ After accounting for accrued interest and foreign exchange, SDA was owed \$397,474, which was paid with Trailwinds Project funds.

⁴⁹ Source: Mutual Release between Legacy Lifestyles Ocoee Property et al. and HGR Construction, Inc., dated January 29, 2018.

⁵⁰ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 27(a).

⁵¹ Source: Document titled "Legacy trial balance and activity (2017 on)" and document titled "HGR (GC) Invoices", pages 20-22.

⁵² \$35,000 of the settlement with HGR was classified as a "Sales Office" expense (discussed in Section 44.3.2 below).

⁵³ Source: Payout Statement and Release between Legacy Lifestyles Ocoee LP and SDA Services Group Inc., dated December 15, 2017.



The purchase of this promissory note was not included in the Trailwinds pre-construction budget and therefore represented an unbudgeted cost overrun (refer to Schedule 5).

71. Mr. Marchant indicated that this note was purchased because, at the time, it was expected that Ocoee refinancing would occur within approximately six months and, by purchasing this note, the projects would have saved paying additional interest to SDA Services and earned profit participation as part of the Phase 2 equity syndication.⁵⁴

4.3.4 Other Unbudgeted Expenses

72. There were several other expenses that were incurred by the Legacy Projects that were not included on the pre-construction budgets, and, therefore, represent unbudgeted cost overruns (refer to Schedules 1 to 5). These costs are summarized in the chart below:

Table 9: Other Unbudgeted Fees Paid

	Ocoee	Longleaf	Destin	Summerlin	Trailwinds	Total
	\$	\$	\$	\$	\$	\$
Taxes	49,745	343,700	107,791	30,120	27,419	558,775
Professional Fees	60,927	23,766	34,053	30,447	10,542	159,735
Developer Admin Expenses	187,874	79,141	97,714	(22,681)	32,410	374,458
Equity Syndication Legals	131,557	-	-	-	-	131,557
Equity Syndication Related Expenses (Investment Marketing)	36,592	-	67,051	27,660	30,473	161,775
Total	466,695	446,607	306,608	65,546	100,844	1,386,301

Source: Schedules 1 to 5.

73. We have asked Mr. Marchant to explain the nature of these expenses and why they were not originally anticipated in the pre-construction budget.

4.4 Hedge Margin

74. Many of the Legacy Projects' Creditors elected to be repaid at a fixed USD:CAD foreign exchange rate. As a result, the Legacy Projects entered into hedge contracts with Velocity Trade. The budgeted expense associated with these hedge contracts was significant (i.e., a total of \$4.3 million); however, the actual expense was far lower than anticipated (i.e., a total of \$1.02 million). This resulted in additional funds available to each Legacy Project.

⁵⁴ Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Response to Question 26. We have followed up with Mr. Marchant to see if this opportunity was available to other Creditors.



4.5 Permits

75. Given that the Legacy Projects did not reach the “shovel-ready” phase, amounts spent on permits were less than budgeted (i.e., total spending of \$380,000 versus a budget of \$1.13 million), with the exception of Ocoee.

5.0 ASSUMPTIONS

76. In addition to the assumptions set out in the body of this report and in the related schedules, we have made the following assumptions:
- a) We have not conducted an audit of or otherwise verified the financial information provided to us in this matter and have assumed them to be accurate;
 - b) We have requested additional information and clarifications from Mr. Marchant; we have assumed information provided to date is as set out herein; and,
 - c) We have relied on comments and representations as presented to date by Mr. Marchant and his Counsel.

Yours truly,

COHEN HAMILTON STEGER & CO. INC.

in its capacity as Court-Appointed Inspector



Per: Farley J. Cohen MBA, FCPA, FCA, CIRP, FCBV, ASA, CFF, FCIArb
Principal

:rb
Encl.



SCHEDULES

	Ocoee Source of Funds				
	Budget [1]		Actual [2]		Difference
	\$	%	\$	%	
Creditor Loans [4]	6,874,186	100%	6,873,467	81%	(719)
Net Funding from Other Projects					
Due to (from) Trailwinds	-	0%	875,574	10%	875,574
Due to (from) Destin	-	0%	10,572	0%	10,572
Due to (from) Summerlin	-	0%	225,373	3%	225,373
Due to (from) Longleaf	-	0%	322,986	4%	322,986
Due to (from) Total	-	0%	1,434,506	17%	1,434,506
Third Party Payables					
Property Tax	-	0%	17,805	0%	17,805
Dentons	-	0%	155,000	2%	155,000
Total Third Party Payables	-	0%	172,805	2%	172,805
Total Funding	6,874,186	100%	8,480,778	100%	1,606,591
	Ocoee Use of Funds [3]				
	Budget		Actual		Difference
	\$	%	\$	%	
Land Cost					
Land Cost	3,000,000	44%	3,000,000	35%	-
Commission	10,000	0%	35,000	0%	25,000
Closing Costs	30,600	0%	14,209	0%	(16,391)
Total	3,040,600	44%	3,049,209	36%	8,609
Permits	162,347	2%	314,065	4%	151,718
Professional Fees					
Architect and Engineering	200,444	3%	364,993	4%	164,549
Civil Engineer	44,000	1%	36,112	0%	(7,888)
Landscape Architect	5,000	0%	9,000	0%	4,000
Interior and Kitchen Design	101,800	1%	120,555	1%	18,755
Reports - Environmental	1,500	0%	472	0%	(1,028)
Reports - Market/Appraisal	88,175	1%	51,538	1%	(36,637)
Reports - Geotech	1,825	0%	1,825	0%	-
Total Professional Fees	442,744	6%	584,495	7%	141,751
Administrative					
Legal Fees - Professional Fees	40,000	1%		0%	
Legal Fees - Bought Deal Cost of Issue	100,000	1%		0%	
Total Legal Fees	140,000	2%	197,876	2%	57,876
Taxes	-	0%	49,745	1%	49,745
Insurance	201	0%	201	0%	-
Administrative Expenses	6,299	0%	74,540	1%	68,241
Other Administrative/Operator Pre-Development	444,500	6%	584,195	7%	139,695
Total Administrative	591,000	9%	906,557	11%	315,557



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Ocoee

Budget-to-Actual Comparison**Schedule 1**

	Ocoee Use of Funds [3]				
	Budget		Actual		Difference
	\$	%	\$	%	\$
Development and Other Fees					
Agent Fee	288,516	4%	286,838	3%	(1,678)
Advisory Fee - Greg Marchant	159,984	2%	159,846	2%	(138)
Advisory Fee - SOS Medical Information Resource Inc.	-	0%	22,200	0%	22,200
Investment Structuring	400,000	6%	373,292	4%	(26,708)
Investment Management	-	0%	231,430	3%	231,430
Hedge Margin ("Velocity")	897,000	13%	82,630	1%	(814,370)
Professional Fees	-	0%	60,927	1%	60,927
Developer Admin Expense	-	0%	187,874	2%	187,874
Equity Syndication Legals	-	0%	131,557	2%	131,557
Equity Syndication Related Expenses (Investment Marketing)	-	0%	36,592	0%	36,592
Travel	4,000	0%	33,948	0%	29,948
Sales Office (Buildout, FF&E, Operating and Staff Costs)	-	0%	363,581	4%	363,581
Subtotal	1,749,500	25%	1,970,715	23%	221,215
Development Fee					
Developer's Fee	900,000	13%	900,000	11%	-
Construction Management [5]	-	0%	750,134	9%	750,134
Subtotal	900,000	13%	1,650,134	19%	750,134
Total Development and Other Fees	2,649,500	38%	3,620,849	43%	971,349
Total Cost	6,886,191	100%	8,475,175	100%	1,588,984

Notes:

- [1] Budgeted source of funds is the amount of actual funds raised by the project per the Dentons Closing Books.
- [2] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of net funding from Other Projects based on document titled "Legacy trial balance and activity (2017 on)".
- [3] Source: Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Exhibits 19-1 and 19-2.
- [4] The difference between budgeted and actual Creditor loans represents the project's cash balance.
- [5] This account is composed of the HGR Settlement and expenses.



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Longleaf

Budget-to-Actual Comparison

Schedule 2

	Longleaf Source of Funds				
	Budget [1]		Actual [2]		Difference
	\$	%	\$	%	\$
Creditor Loans [5]	4,500,000	100%	4,499,137	92%	(863)
Net Funding from Other Projects					
Due to (from) Trailwinds	-	0%	176,025	4%	176,025
Due to (from) Ocoee	-	0%	(322,986)	-7%	(322,986)
Due to (from) Destin	-	0%	114,694	2%	114,694
Due to (from) Summerlin	-	0%	101,129	2%	101,129
Due to (from) Total	-	0%	68,863	1%	68,863
Third Party Payables					
Property Tax	-	0%	209,323	4%	209,323
Dentons	-	0%	100,000	2%	100,000
Hybrid (Marketing)	-	0%	30,000	1%	30,000
Total Third Party Payables	-	0%	339,323	7%	309,323
Total Funding	4,500,000	100%	4,907,323	100%	377,323

	Longleaf Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Land Cost					
Land Cost	890,000	20%	890,000	18%	-
Closing Costs	9,078	0%	18,225	0%	9,147
Total	899,078	20%	908,225	19%	9,147
Permits	225,000	5%	50,354	1%	(174,646)
Professional Fees					
Architect and Engineering	550,000	12%	606,009	12%	56,009
Civil Engineer	106,000	2%	68,902	1%	(37,098)
Landscape Architect	12,000	0%	17,075	0%	5,075
Interior and Kitchen Design	15,000	0%	90,928	2%	75,928
Reports - Environmental	10,000	0%	2,309	0%	(7,691)
Reports - Market/Appraisal	58,805	1%	87,300	2%	28,495
Reports - Geotech	1,195	0%	1,195	0%	-
Total Professional Fees	753,000	17%	873,718	18%	120,718
Administrative					
Legal Fees - Professional Fees	35,000	1%		0%	
Legal Fees - Bought Deal Cost of Issue	100,000	2%		0%	
Total Legal Fees	135,000	3%	130,623	3%	(4,377)
Taxes	-	0%	343,700	7%	343,700
Accounting	-	0%	-	0%	-
Insurance	201	0%	201	0%	-
Administrative Expenses	6,799	0%	26,432	1%	19,633
Other Administrative/Operator Pre-Development	398,922	9%	208,379	4%	(190,543)
Total Administrative	540,922	12%	709,335	14%	168,413



	Longleaf Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Development and Other Fees					
Agent Fee	202,500	5%	202,500	4%	-
Advisory Fee - Greg Marchant	90,000	2%	90,004	2%	4
Advisory Fee - SOS Medical Information Resource Inc.	-	0%	15,715	0%	15,715
Investment Structuring	200,000	4%	190,386	4%	(9,614)
Investment Management	-	0%	339,861	7%	339,861
Hedge Margin ("Velocity")	585,000	13%	294,319	6%	(290,681)
Professional Fees	-	0%	23,766	0%	23,766
Developer Admin Expense	-	0%	79,141	2%	79,141
Equity Syndication Legals	-	0%	-	0%	-
Equity Syndication Related Expenses (Investment Marketing)	-	0%	-	0%	-
Travel	4,500	0%	21,801	0%	17,301
Unknown Development and Other Fees	-	0%	108,199	2%	108,199
Subtotal	1,082,000	24%	1,365,692	28%	283,692
Development Fee	1,000,000	22%	1,000,000	20%	-
Total Development and Other Fees	2,082,000	46%	2,365,692	48%	283,692
Total Cost	4,500,000	100%	4,907,324	100%	407,324

Notes:

- [1] Budgeted source of funds is the amount of actual funds raised by the project per the Dentons Closing Books.
- [2] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of net funding from Other Projects based on the document titled "Legacy trial balance and activity (2017 on)".
- [3] Source: Longleaf Pre-Construction Budget, organized by category consistent with the Ocoee budget in Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Exhibits 19-1 and 19-2.
- [4] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of Development and Other Fees was based on a review of the document titled "Legacy trial balance and activity (2017 on)". Those expenses that could not be allocated were grouped as "Unknown Development and Other Fees".
- [5] The difference between budgeted and actual Creditor loans represents the project's cash balance.



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Destin**Budget-to-Actual Comparison****Schedule 3**

	Destin Source of Funds				
	Budget [1]		Actual [2]		Difference
	\$	%	\$	%	\$
Creditor Loans [5]	6,447,634	100%	6,446,677	95%	(957)
Net Funding from Other Projects					
Due to (from) Trailwinds	-	0%	(10,572)	0%	(10,572)
Due to (from) Ocoee	-	0%	290,977	4%	290,977
Due to (from) Summerlin	-	0%	(28,355)	0%	(28,355)
Due to (from) Longleaf	-	0%	(114,694)	-2%	(114,694)
Due to (from) Total	-	0%	137,356	2%	137,356
Third Party Payables					
Property Tax	-	0%	37,752	1%	37,752
Dentons	-	0%	175,000	3%	175,000
Total Third Party Payables	-	0%	212,752	3%	212,752
Total Funding	6,447,634	100%	6,796,785	100%	349,151
	Destin Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Land Cost					
Land Cost	1,690,000	26%	1,975,000	29%	285,000
Commission	250,000		-	0%	(250,000)
Closing Costs	9,800	0%	30,843	0%	21,043
Total	1,949,800	30%	2,005,843	30%	56,043
Permits	236,400	4%	4,970	0%	(231,430)
Professional Fees					
Architect and Engineering	616,050	10%	689,287	10%	73,237
Civil Engineer	6,000	0%	66,646	1%	60,646
Landscape Architect	11,000	0%	8,550	0%	(2,450)
Interior and Kitchen Design	30,000	0%	73,360	1%	43,360
Reports - Environmental	1,500	0%	3,379	0%	1,879
Reports - Market/Appraisal	50,263	1%	59,543	1%	9,280
Reports - Geotech	2,237	0%	2,237	0%	-
Consultants	201,500	3%	-	0%	(201,500)
Total Professional Fees	918,550	14%	903,002	13%	(15,548)
Administrative					
Legal Fees - Professional Fees	25,000	0%		0%	
Legal Fees - Bought Deal Cost of Issue	100,000	2%		0%	
Total Legal Fees	125,000	2%	232,619	3%	107,619
Taxes	-	0%	107,791	2%	107,791
Insurance	201	0%	201	0%	-
Administrative Expenses	7,299	0%	70,276	1%	62,977
Other Administrative/Operator Pre-Development	500,000	8%	162,777	2%	(337,223)
Total Administrative	632,500	10%	573,664	8%	(58,836)



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Destin

Budget-to-Actual Comparison

Schedule 3

	Destin Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Development and Other Fees					
Agent Fee	290,144	4%	290,144	4%	(0)
Advisory Fee - Greg Marchant	129,106	2%	128,952	2%	(154)
Advisory Fee - SOS Medical Information Resource Inc.	-	0%	162,738	2%	162,738
Advisory Fee - Thornbridge Capital	-	0%	257,974	4%	257,974
Investment Structuring	450,000	7%	414,217	6%	(35,783)
Investment Management	-	0%	284,304	4%	284,304
Hedge Margin ("Velocity")	838,500	13%	365,506	5%	(472,994)
Professional Fees	-	0%	34,053	1%	34,053
Developer Admin Expense	-	0%	97,714	1%	97,714
Equity Syndication Legals	-	0%	-	0%	-
Equity Syndication Related Expenses (Investment Marketing)	-	0%	67,051	1%	67,051
Travel	5,000	0%	31,655	0%	26,655
Unknown Development and Other Fees	-	0%	175,000	3%	175,000
Subtotal	1,712,750	27%	2,309,307	34%	596,557
Development Fee	1,000,000	16%	1,000,000	15%	-
Total Development and Other Fees	2,712,750	42%	3,309,307	49%	596,557
Total Cost	6,450,000	100%	6,796,786	100%	346,786

Notes:

- [1] Budgeted source of funds is the amount of actual funds raised by the project per the Dentons Closing Books.
- [2] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of net funding from Other Projects based on the document titled "Legacy trial balance and activity (2017 on)".
- [3] Source: Destin Pre-Construction Budget, organized by category consistent with the Ocoee budget in Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Exhibits 19-1 and 19-2.
- [4] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of Development and Other Fees was based on a review of the document titled "Legacy trial balance and activity (2017 on)". Those expenses that could not be allocated were grouped as "Unknown Development and Other Fees".
- [5] The difference between budgeted and actual Creditor loans represents the project's cash balance.



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Summerlin

Budget-to-Actual Comparison

Schedule 4

	Summerlin Source of Funds				
	Budget [1]		Actual [2]		Difference
	\$	%	\$	%	\$
Creditor Loans [5]	5,765,000	100%	5,764,358	101%	(642)
Net Funding from Other Projects					
Due to (from) Trailwinds	-	0%	117,427	2%	117,427
Due to (from) Ocoee	-	0%	(225,373)	-4%	(225,373)
Due to (from) Destin	-	0%	28,355	0%	28,355
Due to (from) Longleaf	-	0%	(101,129)	-2%	(101,129)
Due to (from) Total	-	0%	(180,720)	-3%	(180,720)
Third Party Payables					
Property Tax	-	0%	16,701	0%	16,701
Dentons	-	0%	130,000	2%	130,000
Total Third Party Payables	-	0%	146,701	3%	146,701
Total Funding	5,765,000	99%	5,730,339	100%	(34,661)
	Summerlin Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Land Cost					
Land Cost	1,400,000	24%	1,450,000	25%	50,000
Commission	50,000		-	0%	(50,000)
Closing Costs	19,000	0%	25,656	0%	6,656
Total	1,469,000	25%	1,475,656	26%	6,656
Permits	240,000	4%	10,970	0%	(229,030)
Professional Fees					
Architect and Engineering	734,050	13%	756,170	13%	22,120
Civil Engineer	6,000	0%	54,861	1%	48,861
Landscape Architect	17,000	0%	12,918	0%	(4,082)
Interior and Kitchen Design	30,000	1%	80,101	1%	50,101
Reports - Environmental	8,200	0%	2,596	0%	(5,604)
Reports - Market/Appraisal	85,969	1%	88,333	2%	2,364
Reports - Geotech	1,531	0%	1,531	0%	-
Consultants	32,000	1%	-	0%	(32,000)
Total Professional Fees	914,750	16%	996,510	17%	81,760
Administrative					
Legal Fees - Professional Fees	25,000	0%		0%	
Legal Fees - Bought Deal Cost of Issue	100,000	2%		0%	
Total Legal Fees	125,000	2%	82,358	1%	(42,642)
Taxes	-	0%	30,120	1%	30,120
Accounting	-	0%	5,423	0%	5,423
Insurance	201	0%	201	0%	-
Administrative Expenses	6,799	0%	68,267	1%	61,468
Other Administrative/Operator Pre-Development	498,000	9%	404,630	7%	(93,370)
Total Administrative	630,000	11%	590,999	10%	(39,001)



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Summerlin**

Budget-to-Actual Comparison

Schedule 4

	Summerlin Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Development and Other Fees					
Agent Fee	259,425	4%	259,425	5%	-
Advisory Fee - Greg Marchant	120,825	2%	114,300	2%	(6,525)
Advisory Fee - SOS Medical Information Resource Inc.	-	0%	121,270	2%	121,270
Advisory Fee - Thornbridge Capital	-	0%	97,125	2%	97,125
Investment Structuring	450,000	8%	414,623	7%	(35,377)
Investment Management	-	0%	245,586	4%	245,586
Hedge Margin ("Velocity")	760,500	13%	210,519	4%	(549,981)
Professional Fees	-	0%	30,447	1%	30,447
Developer Admin Expense	-	0%	(22,681)	0%	(22,681)
Equity Syndication Legals	-	0%	-	0%	-
Equity Syndication Related Expenses (Investment Marketing)	-	0%	27,660	0%	27,660
Travel	5,500	0%	27,930	0%	22,430
Unknown Development and Other Fees	-	0%	130,000	2%	130,000
Subtotal	1,596,250	27%	1,656,204	29%	59,954
Development Fee	1,000,000	17%	1,000,000	17%	-
Total Development and Other Fees	2,596,250	44%	2,656,204	46%	59,954
Total Cost	5,850,000	100%	5,730,339	100%	(119,661)

Notes:

- [1] Budgeted source of funds is the amount of actual funds raised by the project per the Dentons Closing Books.
- [2] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of net funding from Other Projects based on the document titled "Legacy trial balance and activity (2017 on)".
- [3] Source: Summerlin Pre-Construction Budget, organized by category consistent with the Ocoee budget in Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Exhibits 19-1 and 19-2.
- [4] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of Development and Other Fees was based on a review of the document titled "Legacy trial balance and activity (2017 on)". Those expenses that could not be allocated were grouped as "Unknown Development and Other Fees".
- [5] The difference between budgeted and actual Creditor loans represents the project's cash balance.



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Trailwinds

Budget-to-Actual Comparison

Schedule 5

	Trailwinds Source of Funds				
	Budget [1]		Actual [2]		Difference
	\$	%	\$	%	\$
Creditor Loans [5]	10,100,000	100%	10,095,560	114%	(4,440)
Net Funding from Other Projects					
Due to (from) Trailwinds	-	0%	(875,574)	-10%	(875,574)
Due to (from) Destin	-	0%	(290,977)	-3%	(290,977)
Due to (from) Summerlin	-	0%	(117,427)	-1%	(117,427)
Due to (from) Longleaf	-	0%	(176,025)	-2%	(176,025)
Due to (from) Total	-	0%	(1,460,004)	-16%	(1,460,004)
Third Party Payables					
Property Tax	-	0%	20,824	0%	20,824
Dentons	-	0%	225,000	3%	225,000
Total Third Party Payables	-	0%	245,824	3%	245,824
Total Funding	10,100,000	100%	8,881,380	100%	(1,218,620)
	Trailwinds Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Land Cost					
Land Cost	3,600,000	36%	3,600,000	41%	-
Closing Costs	12,000	0%	38,382	0%	26,382
Total	3,612,000	36%	3,638,382	41%	26,382
Permits	250,000	2%	-	0%	(250,000)
Professional Fees					
Architect and Engineering	642,000	6%	318,728	4%	(323,272)
Civil Engineer	-	0%	65,307	1%	65,307
Landscape Architect	40,000	0%	11,275	0%	(28,725)
Interior and Kitchen Design	90,000	1%	57,920	1%	(32,080)
Reports - Environmental	8,500	0%	579	0%	(7,921)
Reports - Market/Appraisal	85,263	1%	66,293	1%	(18,970)
Reports - Geotech	2,237	0%	2,237	0%	-
Consultants	420,000	4%	-	0%	(420,000)
Total Professional Fees	1,288,000	13%	522,339	6%	(765,661)
Administrative					
Legal Fees - Professional Fees	25,000	0%		0%	
Legal Fees - Bought Deal Cost of Issue	100,000	1%		0%	
Total Legal Fees	125,000	1%	117,699	1%	(7,301)
Taxes	-	0%	27,419	0%	27,419
Insurance	201	0%	201	0%	-
Administrative Expenses	6,799	0%	24,613	0%	17,814
Other Administrative/Operator Pre-Development [6]	1,386,500	14%	1,163,847	13%	(222,653)
Total Administrative	1,518,500	15%	1,333,779	15%	(184,721)



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Trailwinds

Budget-to-Actual Comparison

Schedule 5

	Trailwinds Use of Funds				
	Budget [3]		Actual [4]		Difference
	\$	%	\$	%	\$
Development and Other Fees					
Agent Fee	279,600	3%	279,600	3%	-
Advisory Fee - Greg Marchant	360,900	4%	277,420	3%	(83,480)
Advisory Fee - SOS Medical Information Resource Inc.	-	0%	193,224	2%	193,224
Advisory Fee - Thornbridge Capital	-	0%	174,009	2%	174,009
Advisory Fee - Byrex Inc.	-	0%	24,481	0%	24,481
Advisory Fee - 1932234 Ontario Inc.	-	0%	12,028	0%	12,028
Investment Structuring	441,500	4%	437,113	5%	(4,387)
Investment Management	-	0%	286,388	3%	286,388
Hedge Margin ("Velocity")	1,189,500	12%	68,944	1%	(1,120,556)
Professional Fees	-	0%	10,542	0%	10,542
Developer Admin Expense	-	0%	32,410	0%	32,410
Equity Syndication Legals	-	0%	-	0%	-
Equity Syndication Related Expenses (Investment Marketing)	-	0%	30,473	0%	30,473
Investment in SDA Services Ownership	-	0%	397,474	4%	397,474
Travel	10,000	0%	-	0%	(10,000)
Sales Office	150,000	1%	-	0%	(150,000)
Unknown Development and Other Fees	-	0%	225,001	3%	225,001
Subtotal	2,431,500	24%	2,449,107	28%	17,607
Development Fee	1,000,000	10%	937,774	11%	(62,226)
Total Development and Other Fees	3,431,500	34%	3,386,881	38%	(44,619)
Total Cost	10,100,000	100%	8,881,381	100%	(1,218,619)

Notes:

- [1] Budgeted source of funds is the amount of actual funds raised by the project per the Dentons Closing Books.
- [2] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of net funding from Other Projects based on the document titled "Legacy trial balance and activity (2017 on)".
- [3] Source: Summerlin Pre-Construction Budget, organized by category consistent with the Ocoee budget in Memo from Phillip Millar and Gregory Marchant to Cohen Hamilton Steger, dated June 7, 2022, Exhibits 19-1 and 19-2.
- [4] Source: Project Balance Sheets attached as Exhibit E to the Affidavit of Greg Marchant sworn December 20, 2021. Breakdown of Development and Other Fees was based on a review of the document titled "Legacy trial balance and activity (2017 on)". Those expenses that could not be allocated were grouped as "Unknown Development and Other Fees".
- [5] The difference between budgeted and actual Creditor loans represents the project's cash balance.
- [6] An additional \$950,000 was added to the budgeted "Other Administrative/Operator Pre-Development Cost" after Tranche 4 of Trailwinds' borrowing, which was used for LVSH fees and third-party costs associated with LVSH's work.



APPENDICES

**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Summary of Creditors by Legacy Project**

Creditor	Loan Amount [1], [2]					Total
	Ocoee	Longleaf	Destin	Summerlin	Trailwinds	
	\$	\$	\$	\$	\$	\$
1018073 B.C. Ltd. (Frank Geier)	350,000	725,000	200,000	-	-	1,275,000
1212383 Ontario Inc. (Dr. Harterre)	-	-	-	50,000	-	50,000
1387615 Ontario Limited (Scott Barrett)	-	-	-	-	72,648	72,648
1392530 Ontario Inc. (Shirley Chong)	-	-	200,000	150,000	-	350,000
1424604 Ontario Limited (Jim Richings)	-	-	150,000	-	-	150,000
1792211 Alberta Ltd.	100,000	-	-	-	-	100,000
2143700 Ontario Inc. (Larry/David Jackson)	-	-	-	-	200,000	200,000
2244512 Ontario Inc. (Ashis Chawla)	-	50,000	50,000	50,000	50,000	200,000
2335996 Ontario Inc. (Jim Lovie)	-	-	-	200,000	-	200,000
2464649 Ontario Inc. (Rick Woodgate)	-	-	-	-	100,000	100,000
2480449 Ontario Inc.	100,000	-	-	-	-	100,000
2480450 Ontario Inc.	500,000	-	-	-	-	500,000
2503019 Ontario Inc. (Michael Molnar)	500,000	-	-	-	-	500,000
2581506 Ontario Limited (Neale Brown)	-	-	-	-	370,000	370,000
2609866 Ontario Inc.	211,995	-	-	-	-	211,995
4422279 Canada Inc. (Ron Shlien)	525,000	-	300,000	1,300,000	400,010	2,525,010
9677658 Canada Inc. (Ken Wootten)	-	-	-	-	100,000	100,000
975393 Ontario Inc. (Grant Anthony)	-	73,000	-	-	-	73,000
Al Resnick Professional Corporation	-	50,000	-	-	-	50,000
Alcran Holdings Ltd. (Ian Johnson)	-	391,850	-	-	100,000	491,850
Alka Industries Inc.	-	-	-	25,000	-	25,000
Andrew J. Suchecki	70,015	-	-	-	-	70,015
Angellotti Holdings Inc.	-	-	-	-	50,000	50,000
Ankur Bhatnagar	-	-	-	75,000	-	75,000
Avni Suchak (Mitesh)	-	200,000	-	-	200,000	400,000
Basi Law Professional Corporation (Katy Basi)	-	-	-	-	50,000	50,000
C. Geoffrey Hampson	-	50,000	-	-	-	50,000
Carolyn R. MacLeod	-	100,000	100,000	100,000	-	300,000
Christiansen Investments Inc. (Arlene Christiansen)	-	-	-	-	1,500,000	1,500,000
Claremont Holdings Corporation (Ian Collins)	-	-	-	-	72,472	72,472
Conex Services Inc. (Glenn Walsh)	-	100,000	-	-	-	100,000
Curtis Styres	-	250,000	-	500,000	-	750,000
Daveni Investments Ltd.	170,919	182,101	-	-	-	353,020
David Thomson	200,000	-	100,000	-	-	300,000
Diane Lillian Walsh	-	100,000	-	-	-	100,000
Donald C. Baker	-	-	-	-	100,000	100,000
Donald J. McDonald	-	-	-	15,000	-	15,000
Douglas M. Parker	-	50,000	-	-	-	50,000
Drew Lindsay and Brad McIntosh	-	23,480	-	-	-	23,480
Edward M. Hunter	-	-	-	-	200,000	200,000
Faiza & Nazir Kassam	70,000	-	-	-	-	70,000
Festivus Holdings Inc. (Mark & Steve Freiman)	-	-	-	149,758	550,000	699,758
Fore Bears Forensic Science Inc. (Vince Rochon)	-	-	300,000	-	-	300,000
Gary Leung	100,000	-	-	-	-	100,000
George Wall and Joan Lindsay	-	364,964	-	-	-	364,964
Gonul Isinak	-	-	100,000	-	-	100,000
Gregory Ip Medicine Professional Corporation	-	-	500,000	250,000	-	750,000
Hallco Holdings Inc. (Mike Hall)	150,000	100,000	-	-	300,000	550,000
Hung W. Ieong	50,000	-	-	-	-	50,000
Ian and Moira Bell	-	-	-	-	150,000	150,000
Izabella Dykstra	-	-	-	-	50,000	50,000
J.L.L. Developments Inc.	-	100,000	-	-	-	100,000
Jack Shinehoft Professional Corporation	287,673	-	-	-	-	287,673
James G. Greenwood	136,855	-	-	-	-	136,855
James MacDonald	-	-	-	-	349,287	349,287



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Summary of Creditors by Legacy Project**

Creditor	Loan Amount [1], [2]					Total
	Ocoee	Longleaf	Destin	Summerlin	Trailwinds	
	\$	\$	\$	\$	\$	\$
James Tennent	-	-	150,000	-	-	150,000
Jay Feingold Professional Corporation	-	-	-	40,000	-	40,000
John Francis Footprints Limited	250,000	-	-	-	-	250,000
John M. Boag	175,000	100,000	150,000	100,000	-	525,000
JST Business Development Inc.	140,000	-	-	-	-	140,000
Julia L. DellaMaestra	500,000	-	-	-	-	500,000
Karlen Holdings Inc. (Leonard & Karen Ineson)	100,000	-	-	-	-	100,000
Katayoun Sarafian	-	-	-	-	100,000	100,000
Kevin Sterling	-	-	100,000	100,000	-	200,000
Langford Grain Inc. (Dave & Michelle Langford)	-	-	392,634	-	1,064,784	1,457,418
Lawrence Jackson	-	50,000	-	-	-	50,000
Lucy Ber	-	-	200,000	-	-	200,000
M. Anderson Holdings Inc.	355,114	-	-	-	-	355,114
M2D2 Capital Resources, Inc. (Don Thomson)	175,000	100,000	200,000	100,000	-	575,000
Mad Apples Marketing Communications Inc. (David Power)	-	-	-	-	100,000	100,000
Mark & Tara Pierog	-	-	500,000	500,000	-	1,000,000
Mark Ber -> Berkid Investments Limited	-	-	-	200,000	-	200,000
Mark Freiman	-	-	200,000	-	-	200,000
Marty Shankman Agency Limited	-	-	150,000	150,000	-	300,000
MD Investment Holdings Inc. (Michael Delisle)	-	-	-	50,000	-	50,000
Michael Kessel	35,000	35,000	35,000	35,000	50,000	190,000
MID Properties Inc. (Mike Dykstra)	-	-	-	-	100,000	100,000
Minh Phung	-	17,009	-	-	-	17,009
MLC Financial Ltd. (Mark Curtis)	-	113,550	-	100,000	200,000	413,550
Mohammed M. Ali	70,812	-	-	-	-	70,812
Nadir M. H. Janmohamed	50,000	-	-	-	-	50,000
Nakeet Technologies Inc.	34,517	50,000	-	-	-	84,517
New Gemini Inc. (Steve Sibley)	-	-	250,000	250,000	-	500,000
NMP Investment Holdings Inc. (Nick Perpik)	-	-	-	-	250,000	250,000
Oakville Mortgage Investment Corporation (Jay Gabrani)	-	-	-	100,000	-	100,000
Paul Collins Professional Corporation	-	-	200,000	-	225,000	425,000
Paura Professional Corporation (Mario Paura)	-	-	-	-	225,000	225,000
Peter G. Volpe	-	50,000	-	-	100,000	150,000
Reinrichmar Holdings Limited (Richard Reininger)	210,000	140,000	150,000	300,000	300,000	1,100,000
Remco Holdings Ontario Ltd.	70,000	70,000	-	-	-	140,000
Richard W. Woodruff	-	-	-	100,242	200,000	300,242
Robert Barron	-	-	-	-	100,000	100,000
Robert White	-	-	100,000	50,000	50,000	200,000
Ron Lapsker	-	-	500,000	-	-	500,000
Scott & Nada Tupling	-	-	420,000	-	300,000	720,000
Shirley Katz	-	-	-	30,000	-	30,000
Smart Financial Consulting Corp. (Meta Heidary)	100,000	100,000	-	50,000	-	250,000
Snehal Patel	69,219	-	-	-	-	69,219
Spectrum Jewellery Mfg. Inc.	-	-	-	-	720,800	720,800
SRnED Limited (Earl Viner)	17,069	50,000	-	45,000	-	112,069
Stephen Kwok Professional Corporation	100,000	-	-	-	-	100,000
Steven E. Freiman	-	-	300,000	-	-	300,000
Stratagem IT Resources Inc. (Drew Lindsay)	-	76,458	-	-	-	76,458
Success Strategies Ltd. (Shelle Rose Charvet)	-	100,000	-	-	-	100,000
Sunil Patel & Sabrena Tangri	-	100,000	-	-	-	100,000
Susan Latremouille	-	-	150,000	-	-	150,000
Taler Investments Inc. (Mark Harrington)	-	-	-	-	100,000	100,000
TANJEM Holdings LLC (Dr. Hilal)	500,000	-	-	-	-	500,000
Teresa DiMarco -> Katherine Suedan	100,000	-	-	-	-	100,000
Terrence & Angela Della Maestra	300,000	150,000	-	150,000	-	600,000
The Asylum Inc.	-	100,000	-	-	450,000	550,000



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL**

Summary of Creditors by Legacy Project

Appendix A

Creditor	Loan Amount [1], [2]					Total
	Ocoee	Longleaf	Destin	Summerlin	Trailwinds	
	\$	\$	\$	\$	\$	\$
Thomas R. Della Maestra	-	-	-	200,000	-	200,000
Thornbridge Capital (Mark Ber & Jason Middleton)	-	-	300,000	200,000	100,000	600,000
TMP Investments Inc. (Mark Pierog)	-	-	-	-	400,000	400,000
Yale Realty Inc. (Larry Fox)	-	80,000	-	-	-	80,000
Zuhrick Inc. (Patrick Quaid)	-	107,589	-	50,000	-	157,589
Total	6,874,186	4,500,000	6,447,634	5,765,000	10,100,000	33,686,821

Note:

[1] Source: Document titled "Legacy Phase 1 Lender List by Project".

[2] In cases where a single individual invested in one Legacy Project and a company associated with that same single individual invested in another Legacy Project, we treated these investments as having come from the same source. We understand the tax implications may be different in each of these instances.



	<u>Total Pre- Construction Costs</u>
	\$
Land Cost	
Land Deposit	200,000
Remaining Land Cost	2,800,000
Commission	10,000
Subtotal	<u>3,010,000</u>
Site Work	
Earthwork, Paving, Landscape, Hardscape	<u>-</u>
Development Soft Costs	
Architectural	200,444
Engineering	38,000
Landscape/Hardscape Design	5,000
Conceptual Planning	-
Traffic Engineering	6,000
Topo/Boundary/Survey	-
Environmental Reports (Phase I, II @ Asbestos)	1,500
Studies and Other Fees	90,000
Construction Testing & Inspections	-
Impact Fees	-
Permits and Application Fees	162,347
Legal	40,000
Title Insurance	9,600
Real Estate Taxes	-
Documentary Stamps	21,000
Intangible Tax	-
Appraisals	-
Inspections	-
Builder's Risk & Liability	-
Payment/Performance Bond	-
Travel	4,000
Miscellaneous	6,500
Signage (Permit & Application Fees)	-
Subtotal	<u>584,391</u>



	<u>Total Pre- Construction Costs</u>
	\$
Interior	
Interior Design	90,000
FF&E	-
Kitchen Equipment	11,800
Subtotal	<u>101,800</u>
Marketing	
Premarketing	444,500
Preopening	-
Subtotal	<u>444,500</u>
Financing	
Lt Equity/Construction Loan/Permanent Mortgage	400,000
Bought Deal Cost Of Issue	548,500
F/X Hedge	897,000
Subtotal	<u>1,845,500</u>
Other Fees	
Development Fees	900,000
Construction Management Fee	-
Contingency	-
Subtotal	<u>900,000</u>
Total Project Costs	<u><u>6,886,191</u></u>

Note:

[1] Source: Ocoee Pre-Construction Budget.



	<u>Total Pre- Construction Costs</u>
	\$
Land Cost	
Land Deposit Extensions	50,000
Extensions	20,000
Remaining Land Cost	820,000
Commission	-
Subtotal	<u>890,000</u>
Site Work	
Earthwork, Paving, Landscape, Hardscape	<u>-</u>
Development Soft Costs	
Architectural	550,000
Engineering	100,000
Landscape/Hardscape Design	6,000
Conceptual Planning	7,500
Traffic Engineering	6,000
Topo/Boundary/Survey	6,000
Environmental Reports (Phase I, II @ Asbestos)	10,000
Studies and Other Fees	45,000
Construction Testing & Inspections	-
Impact Fees	-
Permits and Application Fees	225,000
Legal	35,000
Title Insurance	2,848
Real Estate Taxes	-
Documentary Stamps	6,230
Intangible Tax	-
Appraisals	7,500
Inspections	-
Builder's Risk & Liability	-
Payment/Performance Bond	-
Travel	4,500
Miscellaneous	7,000
Signage (Permit & Application Fees)	-
Subtotal	<u>1,018,578</u>



	<u>Total Pre- Construction Costs</u>
	\$
Interior	
Interior Design	15,000
FF&E	-
Kitchen Equipment	-
Subtotal	<u>15,000</u>
Marketing	
Premarketing	350,000
Preopening	48,922
Subtotal	<u>398,922</u>
Financing	
Long-Term Equity/Construction Loan/Permanent Mortgage	200,000
Bought Deal Cost Of Issue	392,500
F/X Hedge	585,000
Subtotal	<u>1,177,500</u>
Other Fees	
Development Fees	1,000,000
Construction Management Fee	-
Contingency	-
Subtotal	<u>1,000,000</u>
Total Project Costs	<u><u>4,500,000</u></u>

Note:

[1] Source: Longleaf Pre-Construction Budget.



	<u>Total Pre- Construction Costs</u>
	\$
Land Cost	
Land Deposit	110,000
Extensions	-
Remaining Land Cost	1,580,000
Commission	250,000
Subtotal	<u>1,940,000</u>
Site Work	
Earthwork, Paving, Landscape, Hardscape	<u>-</u>
Development Soft Costs	
Architectural & Engineering	616,050
Landscape/Hardscape Design	5,000
Conceptual Planning	-
Traffic Engineering	6,000
Topo/Boundary/Survey	6,000
Environmental Reports (Phase I, II @ Asbestos)	1,500
Studies and Other Fees	45,000
Construction Testing & Inspections	-
Impact Fees	-
Permits and Application Fees	236,400
Legal	25,000
Title Insurance	2,800
Real Estate Taxes	-
Documentary Stamps	7,000
Intangible Tax	-
Appraisals	7,500
Inspections	-
Builder's Risk & Liability	-
Payment/Performance Bond	-
Travel	5,000
Miscellaneous	7,500
Signage (Permit & Application Fees)	-
Consultants	201,500
Subtotal	<u>1,172,250</u>



	<u>Total Pre- Construction Costs</u>
	\$
Interior	
Interior Design	30,000
FF&E	-
Kitchen Equipment	-
Subtotal	<u>30,000</u>
Marketing	
Premarketing	300,000
Preopening	200,000
Subtotal	<u>500,000</u>
Financing	
Long-Term Equity/Construction Loan/Permanent Mortgage	450,000
Bought Deal Cost Of Issue	519,250
F/X Hedge Margin Account Deposit	838,500
Subtotal	<u>1,807,750</u>
Other Fees	
Development Management	300,000
Construction Management	500,000
Operational Management	200,000
Subtotal	<u>1,000,000</u>
Total Project Costs	<u><u>6,450,000</u></u>

Note:

[1] Source: Destin Pre-Construction Budget.



	<u>Total Pre- Construction Costs</u>
	\$
Land Cost	
Land Cost	1,400,000
Commission	50,000
Subtotal	<u>1,450,000</u>
Site Work	
Earthwork, Paving, Landscape, Hardscape	<u>-</u>
Development Soft Costs	
Architectural & Engineering	734,050
Landscape Design	5,000
Food Service Design	-
Traffic Engineering	6,000
Topo/Boundary/Survey	12,000
Environmental Reports (Phase I, II @ Asbestos)	8,200
Studies and Other Fees	80,000
Construction Testing & Inspections	-
Impact Fees	-
Permits and Application Fees	240,000
Legal	25,000
Title Insurance	9,000
Real Estate Taxes	-
Documentary Stamps	10,000
Intangible Tax	-
Appraisals	7,500
Inspections	-
Builder's Risk & Liability	-
Payment/Performance Bond	-
Travel	5,500
Miscellaneous	7,000
Signage (Permit & Application Fees)	-
Consultants	32,000
Subtotal	<u>1,181,250</u>



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Summerlin**

Pre-Construction Budget [1]

Appendix B4

	<u>Total Pre- Construction Costs</u>
	\$
Interior	
Interior Design	30,000
FF&E	-
Kitchen Equipment	-
Subtotal	<u>30,000</u>
Marketing	
Premarketing	298,000
Preopening	200,000
Subtotal	<u>498,000</u>
Financing	
Long-Term Equity/Construction Loan/Permanent Mortgage	450,000
Bought Deal Cost Of Issue	480,250
F/X Hedge Margin Account Deposit	760,500
Subtotal	<u>1,690,750</u>
Other Fees	
Development Management	300,000
Construction Management	500,000
Operational Management	200,000
Subtotal	<u>1,000,000</u>
Total Project Costs	<u><u>5,850,000</u></u>

Note:

[1] Source: Summerlin Pre-Construction Budget.



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Trailwinds**

Pre-Construction Budget [1]

Appendix B5

	Total Pre-Construction Costs		
	Original	Additional Raise	Revised
	\$	\$	\$
Land Cost			
Land Deposit	-	-	-
Extensions	-	-	-
Remaining Land Cost	3,600,000	-	3,600,000
Commission	-	-	-
Subtotal	<u>3,600,000</u>	<u>-</u>	<u>3,600,000</u>
Site Work			
Earthwork, Paving, Landscape, Hardscape	<u>-</u>	<u>-</u>	<u>-</u>
Development Soft Costs			
Architectural & Engineering	642,000	-	642,000
Landscape/Hardscape Design	30,000	-	30,000
Conceptual Planning	-	-	-
Traffic Engineering	-	-	-
Topo/Boundary/Survey	10,000	-	10,000
Environmental Reports (Phase I, II @ Asbestos)	8,500	-	8,500
Studies and Other Fees	80,000	-	80,000
Construction Testing & Inspections	-	-	-
Impact Fees	-	-	-
Permits and Application Fees	250,000	-	250,000
Legal	25,000	-	25,000
Title Insurance	5,000	-	5,000
Real Estate Taxes	-	-	-
Documentary Stamps	7,000	-	7,000
Intangible Tax	-	-	-
Appraisals	7,500	-	7,500
Inspections	-	-	-
Builder's Risk & Liability	-	-	-
Payment/Performance Bond	-	-	-
Travel	10,000	-	10,000
Miscellaneous	7,000	-	7,000
Signage (Permit & Application Fees)	-	-	-
Consultants	420,000	-	420,000
Subtotal	<u>1,502,000</u>	<u>-</u>	<u>1,502,000</u>



**BERKID INVESTMENTS LIMITED ET AL V. HUNTER MILBORNE ET AL AND
LEGACY LIFESTYLE DESTIN LP ET AL V. LEGACY LIFESTYLE DESTIN PROPERTY LLC ET AL
Trailwinds**

Pre-Construction Budget [1]

Appendix B5

	Total Pre-Construction Costs		
	Original	Additional Raise	Revised
Interior			
Interior Design	90,000	-	90,000
FF&E	-	-	-
Sales Office	150,000	-	150,000
Subtotal	<u>240,000</u>	<u>-</u>	<u>240,000</u>
Marketing			
Premarketing	236,500	950,000	1,186,500
Preopening	200,000	-	200,000
Lease-Up Losses	-	-	-
Subtotal	<u>436,500</u>	<u>950,000</u>	<u>1,386,500</u>
Financing			
Long-Term Equity/Construction Loan/Permanent Mortgage	441,500	-	441,500
Bought Deal Cost Of Issue	740,500	-	740,500
F/X Hedge Margin Account Deposit	1,189,500	-	1,189,500
Subtotal	<u>2,371,500</u>	<u>-</u>	<u>2,371,500</u>
Other Fees			
Development Management	500,000	-	500,000
Construction Management	300,000	-	300,000
Operational Management	200,000	-	200,000
Subtotal	<u>1,000,000</u>	<u>-</u>	<u>1,000,000</u>
Total Project Costs	<u>9,150,000</u>	<u>950,000</u>	<u>10,100,000</u>

Note:

[1] Source: Trailwinds Pre-Construction Budget.





MEMORANDUM

To: Phillip Millar and Gregory Marchant

CC: Lorne Silver

From: Cohen Hamilton Steger

Date: August 15, 2022

RE: BERKID INVESTMENTS LTD. ET AL V. HUNTER MILBRONE ET AL

LIST OF FOLLOW UP QUESTIONS AND REQUESTS FOR GREGORY MARCHANT

1. The LV Senior Housing contract was not provided in response to Undertaking #2. Was there a contract with LV Senior Housing for each project? If yes, provide it.
 - a. If no, how were the invoiced amounts each month determined and agreed upon? Provide any correspondence in this regard.
2. Mr. Marchant's answer to undertaking #7(i)(c) indicates that the investment management fee was not included in the pre-development (i.e., Phase 1) budget but that in the full project financial model, *"Investment Management is to be paid at \$100,000 annually until the project reaches operational stabilization at which point the annual Investment Management payment would switch to a percentage of annual revenue."*
 - a. Please identify where in the full financial model this \$100,000 investment management fee expense is shown. Provide a breakdown of the expense line item reflecting this.
 - b. Was it ever communicated to creditors that the pre-construction budget was for only one year and that an investment management fee would be charged after one year? If yes, provide support.
3. We prepared a summary of all payments made to LV Senior Housing by both BGV (on the general ledger) and out of the project bank accounts, which totaled \$4,765,082 (see Exhibit 19 attached). Please explain how this reconciles with Mr. Marchant's answer to undertaking #7(iii), which shows total payments to LV Senior Housing of \$4,406,835.

- a. Based on a review of these expenses and Mr. Marchant's answer to undertaking #7(iii), it appears that LV Senior Housing charged the Trailwinds project significantly more than the other projects (i.e., \$2 million for Trailwinds vs. \$800,000 to \$1 million for the other projects). Why did LV Senior Housing charge Trailwinds so much more than for the other projects when it appears that it was the furthest away from completion?
 - i. Specifically, Mr. Marchant's Answer to Undertaking #4 shows that all but one invoice starting in March 2018 related to Trailwinds. Was LVSH doing any work related to the other projects at this time? If so, provide details.
 - b. Many of LV Senior Housing's fees were charged to the expense line item on the project balance sheets titled "Other Administrative/Operator Pre-Development" (classified as "Premarketing" and "Preopening" expenses on the budget). Confirm that these line items were meant to encompass LV Senior Housing's fees and expenses (e.g., office expenses).
4. Please clarify Mr. Marchant's answer to undertaking #8, which states that "*Summerlin Investment Structuring payments transferred from incorrect account, subsequently recorded correctly per project specific contracts.*"
 5. Mr. Marchant's answer to undertaking response #10 attached several draw requests from Barclay. Why do the budgeted amounts in the draw requests differ from the pre-construction budgets that were in the data rooms? For example, the Ocoee pre-construction budget in the data room showed costs of \$6,886,191, whereas the draw requests from Barclay show budgeted costs of \$4,686,190.50.
 - a. In addition, specifically, why are premarketing expenses shown to be \$444,500 in the pre-construction budget but only \$51,900 on the Barclay draws?
 6. Mr. Marchant's answer to undertaking response #19 shows a budget to actual comparison for the Ocoee project. There are several expense categories that were not included in the budget but for which the project incurred costs, specifically:
 - i. Administrative
 1. Taxes - \$49,745;
 - ii. Development and Other Fees:
 1. Advisory Fee – SOS - \$22,200;
 2. Professional Fees - \$60,927;

3. Developer Admin Expense - \$187,874;
 4. Equity Syndication Legals - \$131,557;
 5. Equity Syndication Related Expenses (Investment Marketing) - \$36,952;
 6. Sales Office (Buildout, FF&E, Operating and Staff Costs) - \$363,581; and,
 7. Construction Management - \$750,134.
- a. Please explain the nature of these expenses and why they were not originally budgeted for in Phase 1 of the project.
 - b. Based on a review of the document titled "Legacy trial balance and activity (2017 on).xlsx" (the "2017 general ledger"), the "Developer Admin Expense" expenses have names that appear to relate to intercompany expenses (e.g., Developer Admin Expense (11100 · Due From Intercompany:11101 · Due From - Legacy Lifestyles)). Please explain the nature of each individual "Developer Admin Expense" line item on the 2017 general ledger for each project (e.g., Rows 44-49 of the "Ocoee Project" Tab of the 2017 general ledger) and provide a breakdown of what is included therein.
 - c. How was the Advisory Fee with SOS (and Thornbridge Capital on other projects) determined and agreed upon? Where was the money to pay these fees expected to come from given that the money raised by debt was already allocated in the budget? Provide any correspondence in this regard.
7. Mr. Marchant's answer to undertakings response #19 provides a comparison between the Ocoee budget and its balance sheet. Provide a mapping from the 2017 general ledger that was provided to us to the balance sheets for all five projects (e.g., a mapping from the 2017 general ledger, "Ocoee Project" Tab to the balance sheet accounts).
 - a. The 2017 general ledger that was provided to us appears to be out of date when compared to the balance sheets in Exhibit E of the Affidavit of Gregory Marchant sworn December 20, 2021. Please provide an updated general ledger document that ties in with the balance sheets.



For example, in the chart below, we compare the total project cost as per the balance sheets to total 2021 cost per the 2017 general ledger:

Project	Total Project Cost per:		Difference
	Project Balance Sheets	General Ledger	
	\$	\$	\$
Ocoee	8,480,776	8,307,972	172,804
Longleaf	4,907,324	4,568,001	339,323
Destin	6,796,786	6,584,032	212,754
Summerlin	5,730,339	5,583,638	146,701
Trailwinds	8,881,381	8,635,556	245,825

- b. What do the “Dentons” third party payable expenses shown on the project balance sheets relate to?
8. On the Trailwinds, Destin, and Summerlin Phase 1 budgets in the data rooms, there is an expense line included under “Professional Fees” that is titled “Consultants”. What expenses were budgeted for under that line item?
9. Mr. Marchant’s answer to undertaking response #22 asks for further clarification on the question “Provide the status for each of the 5 projects as of March 2020 (i.e. pre Covid-19)”. Specifically, please provide details on what steps needed to be completed for each project to complete the Phase 1 Pre-Construction Phase (i.e., what was included in each projects pre-construction budget) in order to progress to the construction and lease-up phase.
 - a. What is the current status of each of the projects?
10. As part of Mr. Marchant’s answer to undertaking response #24, he provided email records of documents being provided to Trailwinds creditors, including the Trailwinds investor presentation. Were the investor presentations for the other four projects sent to creditors for those projects? If yes, provide email records of these being sent.
 - a. In the alternative, provide email records of links to the data rooms being provided to creditors of the other four projects.
11. In Mr. Marchant’s answer to undertaking response #26, he references the opportunity to earn a return through Phase 1 and Phase 2 by purchasing the SDA Services Group loan. Did the projects offer other investors the opportunity to have their loans and accrued interest purchased early? If not, why was this opportunity limited to SDA Services Group?



12. In the preamble to Mr. Marchant's answers to undertakings, he notes that *"At all times investors were advised of the path we all were on and over the past 3 years the path(s) were selected by overwhelming investor vote. Their ultimate mandate to me was the immediate return of all invested capital and ideally a profit share. Numerous options were presented to the investors along the way, all options that did not deliver the mandate referenced above, were rejected."*
 - a. Please clarify what is meant by "investors" in the above statement. Is Mr. Marchant referring to the creditors that lent money to the Canadian LPs?
 - b. Mr. Marchant stated that *"Their ultimate mandate to me was the immediate return of all invested capital and ideally a profit share."* Would the return of invested capital have included the 30% annual interest owed to the creditors?
13. Mr. Marchant asked for a clarification in respect of request #17a in the document titled "List of Expenses Requiring Additional Documentary Support" (i.e., a \$200,000 expense charged by LVSH). This expense is shown on the document titled "2016 Legacy Activity" (the "2016 general ledger"), on the "GL" tab, Row 429.
14. On the 2016 general ledger, there is a tab titled "LLC". Please explain the nature of the calculation on this tab.
15. On the 2016 general ledger there are tabs beginning with the word "Manitoba". What is shown in these tabs?
 - a. There are allocations of various expenses calculated on the right side of these tabs (e.g., Columns AA to AF, Rows 54 to 73, of the "Manitoba Summerlin" Tab). What is the nature and purpose of these allocations?
16. On January 23, 2017 LVSH charged \$125,000 in developer's fees to "LLSH" as per the BGV ledger (2017 general ledger, "Detailed GL" Tab, Row 362). What project did this relate to? How was the amount determined? Provide any correspondence in this regard.
 - a. Please also explain the "Due from Partners" expense charged by BGV Limited for \$125,000 on Row 363 of the Detailed GL Tab on the 2017 general ledger.



Appendix “G”
to the Sixth Report of the Receiver



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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 23rd

JUSTICE STEELE

)

DAY OF MAY, 2023

)

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

ORDER

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

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

SERVICE

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

RECEIVER’S ACTIVITIES AND R&D

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

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

FEES

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

SALE PROCESS

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

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

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

SEALING

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

GENERAL

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

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

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



Court File No. CV-22-00674717-00CL & CV-21-006668821-00C

Court File No. CV-21-006668821-00C

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendant

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

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

Appendix “H”
to the Sixth Report of the Receiver



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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE
JUSTICE CAVANAGH

)
)
)

MONDAY, THE 6th
DAY OF MAY, 2024

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

CLAIMS PROCEDURE ORDER
(Destin)

THIS MOTION, made by Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”), for an order, approving the Claims Procedure in respect of the Destin Debtors (each as defined herein) and granting certain related relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report of the Receiver, dated April 19, 2024 (the “**Fourth Report**”), the Supplemental Report to the Fourth Report of the Receiver, dated May 1, 2024, and on hearing the submissions of counsel for the Receiver, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Amanda Campbell sworn April 22, 2024 and May 1, 2024, filed:

SERVICE

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

INTERPRETATION

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

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

Statement and Notice of Dispute, as applicable, and such other materials as the Receiver may consider appropriate;

- (e) **“Claim Statement”** means a Claim Statement, substantially in the form attached hereto as **Schedule “C”**.
- (f) **“Claims Bar Date”** means 5:00 p.m. on June 14, 2024, or such other date as may be ordered by the Court;
- (g) **“Claims Procedure”** means the procedures set out in this Order for identifying and determining Claims against the Destin Debtors;
- (h) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (i) **“Creditor”** means any Person having or asserting a Claim;
- (j) **“Debtors”** has the meaning set forth in the first paragraph of this Order;
- (k) **“Destin Debtors”** means, collectively, Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc. and Legacy Lifestyles Destin Property LLC;
- (l) **“Equity Claim”** has the meaning set forth in Section 2 of the BIA;
- (m) **“Excluded Claim”** means:
 - (i) any Equity Claim;
 - (ii) any Claim against Legacy Lifestyles Destin Property LLC that is subordinate to the mortgage granted to Legacy Lifestyles Destin LP, recorded on June 1, 2016, in the Public Records of Okaloosa County, Florida, as amended;
 - (iii) any Claim secured by the Receivership Charges; and
 - (iv) any Claims of the Debtors against any of the Destin Debtors;

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

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

GENERAL PROVISIONS

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

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

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

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

NOTICE TO CREDITORS

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

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

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

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

PROOFS OF CLAIM

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

CLAIM STATEMENT

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

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

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

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

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

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

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

CLAIMS BARRED

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

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

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

SET OFF

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

TRANSFER OF CLAIMS

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

DETERMINATION OF CLAIMS

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

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

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

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

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

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

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

- (a) where the entire Claim is disallowed, such Creditor:
 - (i) shall not be entitled to receive any distribution in these proceedings; and
 - (ii) shall be forever barred from making or enforcing such Claim against the Destin Debtors;

- (b) where the Claim has been revised, the Claim shall be deemed accepted in the revised amount set out in the Notice of Revision or Disallowance, such Creditor shall be forever barred from making or enforcing any Claim against the Destin Debtors greater than the revised amount and the amount of the Claim reduced by the revision will be forever extinguished.

SERVICE AND NOTICE

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

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

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

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

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

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

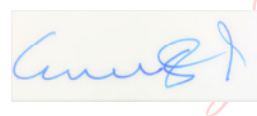
GENERAL

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

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Claims Procedure Order and to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative

bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order.

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



Digitally signed
by Mr. Justice
Peter Cavanagh

SCHEDULE “A”

INSTRUCTION LETTER

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

A. CLAIMS PROCEDURE

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated May 6, 2024 (the “**Claims Procedure Order**”), Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Destin LP, et al., has been authorized to conduct a Claims Procedure with respect to Claims against the following entities (collectively, the “**Destin Debtors**”):

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

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

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

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

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

B. FOR CREDITORS THAT RECEIVE A CLAIM STATEMENT

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

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

If you wish to, (i) dispute the amount of the Known Claim set forth in the Claim Statement schedule, or (ii) assert an additional Claim against one or more of the Destin Debtors, you are required to deliver a Notice of Dispute to the Receiver so that it is received by the Receiver before **5:00 p.m. (Toronto Time) on June 14, 2024** (the “**Claims Bar Date**”) unless you received the Claim Statement on or after May 31, 2024, in which case you have fifteen days from deemed receipt of the Claim Statement to deliver a Notice of Dispute.

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

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

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

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

C. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

D. OBJECTION

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

E. RECEIVER'S CONTACT INFORMATION

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

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

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

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

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

SCHEDULE "B"

NOTICE TO CREDITORS

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

RE: Notice of Call for Claims, Claims Procedure and Claims Bar Date

NOTICE IS HEREBY GIVEN THAT, by Order of the Ontario Superior Court of Justice (Commercial List), dated May 6, 2024 (the "**Claims Procedure Order**"), Zeifman Partners Inc., in its capacity as court-appointed receiver (the "**Receiver**") of Legacy Lifestyles Destin LP, et al., has been authorized to conduct a claims procedure with respect to claims against the following entities (collectively, the "**Destin Debtors**"):

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

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

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on June 14, 2024.

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

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

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

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

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

SCHEDULE “C”

CLAIM STATEMENT

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

Claim Reference Number: [Insert Claim Reference Number]

To: [Insert Name of Creditor] (the “**Creditor**”)

[Insert Address of Creditor]

This Claim Statement is delivered to the Creditor, pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated May 6, 2024 (the “**Claims Procedure Order**”). Pursuant to the Claims Procedure Order, Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Destin LP, et al., has been directed to administer a claims procedure with respect to claims against Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc. and Legacy Lifestyles Destin Property LLC (collectively, the “**Destin Debtors**”) in accordance with the terms of the Claims Procedure Order. Unless otherwise defined, all capitalized terms used herein have the meanings given to those terms in the Claims Procedure Order.

According to the books, records and other relevant information in the possession of the Destin Debtors, the Claim of the Creditor is set out in the schedule attached hereto (the “**Known Claim**”):

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

If the Creditor wishes to dispute the amount of the Known Claim or to assert an additional Claim against one or more of the Destin Debtors, the Creditor must complete the enclosed Notice of Dispute and deliver it to the Receiver such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on June 14, 2024 (the “**Claims Bar Date**”), unless you received this Claim Statement on or after May 31, 2024, in which case you have fifteen days from deemed receipt of this Claim Statement to deliver a Notice of Dispute.

If a completed Notice of Dispute in respect of the Known Claim is not received by the Receiver within the prescribed time period, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE**

CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.

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

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

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

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

SCHEDULE TO CLAIM STATEMENT

[insert list of Known Claims]

SCHEDULE "D"

NOTICE OF DISPUTE

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

Capitalized terms not defined herein have the meanings given to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated May 6, 2024 (the "**Claims Procedure Order**"), or the Claim Statement.

I. PARTICULARS OF CREDITOR

Claim Reference Number (*set out on Claim Statement*) _____

**Full Legal Name of
Creditor**

**Full Mailing Address of
Creditor**

Telephone Number:

Email Address

**Attention (Contact
Person)**

Have you acquired this Claim by assignment?

Yes:

No:

(*if yes, attach documents evidencing assignment*)

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

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

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

Name of Destin Debtor Claim asserted against	Currency	Amount of Claim

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

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

This Notice of Dispute **MUST** be delivered to the Receiver at the below address such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on June 14, 2024, unless you received the Claim Statement on or after May 31, 2024, in which case you have fifteen days from deemed receipt of the notice of the Claim Statement to deliver a Notice of Dispute:

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

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

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per:

(Signature)

Name:

(Please Print)

Title:

(Please Print)

SCHEDULE "E"

PROOF OF CLAIM

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

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

A. Particulars of Creditor

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

2. Full Mailing Address of the Creditor:

3. Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

4. Have you acquired this claim by assignment?

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

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

B. Proof of Claim:

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

(a) That I

[] am the Creditor; OR

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

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

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

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

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

(Provide full details of repayments, credits and discounts)

C. Particulars of Claim:

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

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

D. Filing of Claims:

The Receiver must receive this Proof of Claim before 5:00 p.m. (Toronto Time) on June 14, 2024 (the “**Claims Bar Date**”).

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

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

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

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per: _____

(Signature)

Name: _____

(Please Print)

Title: _____

(Please Print)

SCHEDULE “F”

NOTICE OF REVISION OR DISALLOWANCE

LEGACY LIFESTYLES DESTIN LP, ET AL. CLAIMS PROCEDURE

TO: _____ (the “**Creditor**”)

(Address of Creditor)

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), dated May 6, 2024 (the “**Claims Procedure Order**”), Zeifman Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of Legacy Lifestyles Destin LP, et al., hereby gives you notice that it has reviewed your Proof of Claim or Notice of Dispute (as applicable) and has revised or disallowed all or part of your Claim.

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

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

Reasons for revision or disallowance:

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

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

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

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

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

DATED the ____ day of _____, _____

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

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

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

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendant

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

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

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

Appendix “I”
to the Sixth Report of the Receiver



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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

WEDNESDAY, THE 26th

JUSTICE STEELE

)

)

DAY OF JUNE, 2024

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

CLAIMS PROCEDURE ORDER
(Trailwinds)

THIS MOTION, made by Zeifman Partners Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC (collectively, the “**Debtors**”), for an order, approving the Claims Procedure in respect of the Trailwinds Debtors (each as defined herein) and granting certain related relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report of the Receiver, dated June 17, 2024 (the “**Fifth Report**”), the Supplemental Report to the Fifth Report, dated June 24, 2024, the affidavit of Allan Rutman affirmed June 4, 2024, the affidavit of Kenneth Kraft affirmed June 14, 2024, the Factum of the Receiver dated June 19, 2024, and on hearing the submissions of counsel for the Receiver, and such other counsel and parties as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Amanda Campbell sworn June 17 and 19, 2024, filed:

SERVICE

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

INTERPRETATION

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

NOTICE TO CREDITORS

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

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

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

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

PROOFS OF CLAIM

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

CLAIM STATEMENT

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

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

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

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

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

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

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

CLAIMS BARRED

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

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

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

SET OFF

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

TRANSFER OF CLAIMS

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

DETERMINATION OF CLAIMS

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

- (a) request additional information from a Creditor and/or the Debtors to assist with such review and assessment;
 - (b) request that a Creditor file a revised Proof of Claim or Notice of Dispute;
 - (c) attempt to resolve and settle any issue arising in a Proof of Claim, Claim Statement, Amended Claim Statement or Notice of Dispute;
 - (d) accept (in whole or in part) the amount of any Claim and notify the Creditor in writing; and
 - (e) revise or disallow (in whole or in part) the amount of any Claim by delivering a Notice of Revision or Disallowance to such Creditor.
22. **THIS COURT ORDERS** that the following Claims shall constitute a Proven Claim:
- (a) any Claim that is accepted or deemed accepted by the Receiver pursuant to the terms of this Claims Procedure Order; and
 - (b) any Known Claim of a Creditor that received a Claim Statement and does not file a Notice of Dispute pursuant to the terms of this Claims Procedure Order.
23. **THIS COURT ORDERS** that if a Creditor intends to dispute its Claim as set out in a Notice of Revision or Disallowance, the Creditor shall deliver to the Receiver an objection (the “**Objection**”) in writing (setting out the grounds for the Objection) no later than 5:00 p.m. (Toronto time) on the day that is fifteen (15) days from deemed receipt by the Creditor of a Notice of Revision or Disallowance.
24. **THIS COURT ORDERS** that the Receiver shall attempt to resolve any Objections received pursuant to this Claims Procedure Order and in the event an Objection cannot be resolved the Receiver or the Creditor may file a motion with this Court, with service on the service list, for determination of the Claim in dispute.
25. **THIS COURT ORDERS** that if a Creditor in receipt of a Notice of Revision or Disallowance fails to deliver an Objection in accordance with this Order:

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

SERVICE AND NOTICE

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

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

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

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

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

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

GENERAL

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

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Claims Procedure Order and to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative

bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order.

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



Digitally signed
by Jana Steele
Date: 2024.06.26
20:44:34 -04'00'

SCHEDULE “A”

INSTRUCTION LETTER

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

A. CLAIMS PROCEDURE

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

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

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

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

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

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

B. FOR CREDITORS THAT RECEIVE A CLAIM STATEMENT

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

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

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

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

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

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

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

C. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

D. OBJECTION

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

E. RECEIVER'S CONTACT INFORMATION

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

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

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

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

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

SCHEDULE “B”

NOTICE TO CREDITORS

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

RE: Notice of Call for Claims, Claims Procedure and Claims Bar Date

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

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

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

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

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

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

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

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

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

SCHEDULE “C”

CLAIM STATEMENT

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

To: The parties listed on the Schedule attached hereto

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

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

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

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

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

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

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

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

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

SCHEDULE TO CLAIM STATEMENT

[insert list of Known Claims]

SCHEDULE “D”

NOTICE OF DISPUTE

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

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

I. PARTICULARS OF CREDITOR

Full Legal Name of Creditor _____

Full Mailing Address of Creditor _____

Telephone Number _____

Email Address _____

Attention (Contact Person) _____

Have you acquired this Claim by assignment?

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

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

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

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

Name of Trailwinds Debtor Claim asserted against	Currency	Amount of Claim

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

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

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

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

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

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per:

(Signature)

Name:

(Please Print)

Title:

(Please Print)

SCHEDULE "E"

PROOF OF CLAIM

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

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

A. Particulars of Creditor

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

2. Full Mailing Address of the Creditor:

3. Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

4. Have you acquired this claim by assignment?

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

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

B. Proof of Claim:

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

(a) That I

[_____] am the Creditor; OR

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

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

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

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

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

(Provide full details of repayments, credits and discounts)

C. Particulars of Claim:

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

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

D. Filing of Claims:

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

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

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

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

DATED at _____, this _____ day of _____, _____

NAME OF CREDITOR:

Witness Signature

Per: _____

(Signature)

Name: _____

(Please Print)

Title: _____

(Please Print)

SCHEDULE “F”

NOTICE OF REVISION OR DISALLOWANCE

LEGACY LIFESTYLES TRAILWINDS LP, ET AL. CLAIMS PROCEDURE

TO: _____ (the “**Creditor**”)

(*Address of Creditor*)

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

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

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

Reasons for revision or disallowance:

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

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

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

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

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

DATED the ____ day of _____, _____

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

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

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

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendant

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

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

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

Appendix “J”
to the Sixth Report of the Receiver

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

BETWEEN:

**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

**REVISED AND RESTATED NOTICE OF REVISION AND PARTIAL
DISALLOWANCE OF CLAIM**

Reference is made to the Proof of Claim dated and filed on June 14, 2024, by Mr. Gregory Marchant (the “**Proof of Claim**”) with Zeifman Partners Inc., in its capacity as court-appointed receiver of Legacy Lifestyles Destin LP et al. (collectively, the “**Destin Debtors**”).

TAKE NOTICE THAT:

As court-appointed receiver of the Destin Debtors (the “**Receiver**”), your claim is disallowed, in part, after a review of the same pursuant to the provisions of the Claims Procedure Order made on May 6, 2024 by the Honourable Justice Cavanagh (the “**Destin Claims Order**”).

The reasons for the partial disallowance are set forth below:

A. OVERVIEW

1. The Proof of Claim contains various categories of monies claimed as owing. Specifically, (a) monies owing in respect of fees remaining unpaid pursuant to various contracts; (b) legacy expenses incurred on behalf of one or more of the Destin Debtors for which reimbursement is claimed; (c) a two-percent (2%) fee claimed as owing in connection with certain financing arranged for the Destin Debtors; and (d) in the alternative to the foregoing heads of claimed

indebtedness, a claim based on the concept of “Quantum Meruit”. Essentially, an equitable claim in the amount of US \$587,000 founded upon your efforts on behalf of the Destin Debtors for which you seek reimbursement based upon an hourly rate of US \$725 and purported hours spent of 1776.

(a) Outstanding Fees Owing Under Contract

2. A claim is made in the aggregate amount of US \$251,478.91 for certain unpaid fees pursuant to an Advisory Services Agreement dated April 1, 2016 (the “**Advisory Agreement**”), a Management Agreement dated April 1, 2016 (the “**Management Agreement**”) and an Investment Structuring Management Agreement dated April 1, 2016 (the “**Investment Agreement**”). For ease of reference, the Advisory Agreement, Management Agreement and Investment Agreement are collectively referred to herein as the “**Agreements**”.

3. In each case, the Agreements set out your relationship with various of the Destin Debtors who are parties to the Agreements, the scope of services to be provided and the fees to be paid in consideration for the delivery of the agreed upon services. Indeed, the quantum of fees payable is set out in Schedule “A” to each of the Agreements.

4. The Receiver accepts as reasonable the basis upon which you are claiming monies in respect of unpaid fees under the Agreements. Accordingly, your claim in the amount of US \$251,478.91 is allowed.

(b) Legacy Expenses

5. You are claiming the aggregate amount of US \$8,869.41 for certain unpaid expenses that were paid by you on behalf of one or more of the Destin Debtors for which you assert an entitlement to reimbursement.

6. The Receiver accepts as reasonable the basis upon which you are claiming reimbursement of the unpaid expenses. Accordingly, your claim in the amount of US \$8,869.41 is allowed.

(c) The Two-Percent (2%) Fee (the “Placement Fee”)

7. Unlike the Agreements referenced in section (a) above, your claim in the aggregate amount of US \$945,688.70 in respect of the Placement Fee is not supported by a written agreement.

8. As evidence of entitlement to the Placement Fee, you have included various non-binding term sheets and an email communication with Mr. Brian Andrews of Twisted Rock LLC dated October 22, 2021, which purports to evidence the securing of commitments from two prospective funders.

9. Following receipt of the Proof of Claim, counsel for the Receiver sent a letter to your counsel on August 8, 2024, requested documentation in support of the amount claimed as owing in respect of the Placement Fee.

10. By letter dated August 15, 2024, your counsel provided his response to the information request. In short, the evidence you rely upon for entitlement to the Placement Fee may be summarized as follows:

- (i) the Placement Fee appears in the financial models provided to prospective investors and is the same fee rate that you have used on projects of this nature since 2000;
- (ii) many of the investors and/or their advisors have been involved in prior projects where this fee was charged;
- (iii) the Placement Fee is disclosed on page 36 of the Legacy Lifestyles Senior Housing - Destin presentation deck dated March 24, 2016 (the "**Presentation Deck**") that was made available to prospective investors via the data room hosted by Waverley Corporate Financial Services ("**Waverley**"), the exempt market dealer engaged in the offering;
- (iv) the Placement Fee was disclosed in row 7 of the Syndication Costs Tab of the excel spreadsheet contained within the Destin Financial Model available in the Waverley data room (the "**Destin Model**"); and
- (v) the "Developers Fee" on row 100 of the Sources and Uses tab of the October 26, 2021 Development Proforma (the "**Development Proforma**") available to investors in the Waverley data room references the Placement Fee as part of the Developer Fee (albeit not identified specifically).

11. By email dated August 20, 2024, counsel for the Receiver again wrote to your counsel asking whether there were any other documents that support your entitlement to the Placement Fee. Your counsel responded by letter dated September 3, 2024, and confirmed that there are no further documents to be provided in support of your claim. In addition, your counsel sought to respond to certain questions posed by counsel for the Receiver. The answers provided and the materials referenced do not satisfy the Receiver that the Placement Fee is a provable claim.

(d) Quantum Meruit Claim

12. As an "alternative" to your claim for the Placement Fee, you are also asserting an equitable claim in the amount of US \$582,000 for payment based on your efforts on behalf of the Destin Debtors. This "Quantum Meruit" based claim is supported by a "Record of Time".

13. The Record of Time purports to be a chronological notation of all activities undertaken by you on behalf of the Destin Debtors from January 7, 2021 to April 27, 2023. The aggregate time spent is recorded as being 1776 hours at a rate of US \$725 per hour for a total claimed amount of US \$582,000.

14. By email correspondence dated August 20, 2024, counsel for the Receiver requested clarification from your counsel respecting the basis for the US \$725 per hour charged rate and for a representative sampling of various email correspondence noted in the Record of Time to test the

ascribed time spent on an arbitrarily selected day. For context, the vast bulk of the time recorded in the Time Record is in 1 or more hour blocks with some entries of 30 and 40 hour blocks with little description of the activities undertaken.

15. Your counsel responded by letter dated September 3, 2024, and provided a copy of your CV to support the charged rate of US \$725 per hour. The requested email sampling was also provided, but, on balance, the Receiver is still of the view that insufficient documentation has been provided to support the hours purportedly spent. There is a lack of description to account for the multi-hour blocks of time. In addition, your claim appears to be for the entirety of the hours spent on behalf of all legacy projects. In a separate claim in connection with the Trailwinds project, you have submitted the same supporting documentation and allocated a value of US \$257,520 to that entity. No amount was allocated to the Destin Debtors.

B. PARTIAL DISALLOWANCE

16. Your claim in the amount of US \$945,688,70 in respect of the Placement Fee is disallowed. The documents and explanations received in support of this claim are insufficient to support the claim as filed.

17. Specifically, there is no document that provides a description of the services to be provided or an explanation of when the Placement Fee would be considered earned and payable by the Destin Debtors. The absence of a clear acknowledgment by the Destin Debtors of the scope of services and the fee structure associated with such services is in stark contrast to the terms and provisions of the Agreements which clearly set out the nature of the business relationship and the requirements for payment for services provided by you.

18. When a request was made for additional documentary support for this aspect of your claim, the only support relied upon by your counsel is comprised of references to various documents presented as part of the investor solicitation process. Notably, nothing in the Presentation Deck, the Destin Model or the Development Proforma refers to you by name and only row 7 of the Destin Model cites a 2% "Advisory Fee". In each of the other cited examples of disclosure, the Placement Fee is subsumed within a broader reference to "Registrant & Related" transaction costs (ie in the Presentation Deck) and as part of the 5.7% "Developer Fee" (in row 100 of the Sources and Uses tab of the Development Proforma).

19. Your quantum meruit claim in the amount of US \$587,000 is also disallowed on the basis that insufficient documentation has been provided to support the amount of hours purported to have been spent.

AND TAKE FURTHER NOTICE that if you are dissatisfied with our decision in disallowing your claim, in part, you are entitled to deliver a written Notice of Objection (setting out the grounds for the objection) no later than 5:00pm (Toronto time) on the day that is fifteen (15) days from the deemed receipt of this Notice of Revision and Partial Disallowance in accordance with the terms and provisions of the Destin Claims Order.

DATED at Toronto, this 4th day of September, 2024.

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

Per: 

Name: Allan Rutman

TO: Gregory L. Marchant

Attention: c/o Adam J. Wygodny
Wagner Sidlofsky LLP
awygodny@wagnersidlofsky.com

Appendix “K”
to the Sixth Report of the Receiver

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

BETWEEN:

**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

NOTICE OF REVISION AND PARTIAL DISALLOWANCE OF CLAIM

Reference is made to the Proof of Claim dated and filed on August 6, 2024, by Mr. Gregory Marchant (the “**Proof of Claim**”) with Zeifman Partners Inc., in its capacity as court-appointed receiver of Legacy Lifestyles Trailwinds LP et al. (collectively, the “**Trailwinds Debtors**”).

TAKE NOTICE THAT:

As court-appointed receiver of the Trailwinds Debtors (the “**Receiver**”), your claim is disallowed, in part, after a review of the same pursuant to the provisions of the Claims Procedure Order made on June 26, 2024 by the Honourable Justice Cavanagh (the “**Trailwinds Claims Order**”).

The reasons for the partial disallowance are set forth below:

A. OVERVIEW

1. The Proof of Claim contains various categories of monies claimed as owing. Specifically, (a) monies owing in respect of fees remaining unpaid pursuant to various contracts; (b) legacy expenses incurred on behalf of one or more of the Trailwinds Debtors for which reimbursement is claimed; (c) a two-percent (2%) fee claimed as owing in connection with certain financing arranged for the Trailwinds Debtors; and (d) in the alternative to the foregoing heads of claimed indebtedness, a claim based on the concept of “Quantum Meruit”. Essentially, an equitable claim

in the amount of US \$587,000 founded upon your efforts on behalf of the Trailwinds Debtors for which you seek reimbursement based upon an hourly rate of US \$720 and purported hours spent of 1776.

(a) Outstanding Fees Owing Under Contract

2. A claim is made in the aggregate amount of US \$188,717.76 for certain unpaid fees pursuant to an Advisory Services Agreement dated March 1, 2017 (the “**Advisory Agreement**”), a Management Agreement dated March 1, 2017 (the “**Management Agreement**”) and an Investment Structuring Management Agreement dated March 1, 2017 (the “**Investment Agreement**”). For ease of reference, the Advisory Agreement, Management Agreement and Investment Agreement are collectively referred to herein as the “**Agreements**”.

3. In each case, the Agreements set out your relationship with various of the Trailwinds Debtors who are parties to the Agreements, the scope of services to be provided and the fees to be paid in consideration for the delivery of the agreed upon services. Indeed, the quantum of fees payable is set out in Schedule “A” to each of the Agreements.

4. The Receiver accepts as reasonable the basis upon which you are claiming monies in respect of unpaid fees under the Agreements. Accordingly, your claim in the amount of US \$188,717.76 is allowed.

(b) Legacy Expenses

5. You are claiming the aggregate amount of US \$13,893.63 for certain unpaid expenses that were paid by you on behalf of one or more of the Trailwinds Debtors for which you assert an entitlement to reimbursement.

6. The Receiver accepts as reasonable the basis upon which you are claiming reimbursement of the unpaid expenses. Accordingly, your claim in the amount of US \$13,893.63 is allowed.

(c) The Two-Percent (2%) Fee (the “Placement Fee”)

7. Unlike the Agreements referenced in section (a) above, your claim in the aggregate amount of US \$1,035,071.36 in respect of the Placement Fee is not supported by a written agreement.

8. As evidence of entitlement to the Placement Fee, you have included various non-binding term sheets and an email communication with Mr. Brian Andrews of Twisted Rock LLC dated October 22, 2021, which purports to evidence the securing of commitments from two prospective funders.

9. Counsel for the Receiver sent a letter to your counsel on August 29, 2024, requested documentation in support of the Placement Fee.

10. By letter dated September 3, 2024, your counsel provided his response to the information request. In short, the evidence you rely upon for entitlement to the Placement Fee may be summarized as follows:

- (i) the Placement Fee appears in the financial models provided to prospective investors and is the same fee rate that you have used on projects of this nature since 2000;
- (ii) many of the investors and/or their advisors have been involved in prior projects where this fee was charged;
- (iii) the Placement Fee is disclosed on page 36 of the Legacy Lifestyles Senior Housing - Destin presentation deck dated March 24, 2016 (the “**Presentation Deck**”) that was made available to prospective investors via the data room hosted by Waverley Corporate Financial Services (“**Waverley**”), the exempt market dealer engaged in the offering;
- (iv) the Placement Fee was disclosed in row 7 of the Syndication Costs Tab of the excel spreadsheet contained within the Destin Financial Model available in the Waverley data room (the “**Destin Model**”); and
- (v) the “Developers Fee” on row 100 of the Sources and Uses tab of the October 26, 2021 Development Proforma (the “**Development Proforma**”) available to investors in the Waverley data room references the Placement Fee as part of the Developer Fee (albeit not identified specifically).

It appears that no separate solicitation materials were prepared for the Trailwinds investment opportunity and that reliance was placed on the materials prepared in connection with the Destin investment opportunity.

11. In his September 3, 2024 response, your counsel has confirmed that there are no further documents that support your entitlement to the Placement Fee. In addition, your counsel sought to respond to certain questions posed by counsel for the Receiver. The answers provided and the materials referenced do not satisfy the Receiver that the Placement Fee is a provable claim.

(d) Quantum Meruit Claim

12. As an “alternative” to your claim to the Placement Fee, you are also asserting an equitable claim for payment based on your efforts on behalf of the Trailwinds Debtors. This “Quantum Meruit” based claim is supported by a “Record of Time”.

13. The Record of Time purports to be a chronological notation of all activities undertaken by you on behalf of all of the Applicants and Respondents from January 7, 2021 to April 27, 2023. The aggregate time spent is recorded as being 1776 hours at a rate of US \$725 per hour for a total claimed amount of US \$582,000. You have allocated US \$257,520 to the time you spent on behalf of the Trailwinds Debtors.

14. By email correspondence dated August 20, 2024, counsel for the Receiver requested clarification from your counsel respecting the basis for the US \$725 per hour charged rate and for a representative sampling of various email correspondence noted in the Record of Time to test the ascribed time spent on an arbitrarily selected day. For context, the vast bulk of the time recorded in the Time Record is in 1 or more hour blocks with some entries of 30 and 40 hour blocks with little description of the activities undertaken.

15. The response from your counsel on September 3, 2024, asserts that Mr. Marchant's hourly rate of "US\$750" [sic] is based upon his "experience, expertise and skill developed over more than 40 years." The Receiver has been provided with no hourly rate comparables to other similarly experienced investment professionals but is prepared to accept as reasonable the proposed hourly rate of US \$725.

B. PARTIAL DISALLOWANCE

16. Your claim in the amount of US \$1,035,071.36 in respect of the Placement Fee is disallowed. The documents and explanations received in support of this claim are insufficient to support the claim as filed.

17. Specifically, there is no document that provides a description of the services to be provided or an explanation of when the Placement Fee would be considered earned and payable by the Trailwinds Debtors. The absence of a clear acknowledgment by the Trailwinds Debtors of the scope of services and the fee structure associated with such services is in stark contrast to the terms and provisions of the Agreements which clearly set out the nature of the business relationship and the requirements for payment for services provided by you.

18. When a request was made for additional documentary support for this aspect of your claim, the only support relied upon by your counsel is comprised of references to various documents presented as part of the investor solicitation process. Notably, nothing in the Presentation Deck, the Destin Model or the Development Proforma refers to you by name and only row 7 of the Destin Model cites a 2% "Advisory Fee". In each of the other cited examples of disclosure, the Placement Fee is subsumed within a broader reference to "Registrant & Related" transaction costs (ie in the Presentation Deck) and as part of the 5.7% "Developer Fee" (in row 100 of the Sources and Uses tab of the Development Proforma). The supplementary documents provided by your counsel on September 3, 2024, do not address in a meaningful manner the concern of the Receiver respecting the absence of a clear understanding of when the Placement Fee would be considered due and owing to you.

19. Your quantum meruit claim in the amount of US \$257,520 is also disallowed on the basis that insufficient documentation has been provided to support the amount of hours purported to have been spent.

AND TAKE FURTHER NOTICE that if you are dissatisfied with our decision in disallowing your claim, in part, you are entitled to deliver a written Notice of Objection (setting out the grounds for the objection) no later than 5:00pm (Toronto time) on the day that is fifteen (15) days from the

deemed receipt of this Notice of Revision and Partial Disallowance in accordance with the terms and provisions of the Trailwinds Claims Order.

DATED at Toronto, this 4th day of September, 2024.

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


Per: _____

Name: Allan Rutman

TO: Gregory L. Marchant

Attention: c/o Adam J. Wygodny
Wagner Sidlofsky LLP
awygodny@wagnersidlofsky.com

Appendix “L”
to the Sixth Report of the Receiver

DESTIN DISTRIBUTION

	<u>USD</u>	<u>CAD converted @1.37</u>
Estimated Cash Balance as at September 5, 2024	\$ 3,132,000	
Holdback: Estimated Remaining Fees of Receiver and Counsel	\$ (91,241)	\$125,000.00 CDN
Holdback: Inspector Proportionate Fees 1/5	\$ (15,691)	\$21,496.58 CDN
Holdback: Inspector Fees Pending Sale of Remaining Properties	\$ (23,536)	\$32,244.88 CDN
Payment: Plaintiff's Costs Award - 1/3 (Roberts)	\$ (24,331)	\$33,333.33 CDN
Holdback: Plaintiff's Costs Pending Sale of Remaining Properties	\$ (12,165)	\$16,666.67 CDN
Payment: Intervening Investors Costs Award - 1/5 (Katzman)	\$ (7,299)	\$10,000 CDN
Holdback: Intervening Investors Costs Pending Sale of Remaining Property N21	\$ (10,949)	\$15,000 CDN
	\$ (12,115)	

Funds remaining for distribution

\$ 2,934,672

<u>Lender</u>	<u>Claim</u>	<u>Percentage of Claim</u>	<u>Distribution</u>	<u>ALLOWED AMOUNT</u>	<u>Percentage of Claim</u>	<u>Distribution</u>
1 1018073 B.C. Ltd. (Frank Geier)	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
2 1392530 Ontario Inc. (Shirley Chong)	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
3 1424604 Ontario Limited (Jim Richings)	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
4 2244512 Ontario Inc. (Ashis Chawla)	50,000.00	0.6301%	\$ 18,490.13	50,000.00	0.7144%	\$ 20,965.06
5 4422279 Canada Inc (Ron Shlien)	300,000.00	3.7803%	\$ 110,940.80	300,000.00	4.2864%	\$ 125,790.37
6 David Thomson	100,000.00	1.2601%	\$ 36,980.27	100,000.00	1.4288%	\$ 41,930.12
7 David Thomson (Re: Carolyn R. MacLeod)	100,000.00	1.2601%	\$ 36,980.27	100,000.00	1.4288%	\$ 41,930.12
8 Fore Bears Forensic Science Inc. (Vince Rochon)	300,000.00	3.7803%	\$ 110,940.80	300,000.00	4.2864%	\$ 125,790.37
9 Gonul Isinak	100,000.00	1.2601%	\$ 36,980.27	100,000.00	1.4288%	\$ 41,930.12
10 Gregory Ip Medicine Professional Corporation	500,000.00	6.3006%	\$ 184,901.34	500,000.00	7.1439%	\$ 209,650.61
11 James Tennent	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
12 Kevin Sterling	100,000.00	1.2601%	\$ 36,980.27	100,000.00	1.4288%	\$ 41,930.12
13 Langford Grain Inc. (Dave & Michelle Langford)	392,634.19	4.9476%	\$ 145,197.18	392,634.19	5.6099%	\$ 164,631.99
14 Lucy Ber	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
15 M2D2 Capital Resources, Inc. (Don Thomson)	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
16 Mark & Tara Pierog	500,000.00	6.3006%	\$ 184,901.34	500,000.00	7.1439%	\$ 209,650.61
17 Mark Freiman	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
18 Marty Shankman Agency Limited	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
19 Michael Kessel	35,000.00	0.4410%	\$ 12,943.09	35,000.00	0.5001%	\$ 14,675.54
20 New Gemini Inc. (Steve Sibley)	250,000.00	3.1503%	\$ 92,450.67	250,000.00	3.5720%	\$ 104,825.31
21 Paul Collins Professional Corporation	200,000.00	2.5202%	\$ 73,960.54	200,000.00	2.8576%	\$ 83,860.24
22 Reinrichmar Holdings Limited	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
23 Robert White	100,000.00	1.2601%	\$ 36,980.27	100,000.00	1.4288%	\$ 41,930.12
24 Ron Lapsker	500,000.00	6.3006%	\$ 184,901.34	500,000.00	7.1439%	\$ 209,650.61
25 Scott & Nada Tupling	420,000.00	5.2925%	\$ 155,317.13	420,000.00	6.0009%	\$ 176,106.51
26 Steven E. Freiman	300,000.00	3.7803%	\$ 110,940.80	300,000.00	4.2864%	\$ 125,790.37
27 Susan Latremaille	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
28 John Boag	150,000.00	1.8902%	\$ 55,470.40	150,000.00	2.1432%	\$ 62,895.18
29 Thornbridge Capital (Mark Ber & Jason Middleton)	300,000.00	3.7803%	\$ 110,940.80	300,000.00	4.2864%	\$ 125,790.37
30 Legacy Lifestyles Trailwinds Property LLC	290,977.00	3.6666%	\$ 107,604.07	290,977.00	4.1574%	\$ 122,007.01
31 Gregory L. Marchant	1,197,167.61	15.0857%	\$ 442,715.79	260,348.32	3.7198%	\$ 109,164.37
Total	\$ 7,935,778.80	100.0000%	\$ 2,934,672.26	\$ 6,998,959.51	100.0000%	\$ 2,934,672.26

Appendix “M”
to the Sixth Report of the Receiver

TRAILWINDS DISTRIBUTION

	<u>USD</u>	<u>CAD converted @1.37</u>
Estimated Cash Balance as at September 5, 2024	\$ 3,447,000	
Holdback: Estimated Remaining Fees of Receiver and Counsel	\$ (91,241)	\$125,000.00 CDN
Holdback: Inspector Proportionate Fees 1/5	\$ (15,691)	\$21,496.58 CDN
Holdback: Inspector Fees Pending Sale of Remaining Properties	\$ (23,536)	\$32,244.88 CDN
Payment: Plaintiff's Costs Award - 1/3 (Roberts)	\$ (24,331)	\$33,333.33 CDN
Holdback: Plaintiff's Costs Pending Sale of Remaining Properties	\$ (12,165)	\$16,666.67 CDN
Payment: Intervening Investors Costs Award - 1/5 (Katzman)	\$ (7,299)	\$10,000 CDN
Holdback: Intervening Investors Costs Pending Sale of Remaining Properties	\$ (10,949)	\$15,000 CDN
Destin unsecured claim (Note 1)	\$ 107,604	

Funds available for distribution

\$ 3,369,391

	Claim	Percentage of Claim	Distribution	Allowed Claim	Percentage of Claim	Distribution
001 1387615 Ontario Limited (Scott Barrett)	72,648.02	0.6416%	\$ 21,616.39	72,648.02	0.7051%	\$ 23,758.99
002 2143700 Ontario Inc. (Larry/David Jackson)	200,000.00	1.7662%	\$ 59,509.92	200,000.00	1.9413%	\$ 65,408.49
003 2244512 Ontario Inc. (Ashis Chawla)	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
004 2464649 Ontario Inc. (Rick Woodgate)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
005 Neale Brown	370,000.00	3.2675%	\$ 110,093.34	370,000.00	3.5913%	\$ 121,005.71
006 4422279 Canada Inc. (Ron Shlien)	400,010.00	3.5325%	\$ 119,022.81	400,010.00	3.8826%	\$ 130,820.25
007 9677658 Canada Inc. (Ken Wootton)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
008 Alcran Holdings Ltd. (Ian Johnson)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
009 Angellotti Holdings Inc.	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
010 Avni Suchak (Mitesh)	200,000.00	1.7662%	\$ 59,509.92	200,000.00	1.9413%	\$ 65,408.49
011 Basi Law Professional Corporation (Katy Basi)	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
012 Christiansen Investments Inc. (Arlene Christiansen)	1,500,000.00	13.2464%	\$ 446,324.37	1,500,000.00	14.5594%	\$ 490,563.69
013 Claremont Holdings Corporation (Ian Collins)	72,471.65	0.6400%	\$ 21,563.91	72,471.65	0.7034%	\$ 23,701.31
014 Donald C. Baker	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
015 Edward M. Hunter	200,000.00	1.7662%	\$ 59,509.92	200,000.00	1.9413%	\$ 65,408.49
016 Festivus Holdings Inc. (Steve & Mark Freiman)	550,000.00	4.8570%	\$ 163,652.27	550,000.00	5.3385%	\$ 179,873.35
017 Hallco Holdings Inc. (Mike Hall)	300,000.00	2.6493%	\$ 89,264.87	300,000.00	2.9119%	\$ 98,112.74
018 Ian and Moira Bell	150,000.00	1.3246%	\$ 44,632.44	150,000.00	1.4559%	\$ 49,056.37
019 Izabella Dykstra	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
020 James MacDonald	349,286.56	3.0845%	\$ 103,930.07	349,286.56	3.3903%	\$ 114,231.54
021 Katayoun Sarafian	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
022 Langford Grain Inc. (Dave & Michelle Langford)	1,064,783.68	9.4031%	\$ 316,825.94	1,064,783.68	10.3351%	\$ 348,229.47
023 Mad Apples Marketing Communications Inc. (David Power)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
024 Michael Kessel	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
025 1000583755 Ontario Inc. (Olga de Wit)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
026 MLC Financial Ltd.	200,000.00	1.7662%	\$ 59,509.92	200,000.00	1.9413%	\$ 65,408.49
027 NMP Investment Holdings Inc. (Nick Perpick)	250,000.00	2.2077%	\$ 74,387.39	250,000.00	2.4266%	\$ 81,760.61
028 Paul Collins Professional Corporation	225,000.00	1.9870%	\$ 66,948.66	225,000.00	2.1839%	\$ 73,584.55
029 Paura Professional Corporation (Mario Paura)	225,000.00	1.9870%	\$ 66,948.66	225,000.00	2.1839%	\$ 73,584.55
030 Peter G. Volpe	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
031 Reinrichmar Holdings Limited (Rick Reininger)	300,000.00	2.6493%	\$ 89,264.87	300,000.00	2.9119%	\$ 98,112.74
032 Richard W. Woodruff	200,000.00	1.7662%	\$ 59,509.92	200,000.00	1.9413%	\$ 65,408.49
033 Robert Barron	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
034 Robert White	50,000.00	0.4415%	\$ 14,877.48	50,000.00	0.4853%	\$ 16,352.12
035 Scott & Nada Tupling	300,000.00	2.6493%	\$ 89,264.87	300,000.00	2.9119%	\$ 98,112.74
036 Spectrum Jewellery Mfg. Inc.	720,800.00	6.3654%	\$ 214,473.74	720,800.00	6.9963%	\$ 235,732.20
037 Taler Investments Inc. (Mark Harrington)	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
038 The Asylum Inc.	450,000.00	3.9739%	\$ 133,897.31	450,000.00	4.3678%	\$ 147,169.11
039 Thornbridge Capital Inc.	100,000.00	0.8831%	\$ 29,754.96	100,000.00	0.9706%	\$ 32,704.25
040 TMP Investments Inc. (Mark Pierog)	400,000.00	3.5324%	\$ 119,019.83	400,000.00	3.8825%	\$ 130,816.98
041 Greg Marchant	1,223,798.12	10.8073%	\$ 364,140.61	202,611.39	1.9666%	\$ 66,262.53
Total	\$ 11,323,798.03	100.0000%	\$ 3,369,391.33	\$ 10,302,611.30	100.0000%	\$ 3,369,391.33

Note 1 Final amount of dividend available to Trailwinds from the Destin proceeds will depend on determination of Greg Marchant's claim as allowed or partially disallowed

Appendix “N”
to the Sixth Report of the Receiver



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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 20TH

JUSTICE KIMMEL

)

DAY OF SEPTEMBER, 2022

)

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

ORDER

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

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

SERVICE

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

RECEIVER’S ACTIVITIES AND R&D

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

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

FEES

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

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

PROJECT AGREEMENTS

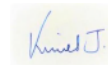
6. **THIS COURT ORDERS** that the following agreements (collectively, the “**Project Agreements**”) be and are hereby approved:

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

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

SEALING

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



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

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

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

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendant

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

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

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

Appendix “O”
to the Sixth 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 September 5, 2024

	CDN \$					TOTAL CDN \$	US \$					TOTAL US \$
	LONGLEAF	OCOEE	TRAILWINDS	SUMMERLIN	DESTIN		LONGLEAF	OCOEE	TRAILWINDS	FT. MYERS	DESTIN	
Receipts												
Sale of Assets								\$ 4,000,000		\$ 4,025,000		\$ 8,025,000
Receiver's Loan										705,000		3,760,225
Earnest Refund										50,000		50,000
Cash in Bank	\$ 1,138	\$ 884	\$ 5,823	\$ 790	\$ 1,241	\$ 9,875	\$ 1,152,000	\$ 631,000	\$ 454,100	\$ 818,125	\$ 705,000	\$ 3,760,225
Interest	704	643	685	710	860	3,602	2,962	6,142	3,219	3,918.53	86,726	102,967
Total Receipts	1,842	1,526	6,508	1,500	2,101	13,477	1,154,962	637,142	4,457,319	822,043.53	4,866,726	11,938,192
Disbursements												
Property Taxes						-	447,137	47,871	53,066	74,530	100,055	722,660
Hillmount loan interest						-	171,233	132,590	95,878	154,520	116,686	670,907
Hillmount loan fees						-	58,631	34,566	34,298	36,674	29,476	193,645
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 Architect Retainer						-					5,245	5,245
Realtor Commission						-					161,000	161,000
US legal fees and disbursements						-	25,195	24,693	67,838	28,744	48,384	194,854
Title Fees						-	12,593	9,545	49,403	11,186	11,458	94,185
Property Owners Association						-			22,544			22,544
Consulting Services						-			7,000			7,000
Appraisal Fees						-	4,250	4,250	4,250	4,250	4,250	21,250
Representation Fee						-	4,952	4,968	4,968	4,968	4,968	24,824
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	156,305	138,707	141,665	175,164	736,031						-
Legal Fees	76,179	83,949	122,525	113,651	153,953	550,256						-
HST Paid	14,859	16,217	21,136	19,917	26,584	98,714						-
Travel Expenses	309	309	309	309	309	1,543	423	423	423	421	423	2,114
General & Administrative						-						-
Filing fee	73	73	73	73	73	365						-
Total Disbursements	215,610	256,852	282,750	275,614	356,559	1,387,386	961,888	420,875	341,969	553,106	743,540	3,021,379
Excess of Receipts over Disbursements	(213,768)	(255,326)	(276,242)	(274,115)	(354,458)	(1,373,909)	193,074	216,266	4,115,350	268,938	4,123,186	8,916,813
Transfer between US/CDN Receivship accounts	215,652	268,283	279,113	290,737	373,263	1,427,046	(166,933)	(206,837)	(214,427)	(223,700)	(286,157)	(1,098,053)
Ending Balance	\$ 1,884	\$ 12,957	\$ 2,871	\$ 16,622	\$ 18,804	\$ 53,137	\$ 26,141	\$ 9,429	\$ 3,900,923	\$ 45,238	\$ 3,837,029	\$ 7,818,760
Distributions												
Hillmount Capital	-	-	-	-	-	-	-	-	454,100	-	705,000	1,159,100
Total Distributions	-	-	-	-	-	-	-	-	454,100	-	705,000	1,159,100
CASH IN BANK AND INVESTMENTS	\$ 1,884	\$ 12,957	\$ 2,871	\$ 16,622	\$ 18,804	\$ 53,137	\$ 26,141	\$ 9,429	\$ 3,446,823	\$ 45,238	\$ 3,132,029	\$ 6,659,660

Appendix “P”
to the Sixth 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 September 10, 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

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 June 1, 2024 to August 31, 2024 inclusive (the “**Fee Period**”) is CAD \$60,093.75 plus disbursements of CAD \$4.90 plus Harmonized Sales Tax of CAD \$2,314.46 totalling CAD \$62,413.11. 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.

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 Sixth 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 110.50 hours during the Fee Period. Attached hereto as **Exhibit "C"** to this Affidavit is a schedule setting out the personnel involved in the administration of the Debtor estates and the hours and applicable rates claimed for the Fee Period.

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

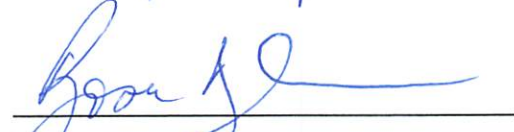
8. The hourly billing rates outlined in **Exhibit "C"** to this Affidavit are comparable to the hourly rates charged by Zeifman Partners Inc. for services rendered in relation to similar proceedings.

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

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

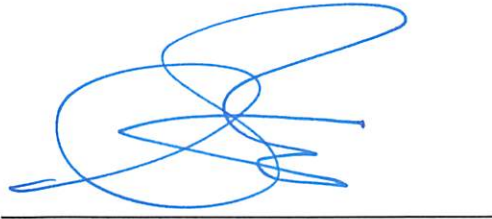
11. This Affidavit is sworn in support of the Receiver's request for approval of the Receiver's bills of costs rendered during the Fee Period, and for no other or improper purpose.

AFFIRMED BEFORE ME at the City
of *Toronto, ON*, on *September 10*, 2024.




A Commissioner, etc.

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



Allan A. Rutman

This is Exhibit "A" to the Affidavit of
Allan A. Rutman affirmed on September 10, 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 #42914

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from August 1, 2024 to August 31, 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.	2.25 hours @ \$290.00 per hour	\$ 652.50
Total fees			\$ 3,443.75
Miscellaneous disbursements (mail, etc.)			\$ 0.39
Subtotal			\$ 3,444.14
* H.S.T. on exigible fees (\$2,719.14 @ 13%)			\$ 353.49
Total Balance Due			\$ 3,797.63

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2024	A.R.	0.50		Email correspondence with K. Kraft re: Destin Distribution Motion and G. Marchant claim. Email correspondence with S. Straus and J. Cordova re: signing of Trailwinds closing documents and delivery of same. Email correspondence with investor re: Trailwinds distribution and closing. Email correspondence and call with T. Dunn re: Destin legal opinion.
8/6/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Updated Projected Cash Flow. Banking administration.
8/8/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Banking administration.
8/12/2024	A.R.	0.25		Review file documentation and G. Marchant transcript; various email correspondence with Wagner Sidlofsky LLP and counsel re: same.
8/12/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/13/2024	R.D.	0.25	*	Banking administration. Update creditor listings.
8/14/2024	A.P.	0.25	*	July 2024 bank reconciliations.
8/20/2024	A.R.	0.25	*	(*Review email correspondence from T. Dunn re: queries to G. Marchant proof of claim re: Destin.) Email exchange with S. Straus re: Fort Myers - proposed contract amendment.
8/22/2024	A.R.	0.50	*	(*Reviewed draft Trailwinds and Destin distribution schedule; discussions with R. DaSilva re: same. Email correspondence with G. Marchant re: investors requests for updates on Destin and Trailwinds distributions. Email exchange with K. Kraft re: update on legal opinions and draft distribution schedules.) Email correspondence with R. DaSilva re: payment of US legal fees. Engaged in various email correspondence re: finalization of Ft. Myers agreement; execute same.
8/22/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare draft distribution schedules for Destin and Trailwinds; discussions with A. Rutman re: same.
8/23/2024	A.R.	0.50	*	Email correspondence with investors re: update on Trailwinds and Destin distribution.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/28/2024	A.R.	0.50	*	(*Call with T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance.) Email correspondence with S. Thompson re: interested parties. Email correspondence re: scheduling of call with counsel. (*Review correspondence from T. Dunn re: proposed form of letter to the receiver and associated Notice of Revision and Partial Disallowance.)
8/29/2024	A.R.	1.00	*	Conference call with S. Ann-Wilson and K. Kraft. Various email correspondence with counsel and T. Dunn re: draft disallowance of G. Marchant Destin claim. Email exchange with Adam Wygodny and T. Dunn re: G. Marchant Destin and Trailwinds claims and submission of additional documentation.
8/30/2024	A.R.	0.25		Email correspondence with potential purchaser of Ocoee. Email correspondence with CBRE re: Ocoee sale. Various email correspondence with counsel and T. Dunn re: revised form of Notice of Revision and Partial Disallowance of G. Marchant claims.

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 #42901

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Destin LP and Legacy Lifestyles Destin GP Inc. from July 1, 2024 to July 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	2.75 hours @ \$725.00 per hour	\$ 1,993.75
A. Palmer	A.P.	0.25 hours @ \$290.00 per hour	\$ 72.50
R. DaSilva	R.D.	1.50 hours @ \$290.00 per hour	\$ 435.00
Total fees			\$ 2,501.25
Miscellaneous disbursements (mail, etc.)			\$ 0.20
Subtotal			\$ 2,501.45
* H.S.T. on exigible fees (\$507.70 @ 13%)			\$ 66.00
Total Balance Due			\$ 2,567.45

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/2/2024	A.R.	0.50		Attend online US Bankruptcy Court hearing; email correspondence with Dentons re: link for same. Reviewed and engaged in various email exchange with C. Collier re: potential purchaser of Longleaf. Email correspondence with G. Marchant. Email correspondence with investor re: status of Destin distribution. Email correspondence with Dentons re: contact information for Trailwinds closing. Email correspondence with Arlene Foster of Barclay re: Trailwinds sale.
7/2/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/3/2024	A.R.	0.50		Call with G. Marchant re: update. Email correspondence with investor re: update on Destin distribution. Email correspondence with K. Kraft re: Dentons Cohen & Grigsby outstanding invoices.
7/4/2024	A.R.	0.50		Calls with investors re: update on claims process and distributions. Email correspondence with S. Straus re: contact from Arlene Foster of Barclay re: Property Owners Association and form of estoppel to be provided re: Trailwinds.
7/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/5/2024	A.R.	0.25		Email exchange with S. Straus re: Ft. Myers sale issues. Email correspondence with investor re: Destin payout schedule.
7/8/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/10/2024	A.P.	0.25	*	June 2024 bank reconciliations.
7/11/2024	A.R.	0.25		Matters re: Trailwinds claims process. Email correspondence with US counsel re: delay in obtaining Trailwinds stamped order and delay in Trailwinds closing. Call with investor re: update on Destin payout. Email correspondence with R. DaSilva re: payment of US legal fees. Email exchange with E. Rowe re: marketing of Ocoee.
7/15/2024	A.R.	0.50		Calls with creditors. Email correspondence with J. Irving and C. Baverman re: approved US Court Order on Trailwinds sale.
7/18/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
7/22/2024	A.R.	0.25		Call with E. Rowe re: Ocoee update. Calls and email correspondence.

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 #42889

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

Time Charges and Expenses:

A. Rutman, Partner	A.R.	7.25 hours @	\$725.00 per hour	\$	5,256.25
C. Rosner	C.R.	4.50 hours @	\$470.00 per hour	\$	2,115.00
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	2.25 hours @	\$290.00 per hour	\$	652.50
A. Li	A.L.	7.00 hours @	\$165.00 per hour	\$	1,155.00
Total fees				\$	9,251.25
Miscellaneous disbursements (mail, etc.)				\$	0.40
Subtotal				\$	9,251.65
* H.S.T. on exigible fees (\$906.65 @ 13%)				\$	117.86
Total Balance Due				\$	9,369.51

/Cont.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/3/2024	A.R.	0.50		Calls with S. Straus. Email correspondence with investors re: sale approvals. Email correspondence with E. Rowe re: Ocoee update.
6/3/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/4/2024	A.R.	0.25	*	Email exchange with E. Rowe re: update on potential purchasers of Ocoee. (*Review draft report to court; forward Affidavit of Fees and Statement of Receipts to counsel.)
6/4/2024	R.D.	0.50	*	Destin-Banking administration. Prepare Affidavit of Fees.
6/5/2024	A.L.	2.00		Legacy Lifestyles Destin Project LP -- Prepared WP.
6/5/2024	C.R.	0.50		Call with A.L. to discuss approach for partnership returns for Destin.
6/6/2024	A.L.	3.00		Analysis Legacy Lifestyles Destin Project LP and prepared WP.
6/10/2024	A.L.	2.00		Legacy Lifestyles Destin Project LP-- cleared notes and tax research.
6/10/2024	A.R.	0.25		Review motions for filing in the US Bankruptcy Case for approval of the Trailwinds and Summerlin properties. Email exchange with G. Marchant re: Destin Claims Process. Review Motion for Recognition of Canadian Sale Order and draft Orders. Review correspondence from M. Kercher re: Summerlin Road Water Use Permit.
6/11/2024	C.R.	0.50		Email to A. Rutman with breakdown of requirements.
6/14/2024	A.R.	0.75		Email correspondence to R. DaSilva re: Registered Agent Service Renewal Fees. Email correspondence to US counsel re: attendance at sale hearing in the US Bankruptcy Cases. Email correspondence with C. Rosner re: Destin financial statement. Review potential purchaser Agreement re: Longleaf; email exchange and call with S. Straus re: same. Email correspondence with E. Rowe re: update on Ocoee sale. Various email exchange with J. Irving re: outstanding invoices. Email exchange with Dentons re: : Legacy - Report and Trailwinds Orders. Review G. Marchant proof of claim re: Destin; email correspondence with counsel re: same and distribution. Email

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
				correspondence with D. Lawson re: Ft. Myers Development Agreement with Lee County.
6/14/2024	C.R.	0.75		RESEARCH - Partnership return requirements and capitalize cost election.
6/14/2024	C.R.	1.25		Sorting through information and prior year capitalized costs.
6/17/2024	A.R.	0.25		Various calls with realtors and Hillmount Capital re: sale process. Email exchange with Hillmount Capital re: Motion Hearing and sale of Trailwinds and Ft. Myers. Engaged in email correspondence with tax team re: Destin sale, IRS tax liability and scheduling of meeting to discuss. Various email exchange with counsel re: finalizing of Fifth Report to Court and update on Longleaf purchase agreement. Engaged in various email correspondence with C. Collier, E. Rowe and S. Straus re: update on signing of Longleaf Agreement. Email correspondence and call with S. Strauss re: Pinnacle proposal for Phase 2 on Ft. Myers.
6/17/2024	C.R.	0.50		Call with A. Rutman.
6/17/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.
6/18/2024	A.R.	1.00		Call to S. Straus. Call with K. Kraft. Email correspondence re: scheduling of call with E. Rowe re: update on Longleaf. Review draft Factum for upcoming Motion. Various email correspondence with E. Rowe, C. Collier and M. Kercher re: scheduling of call to discuss Longleaf. Numerous email exchange with counsel re: Destin distribution. Review correspondence from S. Straus to G. Strock re: response to Summerlin title objections letter.
6/18/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2024	A.R.	0.75		Call with E. Rowe, C. Collier and M. Kercher re: update on Longleaf. Meeting with C. Rosner and S. Marwaha re: Destin filing. Engaged in various email correspondence with K. Kraft re: matters relating to Destin sale, filing of final tax return, tax obligations and distribution. Email correspondence with counsel re: comments to draft factum and amounts owing on Trailwinds

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<i>HST Exigible</i>	<u>Detail</u>
				and Ft. Myers. Review correspondence from Pinnacle re: Ft. Myers soil sampling.
6/19/2024	C.R.	0.50		Meeting with A. Rutman.
6/19/2024	C.R.	0.50		RESEARCH - re: Y/E change, prior year return capitalization, Disregarded entity status.
6/20/2024	A.R.	1.75		Discussion with R. DaSilva re: Destin distribution; review draft schedule. Engaged in numerous email correspondence with counsel re: Destin distributions and holdbacks. Discussion with R. DaSilva re: distribution schedule; review same. Email correspondence with E. Rowe re: scheduling of call re: Ocoee update.
6/20/2024	R.D.	0.25	*	Prepare draft Destin Distribution schedule; discussions with A. Rutman.
6/21/2024	A.R.	0.75		Call with CBRE re: Ocoee update. Engaged in various email correspondence with Dentons Canada re: Destin Distribution and monies to be held back for outstanding payments of fees. Review and execute Supplemental Report. Email correspondence re: filing of mandatory beneficial ownership information.
6/24/2024	A.R.	0.50		Email correspondence and call with G. Marchant re: Destin claims process. Various email correspondence with R. Moses and K. Kraft re: scheduling of call re: independent review of proof of claim submitted. Review Dentons opinion re: Trailwinds.
6/24/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/25/2024	A.R.	0.50		Conference call with K. Kraft and Rachel Moses. Review correspondence from various counsel re: attendance at Zoom Motion. Forward Motion Materials to R. Moses. Email correspondence with Trailwinds investor re: update on closing. Email correspondence with E. Rowe re: update on Ocoee and Longleaf.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/27/2024	A.P.	0.25	*	May 2024 bank reconciliations.

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 #42917

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from August 1, 2024 to August 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	5.00 hours @	\$725.00 per hour	\$	3,625.00
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
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Total fees				\$	4,350.00
Miscellaneous disbursements (mail, etc.)				\$	0.39
					<hr/>
Subtotal				\$	4,350.39
* H.S.T. on exigible fees (\$1,631.64 @ 13%)				\$	212.11
					<hr/>
Total Balance Due				\$	4,562.50
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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/2/2024	A.R.	0.50	*	Email correspondence with RBC re: investment of Trailwinds sale funds. Email correspondence with Trailwinds investor re: distribution process. (*Email exchange with D. Falcone re: Ft. Myers advance and scheduling of call to discuss renewal.) Call and email correspondence with CBRE re: sale process update.
8/6/2024	A.R.	0.50	*(0.25)	Call with Hillmount Capital re: renewal and funds required for Longleaf and Ocoee. (*Review projected cash flow and updated Statement of Receipts and Disbursements.) (*Email correspondence to Hillmount Capital re: update on Ft. Myers purchaser and Ft. Myers advance). Review correspondence from S. Straus re: correspondence from Ft. Myers purchaser.
8/6/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Updated Projected Cash Flow. Banking administration.
8/7/2024	A.R.	0.25		Calls with investor re: Trailwinds distribution process. Review escrow letter for Ft. Myers second deposit. Email correspondence with G. Marchant re: Trailwinds claim. Review correspondence from creditors re: updated address information. Email correspondence and call with T. Dunn re: independent legal opinion re: Destin; email correspondence to K. Kraft re: same. Email correspondence with C. Rosner re: Trailwinds EIN application.
8/8/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Banking administration.
8/12/2024	A.R.	0.25		Review file documentation and G. Marchant transcript; various email correspondence with Wagner Sidlofsky LLP and counsel re: same.
8/12/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/14/2024	A.P.	0.25	*	July 2024 bank reconciliations.
8/15/2024	A.R.	0.75		Review amendments to Ft. Myers Agreement of Purchase and Sale. Call to S. Straus. Various email correspondence with T. Dunn and K. Kraft re: G. Marchant Trailwinds claim and legal opinion.
8/15/2024	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>
8/19/2024	A.R.	0.25		Conference call with CBRE re: Ocoee update; review update report. Email correspondence with CBRE re: proposed contract amendment for Ft. Myers. Review correspondence re: G. Marchant February 1, 2022 cross-examination transcript.
8/20/2024	A.R.	0.25		Review email correspondence from T. Dunn re: queries to G. Marchant proof of claim re: Destin. Email exchange with S. Straus re: Fort Myers - proposed contract amendment.
8/21/2024	A.R.	1.00		Engaged in various email correspondence with M. Kercher re: Ft. Myers amended agreement.
8/22/2024	A.R.	0.50		Reviewed draft Trailwinds and Destin distribution schedule; discussions with R. DaSilva re: same. Email correspondence with G. Marchant re: investors requests for updates on Destin and Trailwinds distributions. Email exchange with K. Kraft re: update on legal opinions and draft distribution schedules. Email correspondence with R. DaSilva re: payment of US legal fees. Engaged in various email correspondence re: finalization of Ft. Myers agreement; execute same.
8/22/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare draft distribution schedules for Destin and Trailwinds; discussions with A. Rutman re: same.
8/26/2024	A.R.	0.50	*	Email correspondence and call with Hillmount Capital re: update on Ft. Myers and renewal of term sheet.
8/27/2024	A.P.	0.25	*	Fifth Interim Statement of Receiver, finalize, have signed and fax to the OSB office.
8/27/2024	A.R.	0.25		Review and execute CBRE listing agreement extensions for Ft. Myers and Longleaf; various email correspondence with E. Rowe. Email correspondence with C. Collier re: update on Ocoee potential purchaser. Review email correspondence from T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance.

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

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

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

CLIENT #223115.001

INTERIM BILLING

INVOICE #42904

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Summerlin LP and Legacy Lifestyles Summerlin GP Inc. from July 1, 2024 to July 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	2.25 hours @	\$725.00 per hour	\$	1,631.25
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				\$	2,066.25
Miscellaneous disbursements (mail, etc.)				\$	0.19
Subtotal				\$	2,066.44
* H.S.T. on exigible fees (\$978.94 @ 13%)				\$	127.26
Total Balance Due				\$	2,193.70

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/2/2024	A.R.	0.25		Attend online US Bankruptcy Court hearing; email correspondence with Dentons re: link for same. Reviewed and engaged in various email exchange with C. Collier re: potential purchaser of Longleaf. Email correspondence with G. Marchant. Email correspondence with investor re: status of Destin distribution. Email correspondence with Dentons re: contact information for Trailwinds closing. Email correspondence with Arlene Foster of Barclay re: Trailwinds sale.
7/3/2024	A.R.	0.25		Call with G. Marchant re: update. Email correspondence with investor re: update on Destin distribution. Email correspondence with K. Kraft re: Dentons Cohen & Grigsby outstanding invoices.
7/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/5/2024	A.R.	0.25		Email exchange with S. Straus re: Ft. Myers sale issues. Email correspondence with investor re: Destin payout schedule.
7/8/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/10/2024	A.P.	0.25	*	June 2024 bank reconciliations.
7/10/2024	A.R.	0.50		Numerous email correspondence re: Trailwinds sale, closing and US Court approval and stamped order. Reviewed and engaged in various email correspondence re: Approval and issued Ft. Myers Order; email correspondence to J. Irving to contact Court.
7/18/2024	A.R.	0.25	*	(*Discussion with R. DaSilva re: Statement of Receipts and Disbursements and remaining funds. Email correspondence to Hillmount re: Ft. Myers advance). Call to S. Straus. Email correspondence re: Trailwinds US Order on Motion to sell. Review and execute Longleaf agreement; email correspondence with Hillmount re: same. Various email correspondence with E. Rowe re: scheduling of call.
7/18/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.
7/19/2024	A.R.	0.25	*	*Email correspondence with Hillmount re: Ft. Myers advance.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/25/2024	A.R.	0.50	*(0.25)	Email correspondence with Hillmount Capital re: update on interested parties of properties. Email correspondence with C. Rosner re: filing of returns and EIN Application. (<i>*Email correspondence with Hillmount Capital re: advance of Ft. Myers</i>) and Trailwinds payout.

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

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

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

CLIENT #223115.001

INTERIM BILLING

INVOICE #42892

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

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.00 hours @	\$725.00 per hour	\$	2,900.00
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	507.50
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Total fees				\$	3,480.00
Miscellaneous disbursements (mail, etc.)				\$	0.39
					<hr/>
Subtotal				\$	3,480.39
* H.S.T. on exigible fees (\$580.39 @ 13%)				\$	75.45
					<hr/>
Total Balance Due				\$	3,555.84
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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/4/2024	R.D.	0.50	*	Destin-Banking administration. Prepare Affidavit of Fees.
6/5/2024	A.R.	1.00		Review correspondence from S. Straus re: Buyer's Title Objections and Ft. Myers due diligence. Email correspondence to E. Rowe re: Ft. Myers Phase II query. Email correspondence with counsel re: Trailwinds creditor listing and debts owing. Review various email correspondence from S. Straus re: updates on Longleaf sale. Engaged in various email correspondence with Pinnacle and S. Straus re: Ft. Myers environmental issues. Email exchange with investor re: update on Trailwinds sale.
6/6/2024	A.R.	0.25		Review various email correspondence re: Ft. Myers title obligations. Review correspondence from counsel re: draft Approval and Vesting Order for Ft. Myers. Email correspondence to G. Marchant re: update on Trailwinds.
6/7/2024	A.R.	0.25		Email correspondence and conference call with CBRE re: update on Ocoee sale and change of Agent. Email correspondence with S. Straus re: update on Longleaf purchaser. Review CBRE update report on Longleaf. Email correspondence with CBRE re: monitoring wells on Ft. Myers.
6/10/2024	A.R.	0.50		Review motions for filing in the US Bankruptcy Case for approval of the Trailwinds and Summerlin properties. Email exchange with G. Marchant re: Destin Claims Process. Review Motion for Recognition of Canadian Sale Order and draft Orders. Review correspondence from M. Kercher re: Summerlin Road Water Use Permit.
6/11/2024	A.R.	0.25		Call with S. Straus re: update on Ft. Myers sale.
6/14/2024	A.R.	0.25		Email correspondence to R. DaSilva re: Registered Agent Service Renewal Fees. Email correspondence to US counsel re: attendance at sale hearing in the US Bankruptcy Cases. Email correspondence with C. Rosner re: Destin financial statement. Review potential purchaser Agreement re: Longleaf; email exchange and call with S. Straus re: same. Email correspondence with E. Rowe re: update on Ocoee sale. Various email exchange with J. Irving re: outstanding invoices. Email exchange with Dentons re: : Legacy - Report and Trailwinds Orders. Review G. Marchant proof of claim re: Destin; email correspondence with counsel re: same and distribution. Email correspondence with D. Lawson re: Ft. Myers Development Agreement with Lee County.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/17/2024	A.R.	0.50		Various calls with realtors and Hillmount Capital re: sale process. Email exchange with Hillmount Capital re: Motion Hearing and sale of Trailwinds and Ft. Myers. Engaged in email correspondence with tax team re: Destin sale, IRS tax liability and scheduling of meeting to discuss. Various email exchange with counsel re: finalizing of Fifth Report to Court and update on Longleaf purchase agreement. Engaged in various email correspondence with C. Collier, E. Rowe and S. Straus re: update on signing of Longleaf Agreement. Email correspondence and call with S. Strauss re: Pinnacle proposal for Phase 2 on Ft. Myers.
6/17/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
6/18/2024	A.R.	0.25		Call to S. Straus. Call with K. Kraft. Email correspondence re: scheduling of call with E. Rowe re: update on Longleaf. Review draft Factum for upcoming Motion. Various email correspondence with E. Rowe, C. Collier and M. Kercher re: scheduling of call to discuss Longleaf. Numerous email exchange with counsel re: Destin distribution. Review correspondence from S. Straus to G. Strock re: response to Summerlin title objections letter.
6/18/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2024	A.R.	0.50		Call with E. Rowe, C. Collier and M. Kercher re: update on Longleaf. Meeting with C. Rosner and S. Marwaha re: Destin filing. Engaged in various email correspondence with K. Kraft re: matters relating to Destin sale, filing of final tax return, tax obligations and distribution. Email correspondence with counsel re: comments to draft factum and amounts owing on Trailwinds and Ft. Myers. Review correspondence from Pinnacle re: Ft. Myers soil sampling.
6/20/2024	R.D.	0.25	*	Prepare draft Destin Distribution schedule; discussions with A. Rutman.
6/24/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/27/2024	A.P.	0.25	*	May 2024 bank reconciliations.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/28/2024	A.R.	0.25		Various email correspondence and call with CBRE re: Ocoee sale process. Review email correspondence from C. Collier re: update on potential purchaser of Longleaf. Review Court Orders. Email correspondence with investor re: court approval. Review correspondence from S. Straus re: update on Summerlin title objections letter.

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 #42918

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from August 1, 2024 to August 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	6.50 hours @	\$725.00 per hour	\$	4,712.50
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.	2.00 hours @	\$290.00 per hour	\$	580.00
Total fees				\$	5,482.50
Miscellaneous disbursements (mail, etc.)				\$	0.40
Subtotal				\$	5,482.90
* H.S.T. on exigible fees (\$5,002.90 @ 13%)				\$	650.38
Total Balance Due				\$	6,133.28

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/1/2024	A.R.	0.50		Email correspondence with K. Kraft re: Destin Distribution Motion and G. Marchant claim. Email correspondence with S. Straus and J. Cordova re: signing of Trailwinds closing documents and delivery of same. Email correspondence with investor re: Trailwinds distribution and closing. Email correspondence and call with T. Dunn re: Destin legal opinion.
8/2/2024	A.R.	0.50	*	(*Email correspondence with RBC re: investment of Trailwinds sale funds. Email correspondence with Trailwinds investor re: distribution process). Email exchange with D. Falcone re: Ft. Myers advance and scheduling of call to discuss renewal. Call and email correspondence with CBRE re: sale process update.
8/6/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Updated Projected Cash Flow. Banking administration.
8/7/2024	A.R.	0.50	*	(*Calls with investor re: Trailwinds distribution process.) Review escrow letter for Ft. Myers second deposit. (*Email correspondence with G. Marchant re: Trailwinds claim. Review correspondence from creditors re: updated address information.) Email correspondence and call with T. Dunn re: independent legal opinion re: Destin; email correspondence to K. Kraft re: same. Email correspondence with C. Rosner re: Trailwinds EIN application.
8/7/2024	C.R.	0.25		Reply to IRS notice and resend EIN application for Legacy Trailwinds.
8/8/2024	A.R.	1.00	*	Call with G. Marchant. Review projected cash flow; discussion with R. DaSilva re: same. Email correspondence to Hillmount Capital re: term sheet renewal suggestions. Review G. Marchant Trailwinds claim; email correspondence with K. Kraft and T. Dunn re: same.
8/8/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Banking administration.
8/9/2024	A.R.	0.50	*	Email correspondence to S. Straus re: Longleaf tax bill. Engaged in various email correspondence with Longleaf buyer counsel, S. Straus and realtor re: various documents requests. (*Email correspondence with Trailwinds investors re: claims.) Call with CBRE re: Ocoee update.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/13/2024	A.R.	0.25	*	(*Matters relating to distributions; responses to various creditors. Email correspondence with investors re: updated claims.) Email correspondence with C. Rosner re: submission of Ocoee Beneficial Ownership Information Report; email correspondence to G. Marchant re: same.
8/13/2024	R.D.	0.25	*	Banking administration. Update creditor listings.
8/14/2024	A.P.	0.25	*	July 2024 bank reconciliations.
8/15/2024	A.R.	0.50	*	Review amendments to Ft. Myers Agreement of Purchase and Sale. Call to S. Straus. (*Various email correspondence with T. Dunn and K. Kraft re: G. Marchant Trailwinds claim and legal opinion.)
8/22/2024	A.R.	0.50	*	(*Reviewed draft Trailwinds and Destin distribution schedule; discussions with R. DaSilva re: same. Email correspondence with G. Marchant re: investors requests for updates on Destin and Trailwinds distributions. Email exchange with K. Kraft re: update on legal opinions and draft distribution schedules.) Email correspondence with R. DaSilva re: payment of US legal fees. Engaged in various email correspondence re: finalization of Ft. Myers agreement; execute same.
8/22/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare draft distribution schedules for Destin and Trailwinds; discussions with A. Rutman re: same.
8/23/2024	A.R.	0.25	*	Email correspondence with investors re: update on Trailwinds and Destin distribution.
8/25/2024	A.R.	0.25	*	Email correspondence re: anticipated percentage of distribution to creditors.
8/28/2024	A.R.	0.50	*	(*Call with T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance.) Email correspondence with S. Thompson re: interested parties. Email correspondence re: scheduling of call with counsel. (*Review correspondence from T. Dunn re: proposed form of letter to the receiver and associated Notice of Revision and Partial Disallowance.)
8/29/2024	A.R.	1.00	*	Conference call with S. Ann-Wilson and K. Kraft. Various email correspondence with counsel and T. Dunn re: draft disallowance of G. Marchant Destin claim. Email exchange

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				with Adam Wygodny and T. Dunn re: G. Marchant Destin and Trailwinds claims and submission of additional documentation.
8/30/2024	A.R.	0.25	*	Email correspondence with potential purchaser of Ocoee. Email correspondence with CBRE re: Ocoee sale. (*Various email correspondence with counsel and T. Dunn re: revised form of Notice of Revision and Partial Disallowance of G. Marchant claims.)

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 #42905

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Trailwinds LP and Legacy Lifestyles Trailwinds GP Inc. from July 1, 2024 to July 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	11.75 hours @	\$725.00 per hour	\$	8,518.75
C. Rosner	C.R.	0.75 hours @	\$470.00 per hour	\$	352.50
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	4.00 hours @	\$290.00 per hour	\$	1,160.00
Total fees				\$	10,176.25
Miscellaneous disbursements (mail, etc.)				\$	0.19
Subtotal				\$	10,176.44
* H.S.T. on exigible fees (\$1,305.19 @ 13%)				\$	169.67
Total Balance Due				\$	10,346.11

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/2/2024	A.R.	0.75		Attend online US Bankruptcy Court hearing; email correspondence with Dentons re: link for same. Reviewed and engaged in various email exchange with C. Collier re: potential purchaser of Longleaf. Email correspondence with G. Marchant. Email correspondence with investor re: status of Destin distribution. Email correspondence with Dentons re: contact information for Trailwinds closing. Email correspondence with Arlene Foster of Barclay re: Trailwinds sale.
7/3/2024	A.R.	0.25		Call with G. Marchant re: update. Email correspondence with investor re: update on Destin distribution. Email correspondence with K. Kraft re: Dentons Cohen & Grigsby outstanding invoices.
7/4/2024	A.R.	0.50		Calls with investors re: update on claims process and distributions. Email correspondence with S. Straus re: contact from Arlene Foster of Barclay re: Property Owners Association and form of estoppel to be provided re: Trailwinds.
7/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/8/2024	A.R.	0.50		Call with S. Straus. Engaged in various email correspondence with counsel re: Trailwinds claims process; email correspondence with staff re: same. Various email correspondence with counsel re: serving investors with Claim Procedures Package. Email correspondence with I. Jaskiewicz re: Trailwinds sale. Email correspondence with counsel re: G. Marchant claim. Email correspondence to S. Straus re: Longleaf update. Forward forensic report to R. Moses. Email correspondence re: US approved court orders. Email correspondence with R. DaSilva re: claims procedure for Trailwinds. Email correspondence with C. Collier re: status of Longleaf potential purchaser and offer.
7/9/2024	A.R.	1.00		Email correspondence and discussions with R. DaSilva re: Trailwinds Claim Process Package; review same. Email correspondence with E. Rowe and C. Collier re: update from potential purchaser of Longleaf. Numerous email correspondence with S. Straus re: Longleaf update.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/9/2024	R.D.	2.00	*	Prepare Trailwinds Claim Process Documents and draft National Post advertisement. Email correspondence with A. Rutman. Banking administration.
7/10/2024	A.P.	0.25	*	June 2024 bank reconciliations.
7/10/2024	A.R.	0.50		Numerous email correspondence re: Trailwinds sale, closing and US Court approval and stamped order. Reviewed and engaged in various email correspondence re: Approval and issued Ft. Myers Order; email correspondence to J. Irving to contact Court.
7/11/2024	A.R.	0.50		Matters re: Trailwinds claims process. Email correspondence with US counsel re: delay in obtaining Trailwinds stamped order and delay in Trailwinds closing. Call with investor re: update on Destin payout. Email correspondence with R. DaSilva re: payment of US legal fees. Email exchange with E. Rowe re: marketing of Ocoee.
7/11/2024	R.D.	0.50	*	Banking administration. Email to National Post re: Trailwinds ad.
7/12/2024	A.R.	0.25		Call with CBRE re: Ocoee sale update and marketing. Review National Post newspaper ad re: Trailwinds. Review and execute Ocoee updated Listing Agreement.
7/15/2024	A.R.	0.75		Calls with creditors. Email correspondence with J. Irving and C. Baverman re: approved US Court Order on Trailwinds sale.
7/15/2024	R.D.	0.50	*	Matters relating to Trailwinds Claims Procedure.
7/17/2024	A.R.	0.50		Email correspondence with Hillmount Capital re: delay in Trailwinds closing. Review email correspondence from I. James re: status of US Orders.
7/18/2024	A.R.	0.50		Discussion with R. DaSilva re: Statement of Receipts and Disbursements and remaining funds. Email correspondence to Hillmount re: Ft. Myers advance. Call to S. Straus. Email correspondence re: Trailwinds US Order on Motion to sell. Review and execute Longleaf agreement; email correspondence with Hillmount re: same. Various email correspondence with E. Rowe re: scheduling of call.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/18/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.
7/22/2024	A.R.	0.25		Call with E. Rowe re: Ocoee update. Calls and email correspondence.
7/23/2024	A.R.	0.25		Call with CBRE re: Ocoee update. Numerous email correspondence re: Trailwinds closing date. Review various email correspondence re: Longleaf escrow letter.
7/24/2024	A.R.	1.75		Email correspondence with C. Baverman re: Trailwinds date of closing. Review various email correspondence re: updated Trailwinds payout statement. Email exchange with C. Rosner re: obtaining EIN # for Trailwinds. Email correspondence with M. Marchant re: FEIN #. Email correspondence to D. Falcone re: update on Trailwinds closing. Various email correspondence with S. Straus re: Trailwinds closing and obtaining FEIN number. Review correspondence re: updated estoppel. Review email from G. Marchant re: update to Trailwinds creditor listing.
7/25/2024	A.P.	0.25	*	Trailwinds: Updated listing and Ascend.
7/25/2024	A.R.	0.75		Email correspondence with Hillmount Capital re: update on interested parties of properties. Email correspondence with C. Rosner re: filing of returns and EIN Application. Email correspondence with Hillmount Capital re: advance of Ft. Myers and Trailwinds payout.
7/25/2024	C.R.	0.25		Call with Allan re: Trailwinds.
7/25/2024	C.R.	0.5		EIN application for Legacy Trailwinds
7/26/2024	A.R.	0.50		Email correspondence with investors re: Trailwinds claims process.
7/29/2024	A.R.	1.25		Various email correspondence with S. Straus re: Trailwinds closing and revised seller's statement. Email correspondence with C. Rosner re: FEIN# for Trailwinds. Review and execute various documents for Trailwinds closing; email correspondence with S. Straus re: same.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/30/2024	A.R.	0.50		Various email correspondence with J. Cordova and S. Straus re: Trailwinds closing and execution of settlement statement.
7/31/2024	A.R.	0.50		Email exchange with K. Kraft re: follow up with R. Moses on recommendation to Greg Marchant's claim, Trailwinds closing and distribution motion.

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 #42893

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

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.50 hours @	\$725.00 per hour	\$	2,537.50
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
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Total fees				\$	3,190.00
Miscellaneous disbursements (mail, etc.)				\$	0.39
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Subtotal				\$	3,190.39
* H.S.T. on exigible fees (\$652.89 @ 13%)				\$	84.88
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Total Balance Due				\$	3,275.27
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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/4/2024	R.D.	0.25	*	Destin-Banking administration. Prepare Affidavit of Fees.
6/5/2024	A.R.	1.00		Review correspondence from S. Straus re: Buyer's Title Objections and Ft. Myers due diligence. Email correspondence to E. Rowe re: Ft. Myers Phase II query. Email correspondence with counsel re: Trailwinds creditor listing and debts owing. Review various email correspondence from S. Straus re: updates on Longleaf sale. Engaged in various email correspondence with Pinnacle and S. Straus re: Ft. Myers environmental issues. Email exchange with investor re: update on Trailwinds sale.
6/10/2024	A.R.	0.25		Review motions for filing in the US Bankruptcy Case for approval of the Trailwinds and Summerlin properties. Email exchange with G. Marchant re: Destin Claims Process. Review Motion for Recognition of Canadian Sale Order and draft Orders. Review correspondence from M. Kercher re: Summerlin Road Water Use Permit.
6/14/2024	A.R.	0.75		Email correspondence to R. DaSilva re: Registered Agent Service Renewal Fees. Email correspondence to US counsel re: attendance at sale hearing in the US Bankruptcy Cases. Email correspondence with C. Rosner re: Destin financial statement. Review potential purchaser Agreement re: Longleaf; email exchange and call with S. Straus re: same. Email correspondence with E. Rowe re: update on Ocoee sale. Various email exchange with J. Irving re: outstanding invoices. Email exchange with Dentons re: : Legacy - Report and Trailwinds Orders. Review G. Marchant proof of claim re: Destin; email correspondence with counsel re: same and distribution. Email correspondence with D. Lawson re: Ft. Myers Development Agreement with Lee County.
6/17/2024	A.R.	0.50		Various calls with realtors and Hillmount Capital re: sale process. Email exchange with Hillmount Capital re: Motion Hearing and sale of Trailwinds and Ft. Myers. Engaged in email correspondence with tax team re: Destin sale, IRS tax liability and scheduling of meeting to discuss. Various email exchange with counsel re: finalizing of Fifth Report to Court and update on Longleaf purchase agreement. Engaged in various email correspondence with C. Collier, E. Rowe and S. Straus re: update on signing of Longleaf Agreement. Email correspondence and call with S. Strauss re: Pinnacle proposal for Phase 2 on Ft. Myers.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/17/2024	R.D.	0.75	*	Banking administration. Update Statement of Receipts and Disbursements.
6/18/2024	R.D.	0.5	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2024	A.R.	0.50		Call with E. Rowe, C. Collier and M. Kercher re: update on Longleaf. Meeting with C. Rosner and S. Marwaha re: Destin filing. Engaged in various email correspondence with K. Kraft re: matters relating to Destin sale, filing of final tax return, tax obligations and distribution. Email correspondence with counsel re: comments to draft factum and amounts owing on Trailwinds and Ft. Myers. Review correspondence from Pinnacle re: Ft. Myers soil sampling.
6/20/2024	R.D.	0.25	*	Prepare draft Destin Distribution schedule; discussions with A. Rutman.
6/24/2024	A.R.	0.25		Email correspondence and call with G. Marchant re: Destin claims process. Various email correspondence with R. Moses and K. Kraft re: scheduling of call re: independent review of proof of claim submitted. Review Dentons opinion re: Trailwinds.
6/24/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/25/2024	A.R.	0.25		Conference call with K. Kraft and Rachel Moses. Review correspondence from various counsel re: attendance at Zoom Motion. Forward Motion Materials to R. Moses. Email correspondence with Trailwinds investor re: update on closing. Email correspondence with E. Rowe re: update on Ocoee and Longleaf.
6/27/2024	A.P.	0.25	*	May 2024 bank reconciliations.

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 #42916

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from August 1, 2024 to August 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	3.00 hours @	\$725.00 per hour	\$	2,175.00
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
Total fees				\$	2,900.00
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	2,900.39
* H.S.T. on exigible fees (\$725.39 @ 13%)				\$	94.30
Total Balance Due				\$	2,994.69

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/6/2024	A.R.	0.25		(*Call with Hillmount Capital re: renewal and funds required for Longleaf and Ocoee. Review projected cash flow and updated Statement of Receipts and Disbursements). Email correspondence to Hillmount Capital re: update on Ft. Myers purchaser and Ft. Myers advance. Review correspondence from S. Straus re: correspondence from Ft. Myers purchaser.
8/6/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Updated Projected Cash Flow. Banking administration.
8/8/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Banking administration.
8/9/2024	A.R.	0.50		Email correspondence to S. Straus re: Longleaf tax bill. Engaged in various email correspondence with Longleaf buyer counsel, S. Straus and realtor re: various documents requests. Email correspondence with Trailwinds investors re: claims. Call with CBRE re: Ocoee update.
8/12/2024	A.R.	0.25		Review file documentation and G. Marchant transcript; various email correspondence with Wagner Sidlofsky LLP and counsel re: same.
8/12/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/13/2024	A.R.	0.25		Matters relating to distributions; responses to various creditors. Email correspondence with investors re: updated claims. Email correspondence with C. Rosner re: submission of Ocoee Beneficial Ownership Information Report; email correspondence to G. Marchant re: same.
8/14/2024	A.P.	0.25	*	July 2024 bank reconciliations.
8/14/2024	A.R.	0.25		Email correspondence re: scheduling of Ocoee update. Review email correspondence from Destin creditor re: update on claims process.
8/15/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/19/2024	A.R.	0.25		Conference call with CBRE re: Ocoee update; review update report. Email correspondence with CBRE re: proposed contract amendment for Ft. Myers. Review correspondence re: G. Marchant February 1, 2022 cross-examination transcript.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/22/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare draft distribution schedules for Destin and Trailwinds; discussions with A. Rutman re: same.
8/27/2024	A.P.	0.25	*	Fifth Interim Statement of Receiver, finalize, have signed and fax to the OSB office.
8/27/2024	A.R.	0.25		Review and execute CBRE listing agreement extensions for Ft. Myers and Longleaf; various email correspondence with E. Rowe. Email correspondence with C. Collier re: update on Ocoee potential purchaser. Review email correspondence from T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance.
8/28/2024	A.R.	0.25		Call with T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance. Email correspondence with S. Thompson re: interested parties. Email correspondence re: scheduling of call with counsel. Review correspondence from T. Dunn re: proposed form of letter to the receiver and associated Notice of Revision and Partial Disallowance.
8/30/2024	A.R.	0.75		Email correspondence with potential purchaser of Ocoee. Email correspondence with CBRE re: Ocoee sale. Various email correspondence with counsel and T. Dunn re: revised form of Notice of Revision and Partial Disallowance of G. Marchant claims.

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 #42903

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Ocoee LP and Legacy Lifestyles Ocoee GP Inc. from July 1, 2024 to July 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.	1.75 hours @	\$290.00 per hour	\$	507.50
Total fees				\$	1,848.75
Miscellaneous disbursements (mail, etc.)				\$	0.20
Subtotal				\$	1,848.95
* H.S.T. on exigible fees (\$290.19 @ 13%)				\$	37.72
Total Balance Due				\$	1,886.67

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/2/2024	A.R.	0.25		Attend online US Bankruptcy Court hearing; email correspondence with Dentons re: link for same. Reviewed and engaged in various email exchange with C. Collier re: potential purchaser of Longleaf. Email correspondence with G. Marchant. Email correspondence with investor re: status of Destin distribution. Email correspondence with Dentons re: contact information for Trailwinds closing. Email correspondence with Arlene Foster of Barclay re: Trailwinds sale.
7/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/10/2024	A.P.	0.25	*	June 2024 bank reconciliations.
7/11/2024	A.R.	0.25		Matters re: Trailwinds claims process. Email correspondence with US counsel re: delay in obtaining Trailwinds stamped order and delay in Trailwinds closing. Call with investor re: update on Destin payout. Email correspondence with R. DaSilva re: payment of US legal fees. Email exchange with E. Rowe re: marketing of Ocoee.
7/12/2024	A.R.	0.25		Call with CBRE re: Ocoee sale update and marketing. Review National Post newspaper ad re: Trailwinds. Review and execute Ocoee updated Listing Agreement.
7/16/2024	A.R.	0.25		Review Ocoee Offering Memorandum.
7/18/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
7/22/2024	A.R.	0.50		Call with E. Rowe re: Ocoee update. Calls and email correspondence.
7/23/2024	A.R.	0.25		Call with CBRE re: Ocoee update. Numerous email correspondence re: Trailwinds closing date. Review various email correspondence re: Longleaf escrow letter.

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

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

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

CLIENT #223115.001

INTERIM BILLING

INVOICE #42891

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

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.00 hours @	\$725.00 per hour	\$	2,900.00
S. Marwaha	S.M.	0.75 hours @	\$415.00 per hour	\$	311.25
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	1.75 hours @	\$290.00 per hour	\$	507.50
Total fees				\$	3,791.25
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	3,791.64
* H.S.T. on exigible fees (\$580.39 @ 13%)				\$	75.45
Total Balance Due				\$	3,867.09

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/3/2024	A.R.	0.50		Calls with S. Straus. Email correspondence with investors re: sale approvals. Email correspondence with E. Rowe re: Ocoee update.
6/4/2024	A.R.	0.50		Email exchange with E. Rowe re: update on potential purchasers of Ocoee. Review draft report to court; forward Affidavit of Fees and Statement of Receipts to counsel.
6/4/2024	R.D.	0.25	*	Destin-Banking administration. Prepare Affidavit of Fees.
6/7/2024	A.R.	0.25		Email correspondence and conference call with CBRE re: update on Ocoee sale and change of Agent. Email correspondence with S. Straus re: update on Longleaf purchaser. Review CBRE update report on Longleaf. Email correspondence with CBRE re: monitoring wells on Ft. Myers.
6/14/2024	A.R.	0.50		Email correspondence to R. DaSilva re: Registered Agent Service Renewal Fees. Email correspondence to US counsel re: attendance at sale hearing in the US Bankruptcy Cases. Email correspondence with C. Rosner re: Destin financial statement. Review potential purchaser Agreement re: Longleaf; email exchange and call with S. Straus re: same. Email correspondence with E. Rowe re: update on Ocoee sale. Various email exchange with J. Irving re: outstanding invoices. Email exchange with Dentons re: Legacy - Report and Trailwinds Orders. Review G. Marchant proof of claim re: Destin; email correspondence with counsel re: same and distribution. Email correspondence with D. Lawson re: Ft. Myers Development Agreement with Lee County.
6/17/2024	A.R.	0.25		Various calls with realtors and Hillmount Capital re: sale process. Email exchange with Hillmount Capital re: Motion Hearing and sale of Trailwinds and Ft. Myers. Engaged in email correspondence with tax team re: Destin sale, IRS tax liability and scheduling of meeting to discuss. Various email exchange with counsel re: finalizing of Fifth Report to Court and update on Longleaf purchase agreement. Engaged in various email correspondence with C. Collier, E. Rowe and S. Straus re: update on signing of Longleaf Agreement. Email correspondence and call with S. Strauss re: Pinnacle proposal for Phase 2 on Ft. Myers.
6/17/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/18/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/19/2024	S.M.	0.75	*	Attended Meeting with A. Rutman re: update on file and next steps:
6/20/2024	A.R.	0.25		Discussion with R. DaSilva re: Destin distribution; review draft schedule. Engaged in numerous email correspondence with counsel re: Destin distributions and holdbacks. Discussion with R. DaSilva re: distribution schedule; review same. Email correspondence with E. Rowe re: scheduling of call re: Ocoee update.
6/20/2024	R.D.	0.25	*	Prepare draft Destin Distribution schedule; discussions with A. Rutman.
6/21/2024	A.R.	0.25		Call with CBRE re: Ocoee update. Engaged in various email correspondence with Dentons Canada re: Destin Distribution and monies to be held back for outstanding payments of fees. Review and execute Supplemental Report. Email correspondence re: filing of mandatory beneficial ownership information.
6/24/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/25/2024	A.R.	0.25		Conference call with K. Kraft and Rachel Moses. Review correspondence from various counsel re: attendance at Zoom Motion. Forward Motion Materials to R. Moses. Email correspondence with Trailwinds investor re: update on closing. Email correspondence with E. Rowe re: update on Ocoee and Longleaf.
6/26/2024	A.R.	0.50		Call with CBRE re: update on Longleaf and Ocoee sale process. Attend Motion Hearing via zoom. Review Supplementary Motion Record. Numerous email exchange with C. Collier re: update on potential purchaser of Longleaf and revised terms to contract.
6/27/2024	A.P.	0.25	*	May 2024 bank reconciliations.
6/27/2024	A.R.	0.25		Review broker opinion of value and proposal for listing the ALF site in Ocoee from C. Collier and Eshenbaugh Land Company. Email correspondence with investor re: update on court

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
				approval. Review court orders. Review correspondence from E. Rowe re: listing extensions for Longleaf and Summerlin.
6/27/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/28/2024	A.R.	0.50		Various email correspondence and call with CBRE re: Ocoee sale process. Review email correspondence from C. Collier re: update on potential purchaser of Longleaf. Review Court Orders. Email correspondence with investor re: court approval. Review correspondence from S. Straus re: update on Summerlin title objections letter.

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

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

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

CLIENT #223115.001

INTERIM BILLING

INVOICE #42915

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from August 1, 2024 to August 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	1.50 hours @	\$725.00 per hour	\$	1,087.50
A. Palmer	A.P.	0.50 hours @	\$290.00 per hour	\$	145.00
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
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Total fees				\$	1,812.50
Miscellaneous disbursements (mail, etc.)				\$	0.39
					<hr/>
Subtotal				\$	1,812.89
* H.S.T. on exigible fees (\$906.64 @ 13%)				\$	117.86
					<hr/>
Total Balance Due				\$	1,930.75
					<hr/> <hr/>

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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
8/6/2024	A.R.	0.25	*	(*Call with Hillmount Capital re: renewal and funds required for Longleaf and Ocoee. Review projected cash flow and updated Statement of Receipts and Disbursements). Email correspondence to Hillmount Capital re: update on Ft. Myers purchaser and Ft. Myers advance. Review correspondence from S. Straus re: correspondence from Ft. Myers purchaser.
8/6/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Updated Projected Cash Flow. Banking administration.
8/8/2024	R.D.	0.50	*	Update Statement of Receipts and Disbursements. Banking administration.
8/9/2024	A.R.	0.50		Email correspondence to S. Straus re: Longleaf tax bill. Engaged in various email correspondence with Longleaf buyer counsel, S. Straus and realtor re: various documents requests. Email correspondence with Trailwinds investors re: claims. Call with CBRE re: Ocoee update.
8/12/2024	A.R.	0.25		Review file documentation and G. Marchant transcript; various email correspondence with Wagner Sidlofsky LLP and counsel re: same.
8/12/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
8/13/2024	R.D.	0.25	*	Banking administration. Update creditor listings.
8/14/2024	A.P.	0.25	*	July 2024 bank reconciliations.
8/22/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements. Prepare draft distribution schedules for Destin and Trailwinds; discussions with A. Rutman re: same.
8/27/2024	A.P.	0.25	*	Fifth Interim Statement of Receiver, finalize, have signed and fax to the OSB office.
8/27/2024	A.R.	0.25		Review and execute CBRE listing agreement extensions for Ft. Myers and Longleaf; various email correspondence with E. Rowe. Email correspondence with C. Collier re: update on Ocoee potential purchaser. Review email correspondence from T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance.
8/28/2024	A.R.	0.25		Call with T. Dunn re: G. Marchant draft Notice of Revision and Partial Disallowance. Email correspondence with S. Thompson re: interested parties. Email correspondence re: scheduling of

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
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call with counsel. Review correspondence from T. Dunn re:
proposed form of letter to the receiver and associated Notice of
Revision and Partial Disallowance.

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 #42902

To: Professional services rendered in respect of the Court Appointed Receivership of Legacy Lifestyles Longleaf LP and Legacy Lifestyles Longleaf GP Inc. from July 1, 2024 to July 31, 2024.

Time Charges and Expenses:

A. Rutman, Partner	A.R.	2.25 hours @	\$725.00 per hour	\$	1,631.25
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
					<hr/>
Total fees				\$	1,993.75
Miscellaneous disbursements (mail, etc.)				\$	0.20
					<hr/>
Subtotal				\$	1,993.95
* H.S.T. on exigible fees (\$362.69 @ 13%)				\$	47.15
					<hr/>
Total Balance Due				\$	2,041.10
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<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
7/2/2024	A.R.	0.50		Attend online US Bankruptcy Court hearing; email correspondence with Dentons re: link for same. Reviewed and engaged in various email exchange with C. Collier re: potential purchaser of Longleaf. Email correspondence with G. Marchant. Email correspondence with investor re: status of Destin distribution. Email correspondence with Dentons re: contact information for Trailwinds closing. Email correspondence with Arlene Foster of Barclay re: Trailwinds sale.
7/4/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
7/8/2024	A.R.	0.50		Call with S. Straus. Engaged in various email correspondence with counsel re: Trailwinds claims process; email correspondence with staff re: same. Various email correspondence with counsel re: serving investors with Claim Procedures Package. Email correspondence with I. Jaskiewicz re: Trailwinds sale. Email correspondence with counsel re: G. Marchant claim. Email correspondence to S. Straus re: Longleaf update. Forward forensic report to R. Moses. Email correspondence re: US approved court orders. Email correspondence with R. DaSilva re: claims procedure for Trailwinds. Email correspondence with C. Collier re: status of Longleaf potential purchaser and offer.
7/9/2024	A.R.	0.75		Email correspondence and discussions with R. DaSilva re: Trailwinds Claim Process Package; review same. Email correspondence with E. Rowe and C. Collier re: update from potential purchaser of Longleaf. Numerous email correspondence with S. Straus re: Longleaf update.
7/10/2024	A.P.	0.25	*	June 2024 bank reconciliations.
7/18/2024	A.R.	0.50		Discussion with R. DaSilva re: Statement of Receipts and Disbursements and remaining funds. Email correspondence to Hillmount re: Ft. Myers advance. Call to S. Straus. Email correspondence re: Trailwinds US Order on Motion to sell. Review and execute Longleaf agreement; email correspondence with Hillmount re: same. Various email correspondence with E. Rowe re: scheduling of call.
7/18/2024	R.D.	0.75	*	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 #42890

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

Time Charges and Expenses:

A. Rutman, Partner	A.R.	4.75 hours @	\$725.00 per hour	\$	3,443.75
A. Palmer	A.P.	0.25 hours @	\$290.00 per hour	\$	72.50
R. DaSilva	R.D.	2.00 hours @	\$290.00 per hour	\$	580.00
Total fees				\$	4,096.25
Miscellaneous disbursements (mail, etc.)				\$	0.39
Subtotal				\$	4,096.64
* H.S.T. on exigible fees (\$652.89 @ 13%)				\$	84.88
Total Balance Due				\$	4,181.52

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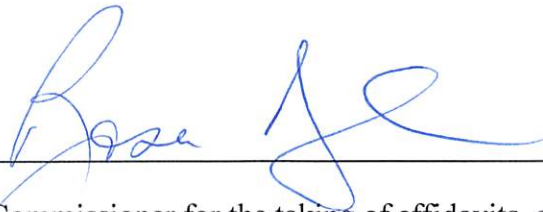
<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/3/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/4/2024	R.D.	0.50	*	Destin-Banking administration. Prepare Affidavit of Fees.
6/5/2024	A.R.	0.50		Review correspondence from S. Straus re: Buyer's Title Objections and Ft. Myers due diligence. Email correspondence to E. Rowe re: Ft. Myers Phase II query. Email correspondence with counsel re: Trailwinds creditor listing and debts owing. Review various email correspondence from S. Straus re: updates on Longleaf sale. Engaged in various email correspondence with Pinnacle and S. Straus re: Ft. Myers environmental issues. Email exchange with investor re: update on Trailwinds sale.
6/7/2024	A.R.	0.25		Email correspondence and conference call with CBRE re: update on Ocoee sale and change of Agent. Email correspondence with S. Straus re: update on Longleaf purchaser. Review CBRE update report on Longleaf. Email correspondence with CBRE re: monitoring wells on Ft. Myers.
6/14/2024	A.R.	0.75		Email correspondence to R. DaSilva re: Registered Agent Service Renewal Fees. Email correspondence to US counsel re: attendance at sale hearing in the US Bankruptcy Cases. Email correspondence with C. Rosner re: Destin financial statement. Review potential purchaser Agreement re: Longleaf; email exchange and call with S. Straus re: same. Email correspondence with E. Rowe re: update on Ocoee sale. Various email exchange with J. Irving re: outstanding invoices. Email exchange with Dentons re: : Legacy - Report and Trailwinds Orders. Review G. Marchant proof of claim re: Destin; email correspondence with counsel re: same and distribution. Email correspondence with D. Lawson re: Ft. Myers Development Agreement with Lee County.
6/17/2024	A.R.	0.50		Various calls with realtors and Hillmount Capital re: sale process. Email exchange with Hillmount Capital re: Motion Hearing and sale of Trailwinds and Ft. Myers. Engaged in email correspondence with tax team re: Destin sale, IRS tax liability and scheduling of meeting to discuss. Various email exchange with counsel re: finalizing of Fifth Report to Court and update on Longleaf purchase agreement. Engaged in various email correspondence with C. Collier, E. Rowe and S. Straus re: update on signing of Longleaf Agreement. Email correspondence and call with S. Strauss re: Pinnacle proposal for Phase 2 on Ft. Myers.

<u>Date</u>	<u>Staff</u>	<u>Time</u>	<u>HST Exigible</u>	<u>Detail</u>
6/17/2024	R.D.	0.50	*	Banking administration. Update Statement of Receipts and Disbursements.
6/18/2024	A.R.	1.00		Call to S. Straus. Call with K. Kraft. Email correspondence re: scheduling of call with E. Rowe re: update on Longleaf. Review draft Factum for upcoming Motion. Various email correspondence with E. Rowe, C. Collier and M. Kercher re: scheduling of call to discuss Longleaf. Numerous email exchange with counsel re: Destin distribution. Review correspondence from S. Straus to G. Strock re: response to Summerlin title objections letter.
6/18/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/24/2024	R.D.	0.25	*	Banking administration. Update Statement of Receipts and Disbursements.
6/25/2024	A.R.	0.25		Conference call with K. Kraft and Rachel Moses. Review correspondence from various counsel re: attendance at Zoom Motion. Forward Motion Materials to R. Moses. Email correspondence with Trailwinds investor re: update on closing. Email correspondence with E. Rowe re: update on Ocoee and Longleaf.
6/26/2024	A.R.	0.75		Call with CBRE re: update on Longleaf and Ocoee sale process. Attend Motion Hearing via zoom. Review Supplementary Motion Record. Numerous email exchange with C. Collier re: update on potential purchaser of Longleaf and revised terms to contract.
6/27/2024	A.P.	0.25	*	May 2024 bank reconciliations.
6/27/2024	A.R.	0.25		Review broker opinion of value and proposal for listing the ALF site in Ocoee from C. Collier and Eshenbaugh Land Company. Email correspondence with investor re: update on court approval. Review court orders. Review correspondence from E. Rowe re: listing extensions for Longleaf and Summerlin.
6/27/2024	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>
6/28/2024	A.R.	0.50		Various email correspondence and call with CBRE re: Ocoee sale process. Review email correspondence from C. Collier re: update on potential purchaser of Longleaf. Review Court Orders. Email correspondence with investor re: court approval. Review correspondence from S. Straus re: update on Summerlin title objections letter.

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

This is Exhibit "B" to the Affidavit of
Allan A. Rutman affirmed on September 10, 2024

A handwritten signature in blue ink, appearing to read 'Rosa', is written over a horizontal line.

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
JUNE 1, 2024 TO AUGUST 31, 2024

Exhibit B

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

Period

June 1 - 30, 2024
July 1 - 31, 2024
August 1 - 31, 2024

	<u>Fees</u>	<u>Disbursements</u>	<u>HST</u>	<u>Total</u>
	\$ 9,251.25	\$ 0.40	\$ 117.86	\$ 9,369.51
	\$ 2,501.25	\$ 0.20	\$ 66.00	\$ 2,567.45
	\$ 3,443.75	\$ 0.39	\$ 353.49	\$ 3,797.63
	<u>\$ 15,196.25</u>	<u>\$ 0.99</u>	<u>\$ 537.35</u>	<u>\$ 15,734.59</u>

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

June 1 - 30, 2024
July 1 - 31, 2024
August 1 - 31, 2024

	\$ 3,480.00	\$ 0.39	\$ 75.45	\$ 3,555.84
	\$ 2,066.25	\$ 0.19	\$ 127.26	\$ 2,193.70
	\$ 4,350.00	\$ 0.39	\$ 212.11	\$ 4,562.50
	<u>\$ 9,896.25</u>	<u>\$ 0.97</u>	<u>\$ 414.82</u>	<u>\$ 10,312.04</u>

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

June 1 - 30, 2024
July 1 - 31, 2024
August 1 - 31, 2024

	\$ 3,190.00	\$ 0.39	\$ 84.88	\$ 3,275.27
	\$ 10,176.25	\$ 0.19	\$ 169.67	\$ 10,346.11
	\$ 5,482.50	\$ 0.40	\$ 650.38	\$ 6,133.28
	<u>\$ 18,848.75</u>	<u>\$ 0.98</u>	<u>\$ 904.93</u>	<u>\$ 19,754.66</u>

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

June 1 - 30, 2024
July 1 - 31, 2024
August 1 - 31, 2024

	\$ 3,791.25	\$ 0.39	\$ 75.45	\$ 3,867.09
	\$ 1,558.75	\$ 0.20	\$ 37.72	\$ 1,596.67
	\$ 2,900.00	\$ 0.39	\$ 94.30	\$ 2,994.69
	<u>\$ 8,250.00</u>	<u>\$ 0.98</u>	<u>\$ 207.47</u>	<u>\$ 8,458.45</u>

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

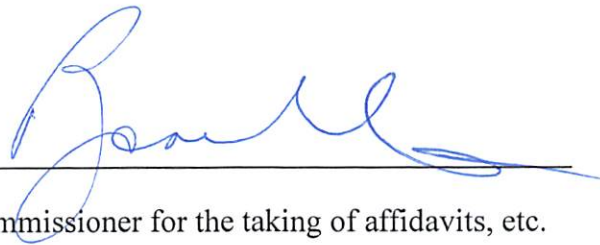
June 1 - 30, 2024
July 1 - 31, 2024
August 1 - 31, 2024

	\$ 4,096.25	\$ 0.39	\$ 84.88	\$ 4,181.52
	\$ 1,993.75	\$ 0.20	\$ 47.15	\$ 2,041.10
	\$ 1,812.50	\$ 0.39	\$ 117.86	\$ 1,930.75
	<u>\$ 7,902.50</u>	<u>\$ 0.98</u>	<u>\$ 249.89</u>	<u>\$ 8,153.37</u>

TOTAL

	<u>\$ 60,093.75</u>	<u>\$ 4.90</u>	<u>\$ 2,314.46</u>	<u>\$ 62,413.11</u>
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This is Exhibit "C" to the Affidavit of
Allan A. Rutman affirmed on September 10, 2024



A Commissioner for the taking of affidavits, etc.

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

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

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	13.75	\$ 725.00	\$ 9,968.75
C. Rosner	4.50	\$ 470.00	\$ 2,115.00
A. Palmer	0.75	\$ 290.00	\$ 217.50
R. DaSilva	6.00	\$ 290.00	\$ 1,740.00
A. Li	7.00	\$ 165.00	\$ 1,155.00
	<u>32.00</u>		<u>\$ 15,196.25</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	11.25	\$ 725.00	\$ 8,156.25
A. Palmer	1.00	\$ 290.00	\$ 290.00
R. DaSilva	5.00	\$ 290.00	\$ 1,450.00
	<u>17.25</u>		<u>\$ 9,896.25</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	21.75	\$ 725.00	\$ 15,768.75
C. Rosner	1.00	\$ 470.00	\$ 470.00
A. Palmer	1.00	\$ 290.00	\$ 290.00
R. DaSilva	8.00	\$ 290.00	\$ 2,320.00
	<u>31.75</u>		<u>\$ 18,848.75</u>

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

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Rutman	8.75	\$ 725.00	\$ 6,343.75
S. Marwaha	0.75	\$ 415.00	\$ 311.25
A. Palmer	1.00	\$ 290.00	\$ 290.00
R. DaSilva	4.50	\$ 290.00	\$ 1,305.00
	<u>15.00</u>		<u>\$ 8,250.00</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	8.50	\$ 725.00	\$ 6,162.50
A. Palmer	1.00	\$ 290.00	\$ 290.00
R. DaSilva	5.00	\$ 290.00	\$ 1,450.00
	<u>14.50</u>		<u>\$ 7,902.50</u>

TOTAL 110.50 \$ 60,093.75

AVERAGE HOURLY RATE \$ 543.83

Appendix “Q”
to the Sixth 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

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

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

Applicants

- and -

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

Respondents

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

**AFFIDAVIT OF KENNETH KRAFT
(affirmed September 11, 2024)**

I, **KENNETH KRAFT**, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY AS FOLLOWS:**

1. I am a Partner with Dentons Canada LLP (“**Dentons**”), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Amended Order dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc. was appointed as receiver (the “**Receiver**”) of the assets, properties and undertakings of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles

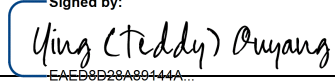
Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

3. The Receiver retained Dentons as Canadian counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 24 that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.
5. The Receivership Order provides at paragraph 25 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. Dentons separately accounted for its fees and disbursements in respect of each Real Property (as defined in the Receivership Order and described in Schedule “A” thereto). The Dentons fees and disbursements for the period from June 1, 2024, to August 31, 2024 (the “**Fee Period**”), are set out in the invoices rendered to the Receiver (collectively, the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. A copy of the Invoices relating to the five Real Properties are attached hereto as follows:

- (a) Longleaf – **Exhibit “A”**;

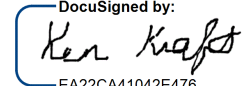
- (b) Summerlin – **Exhibit “B”**;
 - (c) Destin – **Exhibit “C”**;
 - (d) Ocoee – **Exhibit “D”**; and
 - (e) Trailwinds/Wildwood – **Exhibit “E”**.
7. Attached and marked as **Exhibit “F”** hereto is a schedule summarizing the Invoices, the total billable hours charged per invoice, the total fees charged per invoice along with the average hourly rate charged per invoice.
 8. Attached and marked as **Exhibit “G”** hereto is a schedule summarizing the respective years of call and standard billing rates of each of the lawyers at Dentons who acted for the Receiver.
 9. To the best of my knowledge, the rates charged by Dentons throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.
 10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver’s counsel and for no other or improper purpose.

AFFIRMED by videoconference by Kenneth Kraft of the City of Toronto, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on September 11, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

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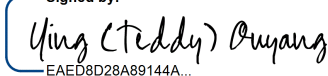
A Commissioner for Taking Affidavits, etc.

Ying Ouyang (LSO # P11287)


EA22CA41042E476...

KENNETH KRAFT

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3860742

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 4, 2024	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Longleaf Property LLC

Professional Fees	\$	3,695.50
Other Fees/Charges		110.87
		<hr/>
HST (13.0%) on \$3,806.37		494.83
		<hr/>
Total Amount Due	\$	<u>4,301.20</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
05-Jun-24	Amanda Campbell	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of Ken Kraft to be appended to the Fifth Report.
05-Jun-24	Sara-Ann Wilson	Revise and update Fifth report . Instructions regarding fee affidavit. Review receiver's fee affidavit. Review R&D. Review and respond to emails from Allan Rutman.
12-Jun-24	Amanda Campbell	Continue working on Fee Affidavit of Ken Kraft.
13-Jun-24	Sara-Ann Wilson	Draft notice of motion. Review and revise draft Fifth Report.
14-Jun-24	Sara-Ann Wilson	Review fee affidavit and emails regarding same . Review appendices and emails regarding same . Revise and finalize fifth report and notice of motion. Emails regarding report.
14-Jun-24	Kenneth Kraft	Review and finalize motion material. Marchant claim.
17-Jun-24	Sara-Ann Wilson	Emails regarding Fifth Report. Revise and finalize Fifth Report. Review and finalize motion record. Instructions regarding service. Review email from Andrea Habbas and instructions regarding service list.
17-Jun-24	Kenneth Kraft	Review finalized motion record and service. Update on execution of purchase agreement.
18-Jun-24	Kenneth Kraft	Exchanges on distribution issues and discussion with Allan Rutman to outline report and consider framework and reserves.
21-Jun-24	Sara-Ann Wilson	Draft supplemental fifth report and email for comments. Review comments and revise supplemental report. Finalize supplemental report and email.
21-Jun-24	Kenneth Kraft	Consider distribution issues and allocation of certain expenses based on initial order. Calls with Allan Rutman and Sara-Ann Wilson.
24-Jun-24	Sara-Ann Wilson	Review supplemental motion record and instructions regarding service.
25-Jun-24	Sara-Ann Wilson	Finalize draft orders and instructions regarding same. Prepare for next day's motion. Email to service list and review responses regarding attendance. Emails from Andrea Habas and instructions regarding service list.
25-Jun-24	Kenneth Kraft	Review motion materials to prepare for tomorrow's hearing.
26-Jun-24	Sara-Ann Wilson	Instructions regarding participant information form. Prepare for and attend court hearing. Review emails regarding draft orders.

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 Zeifman Partners Inc.

INVOICE 3860742

Page 3 of 3

Re: Receivership of Legacy Lifestyle Longleaf Property LLC

Matter # 584164-000005

Date	Timekeeper	Description of Work
26-Jun-24	Kenneth Kraft	Prepare for and attend at motion for order approving activities and fees to date.
27-Jun-24	Sara-Ann Wilson	Receipt and review of orders and endorsement and instructions regarding same. Review emails from Ken Kraft regarding orders.
28-Jun-24	Sara-Ann Wilson	Instructions regarding service of orders and review draft letter and email. Email to Jim Irving.

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.2	180.00	36.00
Kenneth Kraft	0.8	1,145.00	916.00
Sara-Ann Wilson	3.1	885.00	2,743.50
Total	4.1		\$3,695.50

TOTAL PROFESSIONAL FEES **\$ 3,695.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 110.87

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 110.87**

TOTAL OTHER FEES/CHARGES 110.87

TOTAL FEES AND OTHER FEES/CHARGES **\$ 3,806.37**

TAXES

HST (13.0%) on Professional Fees of \$3,695.50 \$ 480.42

HST (13.0%) on Taxable Disbursements of \$110.87 14.41

TOTAL TAXES 494.83

TOTAL AMOUNT DUE **\$ 4,301.20 CAD**

328



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

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

Attention: Allan Rutman
 Partner

INVOICE # 3868225

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 6, 2024	584164-000005	Kenneth Kraft

**Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Longleaf Property LLC**

Professional Fees	\$	114.50
Other Fees/Charges & Disbursements		342.44
		<hr/>
HST (13.0%) on \$117.94		15.34
		<hr/>
Total Amount Due	\$	<u>472.28</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p align="center">For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

329
RENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Longleaf Property LLC

INVOICE 3868225
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
03-Jul-24	Kenneth Kraft	Exchanges with Allan Rutman.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,145.00	114.50
Total	0.1		\$114.50

TOTAL PROFESSIONAL FEES **\$ 114.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 3.44

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 3.44**

NON-TAXABLE DISBURSEMENTS

Court Fees* \$ 339.00

TOTAL NON-TAXABLE DISBURSEMENTS **\$ 339.00**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS **342.44**

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS **\$ 456.94**

TAXES

HST (13.0%) on Professional Fees of \$114.50 \$ 14.89

HST (13.0%) on Taxable Disbursements of \$3.44 0.45

TOTAL TAXES **15.34**

TOTAL AMOUNT DUE **\$ 472.28 CAD**

330



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 Toronto, ON, Canada M5K 0A1

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

Attention: Allan Rutman
 Partner

INVOICE # 3877054

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 9, 2024	584164-000005	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Longleaf Property LLC

Professional Fees	\$	229.00
Other Fees/Charges		6.87
		<hr/>
HST (13.0%) on \$235.87		30.66
		<hr/>
Total Amount Due	\$	<u>266.53</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

BEYTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Longleaf Property LLC

INVOICE 3877054
 Page 2 of 2
 Matter # 584164-000005

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
28-Aug-24	Kenneth Kraft	Update email.
29-Aug-24	Kenneth Kraft	Call with Allan Rutman and Sara-Ann Wilson to discuss matters to be addressed at next court attendance.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,145.00	229.00
Total	0.2		\$229.00

TOTAL PROFESSIONAL FEES \$ **229.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 6.87

TOTAL TAXABLE OTHER FEES/CHARGES \$ **6.87**

TOTAL OTHER FEES/CHARGES 6.87

TOTAL FEES AND OTHER FEES/CHARGES \$ **235.87**

TAXES

HST (13.0%) on Professional Fees of \$229.00 \$ 29.77

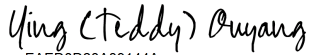
HST (13.0%) on Taxable Disbursements of \$6.87 0.89

TOTAL TAXES 30.66

TOTAL AMOUNT DUE \$ 266.53 CAD

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

333



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

T 416 863 4511
F 416 863 4592

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

Attention: Allan Rutman
Partner

INVOICE # 3860743

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 4, 2024	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Professional Fees	\$ 10,176.00
Other Fees/Charges	305.28
	<hr/>
HST (13.0%) on \$10,481.28	1,362.57
	<hr/>
Total Amount Due	<u>\$ 11,843.85</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

334
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Matter # 584164-000006

Payment Options:

Cheques:

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<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

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RENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860743

Page 3 of 5

Re: Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC

Matter # 584164-000006

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
04-Jun-24	Sara-Ann Wilson	Review comments on Fifth Report. Revise Fifth Report. Emails regarding Fifth Report. Receipt of R&D and fee affidavit.
05-Jun-24	Amanda Campbell	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of Ken Kraft to be appended to the Fifth Report.
05-Jun-24	Sara-Ann Wilson	Revise and update Fifth report . Instructions regarding fee affidavit. Review receiver's fee affidavit. Review R&D. Review and respond to emails from Allan Rutman.
05-Jun-24	Kenneth Kraft	Working on draft report.
06-Jun-24	Kenneth Kraft	Exchanges related to draft order.
10-Jun-24	Sara-Ann Wilson	Review US draft orders and draft US motions. Review emails.
11-Jun-24	Kenneth Kraft	Follow up with Skip Strauss on draft US approval/vesting order. Jim Irving update on filing US materials for July 3 motion.
12-Jun-24	Amanda Campbell	Continue working on Fee Affidavit of Ken Kraft.
12-Jun-24	Sara-Ann Wilson	Review and respond to email from Jim Irving . Review email from receiver.
13-Jun-24	Sara-Ann Wilson	Draft notice of motion. Review and revise draft Fifth Report.
13-Jun-24	Kenneth Kraft	Email exchanges related to change in hearing date for approval motion in US proceeding.
14-Jun-24	Sara-Ann Wilson	Review fee affidavit and emails regarding same . Review appendices and emails regarding same . Revise and finalize fifth report and notice of motion. Emails regarding report.
14-Jun-24	Kenneth Kraft	Review and finalize motion material. Marchant claim.
17-Jun-24	Sara-Ann Wilson	Emails regarding Fifth Report. Revise and finalize Fifth Report. Review and finalize motion record. Instructions regarding service. Review email from Andrea Habbas and instructions regarding service list.
17-Jun-24	Kenneth Kraft	Review finalized motion record and service.
18-Jun-24	Sara-Ann Wilson	Draft factum for approval and vesting order.
18-Jun-24	Kenneth Kraft	Exchanges on distribution issues and discussion with Allan Rutman to outline report and consider framework and reserves.

336
RENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860743

Page 4 of 5

Re: Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC

Matter # 584164-000006

Date	Timekeeper	Description of Work
19-Jun-24	Sara-Ann Wilson	Review comments on factum and revise. Finalize factum and instructions regarding service. Review and finalize confidential appendices and instructions regarding same.
19-Jun-24	Kenneth Kraft	Working on factum for sale approval motion. Review final version of factum.
19-Jun-24	Kenneth Kraft	Working on factum for sale approval and claims bar order motion. Follow up with Douglas Waldorf on US opinion. Review final version of factum.
21-Jun-24	Kenneth Kraft	Consider distribution issues and allocation of certain expenses based on initial order. Calls with Allan Rutman and Sara-Ann Wilson.
25-Jun-24	Sara-Ann Wilson	Finalize draft orders and instructions regarding same. Prepare for next day's motion. Email to service list and review responses regarding attendance. Emails from Andrea Habas and instructions regarding service list.
25-Jun-24	Kenneth Kraft	Review motion materials to prepare for tomorrow's hearing.
26-Jun-24	Sara-Ann Wilson	Instructions regarding participant information form. Prepare for and attend court hearing for approval of sale transaction and other relief. Review emails regarding draft orders.
26-Jun-24	Kenneth Kraft	Prepare for and attend at motion for AVO and ancillary order.
27-Jun-24	Sara-Ann Wilson	Receipt and review of orders and endorsement and instructions regarding same. Review emails from Ken Kraft regarding orders.
27-Jun-24	Kenneth Kraft	Review endorsement from Justice Steele and follow up to arrange for having orders issued and to arrange for filing of confidential appendices. Follow up with Jim Irving on order for US recognition hearing next week.
28-Jun-24	Sara-Ann Wilson	Instructions regarding service of orders and review draft letter and email. Email to Jim Irving.

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.2	180.00	36.00
Kenneth Kraft	3.6	1,145.00	4,122.00
Sara-Ann Wilson	6.8	885.00	6,018.00
Total	10.6		\$10,176.00

TOTAL PROFESSIONAL FEES

\$ 10,176.00

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DEWITTS
DEWITTS CANADA LLP
Zeifman Partners Inc.

INVOICE 3860743

Page 5 of 5

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Matter # 584164-000006

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 305.28

TOTAL TAXABLE OTHER FEES/CHARGES \$ 305.28

TOTAL OTHER FEES/CHARGES 305.28

TOTAL FEES AND OTHER FEES/CHARGES \$ 10,481.28

TAXES

HST (13.0%) on Professional Fees of \$10,176.00 \$ 1,322.88

HST (13.0%) on Taxable Disbursements of \$305.28 39.69

TOTAL TAXES 1,362.57

TOTAL AMOUNT DUE \$ 11,843.85 CAD

338



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3868226

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 6, 2024	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Professional Fees	\$ 1,754.00
Other Fees/Charges & Disbursements	197.87
	<hr/>
HST (13.0%) on \$1,951.87	253.74
	<hr/>
Total Amount Due	<u>\$ 2,205.61</u> CAD

DENTONS CANADA LLP

Per: _____

Kenneth Kraft

339
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Matter # 584164-000006

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
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Toronto, ON Canada M5K 0A1

Credit Card:

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<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

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e-Transfer funds to AR.Canada@dentons.com
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Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

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Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

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Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

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BEYTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3868226

Page 3 of 3

Re: Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC

Matter # 584164-000006

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
02-Jul-24	Kenneth Kraft	Exchanges related to today's US approval hearing. Prepare for and attend today's US hearing to approve sale transaction.
03-Jul-24	Kenneth Kraft	Exchanges with Allan Rutman.
10-Jul-24	Sara-Ann Wilson	Review emails regarding US order.
10-Jul-24	Kenneth Kraft	Follow up on order.
11-Jul-24	Kenneth Kraft	Follow up with Jim Irving on order.
15-Jul-24	Kenneth Kraft	Follow up on order.
18-Jul-24	Sara-Ann Wilson	Review emails regarding US orders. Receipt of orders.
18-Jul-24	Kenneth Kraft	Follow up on order.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.3	1,145.00	1,488.50
Sara-Ann Wilson	0.3	885.00	265.50
Total	1.6		\$1,754.00

TOTAL PROFESSIONAL FEES \$ 1,754.00

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 52.62

TOTAL TAXABLE OTHER FEES/CHARGES \$ 52.62

TAXABLE DISBURSEMENTS

Process Server Fees \$ 145.25

TOTAL TAXABLE DISBURSEMENTS \$ 145.25

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS 197.87

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS \$ 1,951.87

TAXES

HST (13.0%) on Professional Fees of \$1,754.00 \$ 228.02

HST (13.0%) on Taxable Disbursements of \$197.87 25.72

TOTAL TAXES 253.74

TOTAL AMOUNT DUE \$ 2,205.61 CAD

341



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3877056

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 9, 2024	584164-000006	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Summerlin Limited Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy Lifestyle Summerlin Property LLC

Professional Fees	\$	343.50
Other Fees/Charges		10.31
		<hr/>
HST (13.0%) on \$353.81		46.00
		<hr/>
Total Amount Due	\$	<u>399.81</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Summerlin Limited
Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
Lifestyle Summerlin Property LLC

Matter # 584164-000006

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
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Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

349
RENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3877056
 Page 3 of 3

Re: Receivership of Legacy Lifestyle Summerlin Limited
 Partnership, Legacy Lifestyle Summerlin GP Inc., and Legacy
 Lifestyle Summerlin Property LLC

Matter # 584164-000006

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
15-Aug-24	Kenneth Kraft	Update email exchanges with Allan Rutman.
28-Aug-24	Kenneth Kraft	Update on proposed transaction and status of financing for approved purchaser.
29-Aug-24	Kenneth Kraft	Call with Allan Rutman and Sara-Ann Wilson to discuss matters to be addressed at next court attendance.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.3	1,145.00	343.50
Total	0.3		\$343.50

TOTAL PROFESSIONAL FEES **\$ 343.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 10.31

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 10.31**

TOTAL OTHER FEES/CHARGES **10.31**

TOTAL FEES AND OTHER FEES/CHARGES **\$ 353.81**

TAXES

HST (13.0%) on Professional Fees of \$343.50 \$ 44.66

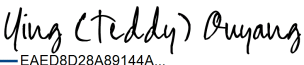
HST (13.0%) on Taxable Disbursements of \$10.31 1.34

TOTAL TAXES **46.00**

TOTAL AMOUNT DUE **\$ 399.81 CAD**

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

345



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3860744

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 4, 2024	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Professional Fees	\$ 7,391.00
Other Fees/Charges	221.73
	<hr/>
HST (13.0%) on \$7,612.73	989.65
	<hr/>
Total Amount Due	<u>\$ 8,602.38</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

346
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Matter # 584164-000007

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

347
 BENYONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860744

Page 3 of 5

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC

Matter # 584164-000007

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
05-Jun-24	Amanda Campbell	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of Ken Kraft to be appended to the Fifth Report.
05-Jun-24	Sara-Ann Wilson	Revise and update Fifth report . Instructions regarding fee affidavit. Review receiver's fee affidavit. Review R&D. Review and respond to emails from Allan Rutman.
12-Jun-24	Amanda Campbell	Continue working on Fee Affidavit of Ken Kraft.
13-Jun-24	Sara-Ann Wilson	Draft notice of motion. Review and revise draft Fifth Report.
14-Jun-24	Sara-Ann Wilson	Review fee affidavit and emails regarding same . Review appendices and emails regarding same . Revise and finalize fifth report and notice of motion. Emails regarding report. Receipt and review of proof of claim and emails regarding same.
14-Jun-24	Kenneth Kraft	Review and finalize motion material. Marchant claim initial review and consider impact on potential distributions.
17-Jun-24	Sara-Ann Wilson	Emails regarding Fifth Report. Revise and finalize Fifth Report. Review and finalize motion record. Instructions regarding service. Review email from Andrea Habbas and instructions regarding service list.
17-Jun-24	Kenneth Kraft	Review finalized motion record and service.
18-Jun-24	Sara-Ann Wilson	Review email from Ken Kraft and Allan Rutman regarding claims process and distribution. Emails regarding call.
18-Jun-24	Kenneth Kraft	Exchanges on distribution issues and discussion with Allan Rutman to outline report and consider framework and reserves.
19-Jun-24	Sara-Ann Wilson	Emails to and from Ken Kraft regarding report and distribution.
19-Jun-24	Kenneth Kraft	Update Sara-Ann Wilson on distribution motion. Exchanges with Allan Rutman on potential US tax issues and whether any need to wind up Project LLC.
20-Jun-24	Sara-Ann Wilson	Emails regarding distribution. Review distribution spreadsheet and emails regarding same. Consider distribution issues and review receivership order. Further emails regarding distribution.
20-Jun-24	Kenneth Kraft	Discussion with Allan Rutman on wind up of LLC. Review initial draft of proposed distribution schedule and follow

348
RENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860744

Page 4 of 5

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC

Matter # 584164-000007

Date	Timekeeper	Description of Work
		up exchanges with Allan and Sara-Ann Wilson on distribution issues.
21-Jun-24	Sara-Ann Wilson	Review and consider revised distribution spreadsheet. Various emails regarding proposed distribution and payment of costs. Call with Ken Kraft.
21-Jun-24	Kenneth Kraft	Consider distribution issues and allocation of certain expenses based on initial order and on addressing potential reserve to address Greg Marchant claim. Calls with Allan Rutman and Sara-Ann Wilson.
25-Jun-24	Sara-Ann Wilson	Finalize draft orders and instructions regarding same. Prepare for next day's motion. Email to service list and review responses regarding attendance. Emails from Andrea Habas and instructions regarding service list.
25-Jun-24	Kenneth Kraft	Call with Rachel Moses and Allan Rutman to discuss review of Greg Marchant claim.
26-Jun-24	Sara-Ann Wilson	Instructions regarding participant information form. Prepare for and attend court hearing. Review emails regarding draft orders.
27-Jun-24	Sara-Ann Wilson	Receipt and review of orders and endorsement and instructions regarding same. Review emails from Ken Kraft regarding orders.
28-Jun-24	Sara-Ann Wilson	Instructions regarding service of orders and review draft letter and email. Email to Jim Irving.

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.2	180.00	36.00
Kenneth Kraft	3.1	1,145.00	3,549.50
Sara-Ann Wilson	4.3	885.00	3,805.50
Total	7.6		\$7,391.00

TOTAL PROFESSIONAL FEES **\$ 7,391.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 221.73

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 221.73**

TOTAL OTHER FEES/CHARGES **221.73**

TOTAL FEES AND OTHER FEES/CHARGES **\$ 7,612.73**

TAXES

HST (13.0%) on Professional Fees of \$7,391.00 \$ 960.83

HST (13.0%) on Taxable Disbursements of \$221.73 28.82

349
BENTONS CANADA LLP

Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Destin Limited Partnership

Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin

Property LLC

INVOICE 3860744

Page 5 of 5

Matter # 584164-000007

TOTAL TAXES

989.65

TOTAL AMOUNT DUE

\$ 8,602.38 CAD

350



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3868228

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 6, 2024	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Professional Fees	\$ 1,259.50
Other Fees/Charges	37.79
	<hr/>
HST (13.0%) on \$1,297.29	168.65
	<hr/>
Total Amount Due	<u>\$ 1,465.94</u> CAD

DENTONS CANADA LLP

Per: _____


Kenneth Kraft

351
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Matter # 584164-000007

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

352
DEYTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3868228

Page 3 of 3

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC

Matter # 584164-000007

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
03-Jul-24	Kenneth Kraft	Exchanges with Allan Rutman.
08-Jul-24	Kenneth Kraft	Email exchanges on providing further information related to Greg Marchant potential entitlements.
18-Jul-24	Kenneth Kraft	Follow up on review of Greg Marchant's claims.
22-Jul-24	Kenneth Kraft	Follow up with Rachel Moses on claim review.
31-Jul-24	Kenneth Kraft	Follow up on status of Marchant claim review.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.1	1,145.00	1,259.50
Total	1.1		\$1,259.50

TOTAL PROFESSIONAL FEES **\$ 1,259.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 37.79

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 37.79**

TOTAL OTHER FEES/CHARGES **37.79**

TOTAL FEES AND OTHER FEES/CHARGES **\$ 1,297.29**

TAXES

HST (13.0%) on Professional Fees of \$1,259.50 \$ 163.74

HST (13.0%) on Taxable Disbursements of \$37.79 4.91

TOTAL TAXES **168.65**

TOTAL AMOUNT DUE **\$ 1,465.94 CAD**

353



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3877058

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 9, 2024	584164-000007	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Professional Fees	\$ 1,941.50
Other Fees/Charges	58.25
	<hr/>
HST (13.0%) on \$1,999.75	259.97
	<hr/>
Total Amount Due	<u>\$ 2,259.72</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

354
DENTONS CANADA LLP
Zeifman Partners Inc.

INVOICE 3877058

Page 2 of 4

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Matter # 584164-000007

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
and mailed to the following address:
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON Canada M5K 0A1

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

355
RENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3877058

Page 3 of 4

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC

Matter # 584164-000007

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
08-Aug-24	Kenneth Kraft	Additional documentation request related to Greg Marchant claim.
12-Aug-24	Kenneth Kraft	Exchanges related to Marchant claim follow up.
22-Aug-24	Sara-Ann Wilson	Review emails from Ken Kraft and Allan Rutman regarding distribution and claims process.
22-Aug-24	Kenneth Kraft	Exchanges with Allan Rutman to update on Tim Dunn's review and to address timing for distribution issues motion.
28-Aug-24	Sara-Ann Wilson	Review emails from Allan Rutman and Ken Kraft regarding distribution motion. Instructions regarding checking court time and review email from court.
28-Aug-24	Kenneth Kraft	Exchanges on status of Marchant claim review and on scheduling distribution motion.
29-Aug-24	Sara-Ann Wilson	Emails regarding commercial list request form and booking court time. Call with Allan Rutman regarding distribution motion. Review emails from Tim Dunn and Ken Kraft. Review draft letter from Tim Dunn. Email to Ken Kraft regarding service list.
29-Aug-24	Kenneth Kraft	Call with Allan Rutman and Sara-Ann Wilson to discuss distribution issues and matters to be addressed at next court attendance. Follow up telephone call with Allan Rutman and emails on additional information Adam Wygodny intends to provide and impact on motion timetable. Email exchange with Tim Dunn on draft partial disallowance.
30-Aug-24	Sara-Ann Wilson	Email exchange with Tim Dunn regarding service list.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.0	1,145.00	1,145.00
Sara-Ann Wilson	0.9	885.00	796.50
Total	1.9		\$1,941.50

TOTAL PROFESSIONAL FEES

\$ 1,941.50

356
DENTONS CANADA LLP
Zeifman Partners Inc.

INVOICE 3877058

Page 4 of 4

Re: Receivership of Legacy Lifestyle Destin Limited Partnership
Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
Property LLC

Matter # 584164-000007

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 58.25

TOTAL TAXABLE OTHER FEES/CHARGES \$ **58.25**

TOTAL OTHER FEES/CHARGES 58.25

TOTAL FEES AND OTHER FEES/CHARGES \$ **1,999.75**

TAXES

HST (13.0%) on Professional Fees of \$1,941.50 \$ 252.40

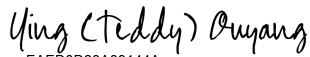
HST (13.0%) on Taxable Disbursements of \$58.25 7.57

TOTAL TAXES 259.97

TOTAL AMOUNT DUE \$ **2,259.72** CAD

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

358



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

T 416 863 4511
 F 416 863 4592

dentons.com

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

Attention: Allan Rutman
 Partner

INVOICE # 3860745

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 4, 2024	584164-000008	Kenneth Kraft

**Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC**

Professional Fees	\$ 2,430.50
Other Fees/Charges	72.92
	<hr/>
HST (13.0%) on \$2,503.42	325.45
	<hr/>
Total Amount Due	\$ <u>2,828.87</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p align="center">For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

359
 BENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC

INVOICE 3860745
 Page 2 of 3
 Matter # 584164-000008

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
05-Jun-24	Amanda Campbell	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of Ken Kraft to be appended to the Fifth Report.
05-Jun-24	Sara-Ann Wilson	Revise and update Fifth report . Instructions regarding fee affidavit. Review receiver's fee affidavit. Review R&D. Review and respond to emails from Allan Rutman.
12-Jun-24	Amanda Campbell	Continue working on Fee Affidavit of Ken Kraft.
13-Jun-24	Sara-Ann Wilson	Draft notice of motion. Review and revise draft Fifth Report.
14-Jun-24	Sara-Ann Wilson	Review fee affidavit and emails regarding same . Review appendices and emails regarding same . Revise and finalize fifth report and notice of motion. Emails regarding report.
14-Jun-24	Kenneth Kraft	Review and finalize motion material. Marchant claim.
17-Jun-24	Sara-Ann Wilson	Emails regarding Fifth Report. Revise and finalize Fifth Report. Review and finalize motion record. Instructions regarding service. Review email from Andrea Habbas and instructions regarding service list.
17-Jun-24	Kenneth Kraft	Review finalized motion record and service.
18-Jun-24	Kenneth Kraft	Exchanges on distribution issues and discussion with Allan Rutman to outline report and consider framework and reserves.
21-Jun-24	Kenneth Kraft	Consider distribution issues and allocation of certain expenses based on initial order. Calls with Allan Rutman and Sara-Ann Wilson.
25-Jun-24	Sara-Ann Wilson	Finalize draft orders and instructions regarding same. Prepare for next day's motion. Email to service list and review responses regarding attendance. Emails from Andrea Habas and instructions regarding service list.
25-Jun-24	Kenneth Kraft	Review motion materials to prepare for tomorrow's hearing.
26-Jun-24	Sara-Ann Wilson	Instructions regarding participant information form. Prepare for and attend court hearing. Review emails regarding draft orders.
26-Jun-24	Kenneth Kraft	Prepare for and attend at motion for order approving activities and fees to date.
27-Jun-24	Sara-Ann Wilson	Receipt and review of orders and endorsement and instructions regarding same. Review emails from Ken Kraft regarding orders.

360
BENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC

INVOICE 3860745
 Page 3 of 3
 Matter # 584164-000008

Date	Timekeeper	Description of Work
28-Jun-24	Sara-Ann Wilson	Instructions regarding service of orders and review draft letter and email. Email to Jim Irving.

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.2	180.00	36.00
Kenneth Kraft	0.7	1,145.00	801.50
Sara-Ann Wilson	1.8	885.00	1,593.00
Total	2.7		\$2,430.50

TOTAL PROFESSIONAL FEES \$ **2,430.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 72.92

TOTAL TAXABLE OTHER FEES/CHARGES \$ **72.92**

TOTAL OTHER FEES/CHARGES 72.92

TOTAL FEES AND OTHER FEES/CHARGES \$ **2,503.42**

TAXES

HST (13.0%) on Professional Fees of \$2,430.50 \$ 315.97

HST (13.0%) on Taxable Disbursements of \$72.92 9.48

TOTAL TAXES 325.45

TOTAL AMOUNT DUE \$ **2,828.87** CAD

361



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3868229

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 6, 2024	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Ocoee Property LLC

Professional Fees	\$	114.50
Other Fees/Charges		3.44
		<hr/>
HST (13.0%) on \$117.94		15.34
		<hr/>
Total Amount Due	\$	<u>133.28</u> CAD

DENTONS CANADA LLP

Per: 
Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

362
DEFENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC

INVOICE 3868229
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
03-Jul-24	Kenneth Kraft	Exchanges with Allan Rutman.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.1	1,145.00	114.50
Total	0.1		\$114.50

TOTAL PROFESSIONAL FEES \$ **114.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 3.44

TOTAL TAXABLE OTHER FEES/CHARGES \$ **3.44**

TOTAL OTHER FEES/CHARGES 3.44

TOTAL FEES AND OTHER FEES/CHARGES \$ **117.94**

TAXES

HST (13.0%) on Professional Fees of \$114.50 \$ 14.89

HST (13.0%) on Taxable Disbursements of \$3.44 0.45

TOTAL TAXES 15.34

TOTAL AMOUNT DUE \$ **133.28** CAD

363



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

T 416 863 4511
 F 416 863 4592

dentons.com

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

Attention: Allan Rutman
 Partner

INVOICE # 3877060

GST/HST # R121996078
 QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 9, 2024	584164-000008	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Ocoee Property LLC

Professional Fees	\$	229.00
Other Fees/Charges		6.87
		<hr/>
HST (13.0%) on \$235.87		30.66
		<hr/>
Total Amount Due	\$	<u>266.53</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

Payment Options:	
<p>Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1</p>	<p>Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay. Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.</p>
<p>Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.</p>	<p>Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 584164. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.</p>
<p>Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2</p>	<p>Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022</p>
<p>For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.</p>	

364
DEFENTONS CANADA LLP
 Zeifman Partners Inc.
 Re: Receivership of Legacy Lifestyle Ocoee Property LLC

INVOICE 3877060
 Page 2 of 2
 Matter # 584164-000008

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
28-Aug-24	Kenneth Kraft	Update on status.
29-Aug-24	Kenneth Kraft	Call with Allan Rutman and Sara-Ann Wilson to discuss matters to be addressed at next court attendance.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	0.2	1,145.00	229.00
Total	0.2		\$229.00

TOTAL PROFESSIONAL FEES **\$ 229.00**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 6.87

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 6.87**

TOTAL OTHER FEES/CHARGES 6.87

TOTAL FEES AND OTHER FEES/CHARGES **\$ 235.87**

TAXES

HST (13.0%) on Professional Fees of \$229.00 \$ 29.77

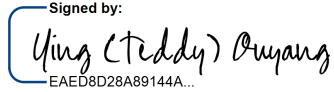
HST (13.0%) on Taxable Disbursements of \$6.87 0.89

TOTAL TAXES 30.66

TOTAL AMOUNT DUE **\$ 266.53 CAD**

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

366



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3860746

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
July 4, 2024	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Professional Fees	\$ 14,522.50
Other Fees/Charges	435.68
	<hr/>
HST (13.0%) on \$14,958.18	1,944.57
	<hr/>
Total Amount Due	<u>\$ 16,902.75</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

367
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
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Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

**For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount.
Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.**

368
 DEFENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860746

Page 3 of 5

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
02-Jun-24	Kenneth Kraft	Doug Waldorf email exchanges.
03-Jun-24	Sara-Ann Wilson	Review emails regarding security opinion.
03-Jun-24	Kenneth Kraft	Exchanges with Doug Waldorf on opinion regarding Trailwinds property.
04-Jun-24	Sara-Ann Wilson	Review comments on Fifth Report. Revise Fifth Report. Emails regarding Fifth Report. Receipt of R&D and fee affidavit. Circulate draft order.
05-Jun-24	Amanda Campbell	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of Ken Kraft to be appended to the Fifth Report.
05-Jun-24	Sara-Ann Wilson	Revise and update Fifth report . Instructions regarding fee affidavit. Review receiver's fee affidavit. Review R&D. Review and respond to emails from Allan Rutman.
05-Jun-24	Kenneth Kraft	Exchanges on materials and logistics. Working on draft report.
06-Jun-24	Sara-Ann Wilson	Review emails regarding draft order.
10-Jun-24	Sara-Ann Wilson	Review US draft orders and draft US motions. Review emails.
10-Jun-24	Kenneth Kraft	Email exchanges with Allan Rutman on questions from Greg Marchant regarding intercompany claims. Review draft US sale approval motion material.
10-Jun-24	Kenneth Kraft	Email exchanges and review objection letter. Updates on closing timing. Review draft US approval motion submission.
12-Jun-24	Amanda Campbell	Continue working on Fee Affidavit of Ken Kraft.
12-Jun-24	Sara-Ann Wilson	Review and respond to email from Jim Irving . Review email from receiver.
13-Jun-24	Sara-Ann Wilson	Draft notice of motion. Review and revise draft Fifth Report.
13-Jun-24	Kenneth Kraft	Email exchanges related to change in hearing date for approval motion in US proceeding.
14-Jun-24	Sara-Ann Wilson	Review fee affidavit and emails regarding same . Review appendices and emails regarding same . Revise and finalize fifth report and notice of motion. Emails regarding report.
14-Jun-24	Kenneth Kraft	Review and finalize motion material. Marchant claim.
17-Jun-24	Sara-Ann Wilson	Emails regarding Fifth Report. Revise and finalize Fifth Report. Review and finalize motion record. Instructions

369
DEFENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860746

Page 4 of 5

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Date	Timekeeper	Description of Work
		regarding service. Review email from Andrea Habbas and instructions regarding service list.
17-Jun-24	Kenneth Kraft	Review finalized motion record and service.
18-Jun-24	Sara-Ann Wilson	Draft factum for approval and vesting order.
18-Jun-24	Kenneth Kraft	Exchanges on distribution issues and discussion with Allan Rutman to outline report and consider framework and reserves.
19-Jun-24	Sara-Ann Wilson	Review emails regarding security opinion.
19-Jun-24	Sara-Ann Wilson	Review comments on factum and revise. Finalize factum and instructions regarding service. Review and finalize confidential appendices and instructions regarding same.
20-Jun-24	Sara-Ann Wilson	Emails regarding security opinion and review same.
20-Jun-24	Kenneth Kraft	Exchanges with Doug Waldorf and start to review draft mortgage enforceability opinion.
21-Jun-24	Sara-Ann Wilson	Draft supplemental fifth report and email for comments. Review comments and revise supplemental report. Finalize supplemental report and email.
21-Jun-24	Sara-Ann Wilson	Emails regarding security opinion. Receipt and review of revised security opinion.
21-Jun-24	Kenneth Kraft	Complete review and provide comments to Doug Waldorf on draft mortgage enforceability opinion. Exchanges with Sara-Ann Wilson. Consider distribution issues and allocation of certain expenses based on initial order. Calls with Allan Rutman and Sara-Ann Wilson. Review draft supplement to 5th report and related email exchanges. Further exchanges with Douglas Waldorf to revise and finalize opinion.
24-Jun-24	Sara-Ann Wilson	Receipt and review of final security opinion. Review supplemental motion record and instructions regarding service.
24-Jun-24	Kenneth Kraft	Finalizing opinion and supplementary court report.
25-Jun-24	Sara-Ann Wilson	Finalize draft orders and instructions regarding same. Prepare for next day's motion. Email to service list and review responses regarding attendance. Emails from Andrea Habas and instructions regarding service list.
25-Jun-24	Kenneth Kraft	Review motion materials to prepare for tomorrow's hearing.
26-Jun-24	Sara-Ann Wilson	Instructions regarding participant information form. Prepare for and attend court hearing for approval of sale transaction and other relief. Review emails regarding draft orders.
26-Jun-24	Kenneth Kraft	Prepare for and attend at motion for AVO, claims procedure order and ancillary order.

BENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3860746

Page 5 of 5

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Date	Timekeeper	Description of Work
27-Jun-24	Sara-Ann Wilson	Receipt and review of orders and endorsement and instructions regarding same. Review emails from Ken Kraft regarding orders.
27-Jun-24	Kenneth Kraft	Review endorsement from Justice Steele and follow up to arrange for having orders issued and to arrange for filing of confidential appendices. Follow up with Jim Irving on order for US recognition hearing next week.
28-Jun-24	Sara-Ann Wilson	Instructions regarding service of orders and review draft letter and email. Email to Jim Irving. Instructions regarding certified order and receipt of same. Forward certified order to Skip Strauss.

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.2	180.00	36.00
Kenneth Kraft	5.0	1,145.00	5,725.00
Sara-Ann Wilson	9.9	885.00	8,761.50
Total	15.1		\$14,522.50

TOTAL PROFESSIONAL FEES **\$ 14,522.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 435.68

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 435.68**

TOTAL OTHER FEES/CHARGES **435.68**

TOTAL FEES AND OTHER FEES/CHARGES **\$ 14,958.18**

TAXES

HST (13.0%) on Professional Fees of \$14,522.50 \$ 1,887.93

HST (13.0%) on Taxable Disbursements of \$435.68 56.64

TOTAL TAXES **1,944.57**

TOTAL AMOUNT DUE **\$ 16,902.75 CAD**

371



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3868230

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
August 6, 2024	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Professional Fees	\$ 2,654.50
Other Fees/Charges & Disbursements	303.89
	<hr/>
HST (13.0%) on \$2,958.39	384.59
	<hr/>
Total Amount Due	<u>\$ 3,342.98</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

DENTONS
372
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Payment Options:

Cheques:

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To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
referencing invoice number in message. Auto-deposit
is setup on our accounts and therefore no password
required.

Internet Banking:

Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
Routing: 000100022

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BENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3868230
 Page 3 of 4

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
02-Jul-24	Kenneth Kraft	Emails. Prepare for and attend US sale approval hearing.
03-Jul-24	Kenneth Kraft	Exchanges with Allan Rutman.
07-Jul-24	Sara-Ann Wilson	Review emails regarding US order.
08-Jul-24	Sara-Ann Wilson	Emails regarding claims process.
08-Jul-24	Kenneth Kraft	Emails to follow up on documentation required to close and on timing to begin claim process.
11-Jul-24	Sara-Ann Wilson	Emails regarding US order.
11-Jul-24	Kenneth Kraft	Closing update.
12-Jul-24	Sara-Ann Wilson	Review email regarding US order.
15-Jul-24	Sara-Ann Wilson	Review emails regarding US order. Review email regarding claims process.
15-Jul-24	Kenneth Kraft	Follow up on order.
16-Jul-24	Sara-Ann Wilson	Review email regarding claims process.
17-Jul-24	Sara-Ann Wilson	Review email from Jim Irving.
18-Jul-24	Sara-Ann Wilson	Review emails regarding US orders. Receipt of orders.
18-Jul-24	Kenneth Kraft	Follow up on order.
31-Jul-24	Kenneth Kraft	Follow up on status of Marchant claim review and closing.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.7	1,145.00	1,946.50
Sara-Ann Wilson	0.8	885.00	708.00
Total	2.5		\$2,654.50

TOTAL PROFESSIONAL FEES **\$ 2,654.50**

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 79.64

TOTAL TAXABLE OTHER FEES/CHARGES **\$ 79.64**

TAXABLE DISBURSEMENTS

Process Server Fees \$ 224.25

TOTAL TAXABLE DISBURSEMENTS **\$ 224.25**

TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS **303.89**

374
DEFENDANTS
374
BENTONS CANADA LLP
Zeifman Partners Inc.

INVOICE 3868230

Page 4 of 4

Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Matter # 584164-000009

TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS		\$ 2,958.39
TAXES		
HST (13.0%) on Professional Fees of \$2,654.50	\$	345.09
HST (13.0%) on Taxable Disbursements of \$303.89		39.50
TOTAL TAXES		<u>384.59</u>
TOTAL AMOUNT DUE		<u>\$ 3,342.98 CAD</u>

375



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

T 416 863 4511
F 416 863 4592

dentons.com

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

Attention: Allan Rutman
Partner

INVOICE # 3877062

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
September 9, 2024	584164-000009	Kenneth Kraft

Zeifman Partners Inc.
Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Professional Fees	\$ 2,514.00
Other Fees/Charges	75.42
	<hr/>
HST (13.0%) on \$2,589.42	336.62
	<hr/>
Total Amount Due	<u>\$ 2,926.04</u> CAD

DENTONS CANADA LLP

Per: 

Kenneth Kraft

376
DENTONS CANADA LLP
Zeifman Partners Inc.

Re: Receivership of Legacy Lifestyle Trailwinds Limited
Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Payment Options:

Cheques:

Cheques payable to Dentons Canada LLP
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Toronto, ON Canada M5K 0A1

Credit Card:

To pay online with a credit card, visit
<https://www.dentons.com/canada-CADpay>.

Alternatively, credit card payment is accepted via telephone at 1-888-444-8859.
You will require your invoice number and amount to pay.

Interac e-Transfer:

e-Transfer funds to AR.Canada@dentons.com
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Accepted at most financial institutions. Your payee is Dentons Canada LLP and
reference your payee account number (client ID) as 584164. Please email us at
AR.Canada@dentons.com referencing invoice number and payment amount.

Wire Transfer / EFT:

Bank of Montreal
1st Canadian Place, Toronto, ON M5X 1A3
Swift Code: BOFMCAM2

Bank ID: 001 Transit: 00022
CAD Funds Bank Account: 0004-324 (or 00020004324)
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377
STANTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3877062

Page 3 of 4

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	Timekeeper	Description of Work
08-Aug-24	Kenneth Kraft	Receive and brief review of Greg Marchant claim on this project and email acknowledgment and request for additional documentation.
12-Aug-24	Kenneth Kraft	Exchanges related to Marchant claim follow up.
15-Aug-24	Kenneth Kraft	Various emails.
22-Aug-24	Sara-Ann Wilson	Review emails from Ken Kraft and Allan Rutman regarding distribution and claims process.
22-Aug-24	Kenneth Kraft	Exchanges with Allan Rutman to update on Tim Dunn's review and to address timing for distribution issues motion.
28-Aug-24	Sara-Ann Wilson	Review emails from Allan Rutman and Ken Kraft regarding distribution motion. Instructions regarding checking court time and review email from court.
28-Aug-24	Kenneth Kraft	Exchanges on status of Marchant claim review and on scheduling distribution motion.
29-Aug-24	Sara-Ann Wilson	Emails regarding commercial list request form and booking court time. Call with Allan Rutman regarding distribution motion. Review emails from Tim Dunn and Ken Kraft. Review draft letter from Tim Dunn. Email to Ken Kraft regarding service list.
29-Aug-24	Kenneth Kraft	Call with Allan Rutman and Sara-Ann Wilson to discuss distribution issues and matters to be addressed at next court attendance. Follow up telephone call with Allan Rutman and emails on additional information Adam Wygodny intends to provide and impact on motion timetable. Email exchange with Tim Dunn on draft partial disallowance.
30-Aug-24	Sara-Ann Wilson	Email exchange with Tim Dunn regarding service list.

Timekeeper	Hours	Rate	Fees
Kenneth Kraft	1.5	1,145.00	1,717.50
Sara-Ann Wilson	0.9	885.00	796.50
Total	2.4		\$2,514.00

TOTAL PROFESSIONAL FEES

\$ 2,514.00

378
BEYBENTONS CANADA LLP
 Zeifman Partners Inc.

INVOICE 3877062
 Page 4 of 4

Re: Receivership of Legacy Lifestyle Trailwinds Limited
 Partnership, Legacy Lifestyle Trailwinds GP Inc., and Legacy
 Lifestyle Trailwinds Property LLC

Matter # 584164-000009

TAXABLE OTHER FEES/CHARGES

Technology & Administration Fee \$ 75.42

TOTAL TAXABLE OTHER FEES/CHARGES \$ 75.42

TOTAL OTHER FEES/CHARGES 75.42

TOTAL FEES AND OTHER FEES/CHARGES \$ 2,589.42

TAXES

HST (13.0%) on Professional Fees of \$2,514.00 \$ 326.82


HST (13.0%) on Taxable Disbursements of \$75.42 9.80

TOTAL TAXES 336.62

TOTAL AMOUNT DUE \$ 2,926.04 CAD

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:


EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

EXHIBIT “F”**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP****The Period of June 1, 2024, to August 31, 2024*****Longleaf Property***

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
July 4, 2024	3860742	3,695.50	110.87	494.83	4.1	736.67	4,301.20
August 6, 2024	3868225	114.50	342.44	15.34	0.1	1,145.00	472.34
September 9, 2024	3877054	229.00	6.87	30.66	0.2	1,145.00	266.53
Totals:		\$4,039.00	\$ 460.18	\$ 540.83	4.4	\$1,008.89	\$5,040.07

Summerlin Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
July 4, 2024	3860743	10,176.00	305.28	1,362.57	10.6	736.67	11,843.85
August 6, 2024	3868226	1,754.00	197.87	253.74	1.6	1,015.00	2,205.61
September 9, 2024	3877056	343.50	10.31	46.00	0.3	1,145.00	399.81
Totals:		\$12,273.50	\$ 513.46	\$1,662.31	12.5	\$ 965.56	\$14,449.27

Destin Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
July 4, 2024	3860744	7,391.00	221.73	989.65	7.6	736.67	8,602.38
August 6, 2024	3868228	1,259.50	37.79	168.65	1.1	1,145.00	1,465.94
September 9, 2024	3877058	1,941.50	58.25	259.97	1.9	1,015.00	2,259.72
Totals:		\$10,592.00	\$ 317.77	\$1,418.27	10.6	\$ 965.56	\$12,328.04

Ocoee Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
July 4, 2024	3860745	2,430.50	72.92	325.45	2.7	736.67	2,828.87
August 6, 2024	3868229	114.50	3.44	15.34	0.1	1,145.50	133.28
September 9, 2024	3877060	229.00	6.87	30.66	0.2	1,145.00	266.53
Totals:		\$2,774.00	\$ 83.23	\$ 371.45	3	\$1,009.06	\$3,228.68

Trailwinds Property

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
July 4, 2024	3860746	14,522.50	435.68	1,944.57	15.1	736.67	16,902.75
August 6, 2024	3868230	2,654.50	303.89	384.59	2.5	1,015.00	3,342.98
September 9, 2024	3877062	2,514.00	75.42	336.62	2.4	1,015.00	336.62
Totals:		\$19,691.00	\$ 814.99	\$2,665.78	20	\$ 922.22	\$20,582.35

Property	Fees	Disbursements	HST	Total
Longleaf	4,039.00	460.18	540.83	5,040.07
Summerlin	12,273.50	513.46	1,662.31	14,449.27
Destin	10,592.00	317.77	1,418.27	12,328.04
Ocoee	2,774.00	83.23	371.45	3,228.68
Trailwinds/Wildwood	19,691.00	814.99	2,665.78	20,582.35
Total:	\$49,369.50	\$2,189.63	\$6,658.64	\$55,628.41

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF KENNETH KRAFT AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Signed by:

Ying (Teddy) Ouyang

EAED8D28A89144A...

A Commissioner for Taking Affidavits, etc.

EXHIBIT “G”**Standard Billing Rates of Dentons Canada LLP
The Period of June 1, 2024, to August 31, 2024**

	<u>Standard Rate</u>	<u>Year of Call</u>
Kenneth Kraft	\$1,145	1991
Sara-Ann Wilson	\$885	2008
Amanda Campbell	\$180	Legal Assistant

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

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

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendants

385

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

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

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

Appendix “R”
to the Sixth 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

-2-

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS 12th DAY OF SEPTEMBER, 2024, PERSONALLY APPEARED JAMES R. IRVING, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN, AND WHO AFTER FIRST BEING FULLY SWORN, DEPOSES AND SAYS:

AFFIDAVIT OF JAMES R. IRVING
(SWORN September 12, 2024)

I, **JAMES R. IRVING**, of the City of Louisville, in the State of Kentucky, **SWEAR AND SAY AS FOLLOWS:**

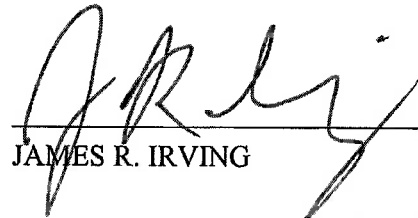
1. I am a Partner with Dentons Bingham Greenebaum LLP ("**Dentons BG**"), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Amended Order dated February 11, 2022 (the "**Receivership Order**"), Zeifman Partners Inc. was appointed as receiver (the "**Receiver**") of the assets, properties

and undertakings of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

3. The Receiver retained Dentons BG as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 24 that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.
5. The Receivership Order provides at paragraph 25 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. The Dentons BG fees and disbursements for the period from April 1, 2024, to June 30, 2024 (the "**Fee Period**"), are set out in the invoices rendered to the Receiver (collectively, the "**Invoices**"). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons BG. A copy of the Invoices are attached hereto as **Exhibit "A"**.

- 7. Attached and marked as **Exhibit "B"** hereto is a schedule summarizing the Invoices, the total billable hours charged per invoice, the total fees charged per invoice along with the average hourly rate charged per invoice.
- 8. Attached and marked as **Exhibit "C"** hereto is a schedule summarizing the respective years of admission to the bar and standard billing rates of each of the lawyers at Dentons BG who acted for the Receiver.
- 9. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver's counsel and for no other or improper purpose.

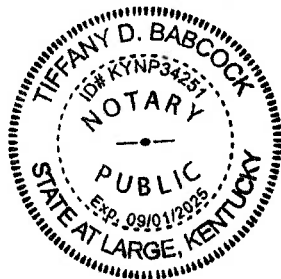
FURTHER AFFIANT SAYETH NAUGHT.



 JAMES R. IRVING

Sworn to and subscribed before me by mean of physical presence or online notarization, this 27th day of September, 2024, by JAMES R. IRVING, who is personally known to me.

(Notary Seal)



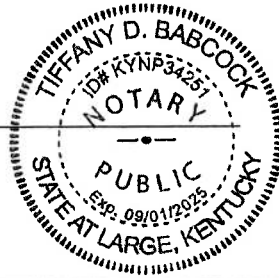


 NOTARY PUBLIC

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JAMES R. IRVING SWORN BEFORE
ME THIS 12th DAY OF SEPTEMBER, 2024.

Tiffany Babcock

A Notary, etc.



Dentons Canada LLP
 TD Center
 77 King Street West, Suite 400
 Toronto Ontario M5K 0A1
 Canada

Account No.: 136273.000001
 Invoice No.: 4579565
 Invoice Date: June 12, 2024

"RECEIVERSHIP OF LEGACY LIFESTYLE LONGLEAF PROPERTY LLC".

FOR PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2024:

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
04/09/24	JRI2	Review docket regarding dates and deadlines for upcoming status hearing; related correspondence with S. Hayes	0.20	141.00
04/20/24	JRI2	Correspondence on fee affidavit with A. Campbell	0.30	211.50
04/21/24	JRI2	Correspondence on Trailwinds sale motion in US Bankruptcy Court; consider the same	0.20	141.00
04/29/24	JRI2	Conference and correspondence with K. Smith on sale motion for Trailwinds property and related next steps; consider the same	0.40	282.00
04/29/24	KDS	Call with J. Irving re motion for recognition in Legacy Lifestyle case (0.3); review email correspondence with Dentons Canada team re same (0.3); review recent Delaware case re chapter 15 cases/363 sales (0.4); review chapter 15 docket and previous sale motions (0.5); call with J. Irving re same (0.2)	1.70	680.00
05/01/24	KDS	Review documents from Dentons Canada team re approval of sale (1.5); review previously filed motion for recognition of sale order in chapter 15 case (0.7)	2.20	880.00
05/02/24	KDS	Review recent Delaware decision re 363 sales in chapter 15 (0.4); review and consider prior motion for recognition of sale order (0.3)	0.70	280.00
05/08/24	JRI2	Conference and correspondence regarding status of sale with K. Kraft and next steps in US Proceedings; consider the same	0.40	282.00
05/08/24	KDS	Draft motion for recognition of sale of Ft. Myers property and proposed order re same (1.6); call with J. Irving re same (0.2)	1.80	720.00
05/09/24	JRI2	Correspondence with A. Rutman, K. Kraft, S. Wilson, and A. Campbell on sale process and hearing dates	0.20	141.00

Dentons Bingham Greenebaum LLP

Invoice No.: 4579565

Dentons Canada LLP
136273.000001

Invoice Date: June 12, 2024

Page 2

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
05/13/24	JRI2	Conference and correspondence with S. Hayes on scheduling hearing to approve sale of assets	0.20	141.00
05/14/24	JRI2	Follow-up correspondence with K. Kraft, S. Wilson and others on upcoming hearing dates	0.20	141.00
05/16/24	JRI2	Correspondence with S. Straus and K. Kraft on sale agreements and hearing dates; consider the same	0.20	141.00
05/28/24	JRI2	Correspondence and conference with S. Wilson, K. Kraft and A. Rutman on upcoming status hearing in US Chapter 15 case, sale status in Canadian Receivership proceeding and related issues; review and coordinate filing of Motion to Appear via Zoom with S. Hayes	0.50	352.50
05/29/24	JRI2	Prepare for and present at status hearing in chapter 15 bankruptcy cases in the US with a focus on update on sale process and scheduling hearing in the US to approve the same; correspondence with Client, K. Kraft and S. Wilson regarding hearing and next steps; review certificate of service of order on Zoom Motion and related correspondence with S. Hayes; consider deadline to file sale motion to provide adequate notice under Bankruptcy Rule 2002(a)(2)	1.00	705.00
05/30/24	JRI2	Correspondence with Client, K. Kraft and S. Wilson on sales going final and sale orders	0.20	141.00
05/31/24	JRI2	Correspondence on two sales going firm and need for proposed US Bankruptcy Court Orders	0.20	141.00
FEES FOR PROFESSIONAL SERVICES RENDERED				\$ 5,521.00
INVOICE TOTAL (USD)				\$ 5,521.00
PRIOR UNPAID BALANCE				\$ 13,173.50
BALANCE DUE				\$ 18,694.50

Dentons Bingham Greenebaum LLP

Dentons Canada LLP
136273.000001Invoice No.: 4579565
Invoice Date: June 12, 2024
Page 3

SUMMARY OF PROFESSIONAL SERVICES

<u>ATTORNEY/PARALEGAL</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
James R Irving	4.20	705.00	2,961.00
Kyle D. Smith	6.40	400.00	2,560.00
	10.60		5,521.00



Dentons Bingham Greenebaum LLP
 3913 Solutions Center
 Chicago, IL 60677-3009
 1-800-436-3644
 I.D. #61-1584266

Dentons Canada LLP
 TD Center
 77 King Street West, Suite 400
 Toronto Ontario M5K 0A1
 Canada

Account No.: 136273.000001
 Invoice No.: 4579565
 Invoice Date: June 12, 2024

"RECEIVERSHIP OF LEGACY LIFESTYLE LONGLEAF PROPERTY LLC".

REMITTANCE PAGE

INVOICE TOTAL (USD)	\$ 5,521.00
PRIOR UNPAID BALANCE	<u>\$ 13,173.50</u>
BALANCE DUE	<u>\$ 18,694.50</u>

AGING OF OUTSTANDING INVOICES

DATE	INVOICE	INVOICE AMOUNT	PAYMENT RECEIVED	BALANCE
04/18/24	4575030	13,173.50	0.00	13,173.50
Total				13,173.50

LAST PAYMENT RECEIVED: 7/18/2023 \$4,284.00

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.

PLEASE RETURN THIS COPY WITH YOUR PAYMENT.



Dentons Bingham Greenebaum LLP
3913 Solutions Center
Chicago, IL 60677-3009
1-800-436-3644
I.D. #61-1584266

Payments by check should be sent in U.S. Dollars to:

Dentons Bingham Greenebaum LLP
3913 Solutions Center
Chicago, IL 60677-3009

OR

Payment by wire transfer/ACH should be sent in U.S. Dollars to:

Bank Name: PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Account Name: Dentons Bingham Greenebaum LLP
Account Number: 4622345343
ABA/Routing #: Wire Transfers 041000124
ACH Transfers 071921891
Swift Code for International Wires: PNCCUS33

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.



Dentons Bingham Greenebaum LLP
 3913 Solutions Center
 Chicago, IL 60677-3009
 1-800-436-3644
 I.D. #61-1584266

Dentons Canada LLP
 TD Center
 77 King Street West, Suite 400
 Toronto Ontario M5K 0A1
 Canada

Account No.: 136273.000001
 Invoice No.: 4581451
 Invoice Date: July 9, 2024

"RECEIVERSHIP OF LEGACY LIFESTYLE LONGLEAF PROPERTY LLC".

Billing Number: CA584164-000005

FOR PROFESSIONAL SERVICES RENDERED THROUGH JUNE 30, 2024:

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
06/04/24	JRI2	Correspondence with K. Kraft, S. Wilson and A. Rutman on proposed form of Sale Orders for Trailwinds and Summerlin; draft and revise Sale Orders	0.60	423.00
06/05/24	KDS	Call with J. Irving re preparing sale motions for filing next week (0.2)	0.20	80.00
06/06/24	JRI2	Correspondence with K. Smith on Sale Motions and consider the same	0.20	141.00
06/06/24	KDS	Review draft Canadian sale orders and Fifth Report from J. Irving (0.3); draft and revise sale motion and order for US bankruptcy court re same (0.7)	1.00	400.00
06/06/24	KDS	Draft motion for recognition of sale order and order re same for US bankruptcy court (0.8)	0.80	320.00
06/07/24	JRI2	Consider motions to approve sale of Trailwinds and Summerlin assets; related correspondence with S. Straus and others on closing issues	0.10	70.50
06/09/24	JRI2	Review and revise sale motions for Trailwinds and Summerlin properties in US Chapter 15 Bankruptcy Case; related correspondence with A. Rutman, S. Straus, K. Kraft, S. Wilson and K. Smith	0.50	352.50
06/10/24	JRI2	Consider sale motions	0.20	141.00
06/11/24	JRI2	Finalize and file sale motion for real estate	0.50	352.50
06/11/24	KDS	Review and revise motion for recognition of sale order (0.2); call with S. Hayes re filing (0.1)	0.30	120.00
06/11/24	KDS	Review and revise motion for recognition of sale order (0.2); call with S. Hayes re filing (0.1)	0.30	120.00
06/12/24	JRI2	Correspondence and conference with S. Hayes on service of notice of claim; consider the same	0.50	352.50

Dentons Bingham Greenebaum LLP

Invoice No.: 4581451
 Invoice Date: July 9, 2024
 Page 2

Dentons Canada LLP
 136273.000001

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
06/13/24	JRI2	Confirm notice of hearing of sale (.3); confirm service (.2)	0.50	352.50
06/13/24	KDS	Review and revise NOH re motion to sell (0.1)	0.20	80.00
06/13/24	KDS	Review and revise NOH re motion to sell (0.1)	0.20	80.00
06/17/24	JRI2	Correspondence with Canadian counsel on sale approval hearing in receivership case	0.20	141.00
06/19/24	JRI2	Correspondence on real estate opinion and closing next steps	0.10	70.50
06/27/24	JRI2	Correspondence on closing efforts and real estate opinion	0.10	70.50
06/28/24	JRI2	Consider Canadian sale orders and hearing in US Bankruptcy Court	0.20	141.00
FEES FOR PROFESSIONAL SERVICES RENDERED				\$ 3,808.50
OUT-OF-POCKET EXPENSES				
6/11/24	Fees/Filing Fees Betsy A. Rodway, Filing Fees, filing fee		398.00	
				\$ 398.00
INVOICE TOTAL (USD)				\$ 4,206.50

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY/PARALEGAL	HOURS	RATE	AMOUNT
James R Irving	3.70	705.00	2,608.50
Kyle D. Smith	3.00	400.00	1,200.00
	<u>6.70</u>		<u>3,808.50</u>

The logo for Dentons, featuring the word "DENTONS" in a bold, sans-serif font inside a dark grey arrow-shaped box pointing to the right.

Dentons Bingham Greenebaum LLP
3913 Solutions Center
Chicago, IL 60677-3009
1-800-436-3644
I.D. #61-1584266

Dentons Canada LLP
TD Center
77 King Street West, Suite 400
Toronto Ontario M5K 0A1
Canada

Account No.: 136273.000001
Invoice No.: 4581451
Invoice Date: July 9, 2024

"RECEIVERSHIP OF LEGACY LIFESTYLE LONGLEAF PROPERTY LLC".

REMITTANCE PAGE

INVOICE TOTAL (USD)

\$ 4,206.50

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.

PLEASE RETURN THIS COPY WITH YOUR PAYMENT.



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3913 Solutions Center
Chicago, IL 60677-3009
1-800-436-3644
I.D. #61-1584266

Payments by check should be sent in U.S. Dollars to:

Dentons Bingham Greenebaum LLP
3913 Solutions Center
Chicago, IL 60677-3009

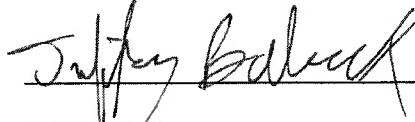
OR

Payment by wire transfer/ACH should be sent in U.S. Dollars to:

Bank Name: PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Account Name: Dentons Bingham Greenebaum LLP
Account Number: 4622345343
ABA/Routing #: Wire Transfers 041000124
ACH Transfers 071921891
Swift Code for International Wires: PNCCUS33

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JAMES R. IRVING SWORN BEFORE
ME THIS 12th DAY OF SEPTEMBER, 2024.


A Notary, etc.

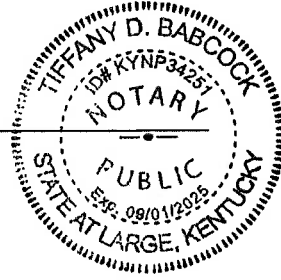


EXHIBIT "B"**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Bingham Greenebaum LLP****The Period of April 1, 2024, to June 30, 2024***In the matter of the receivership of Legacy Lifestyles Longleaf Property LLC et al. (allocated to all five real properties)*

Date	Invoice No.	Fees	Disbursements	Hours	Average Rate	Total
June 12, 2024	4579565	5,521.00	0.00	10.6	552.50	5,521.00
July 9, 2024	4581451	3,808.50	398.00	6.70	552.50	4,206.50
Totals:		\$9,329.50	\$ 398.00	17.3	\$ 552.50	\$9,727.50

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JAMES R. IRVING SWORN BEFORE
ME THIS ___ DAY OF SEPTEMBER, 2024.

Tiffany Babcock

A Notary, etc.

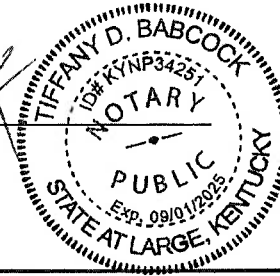


EXHIBIT "C"**Standard Billing Rates of Dentons Bingham Greenebaum LLP
The Period of April 1, 2024, to June 30, 2024**

	<u>Rates</u>	<u>Year of Admission to the Bar</u>
James R. Irving	\$705	2008
Kyle D. Smith	\$400	2020 (New York) 2021 (Maine)

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

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

BERKID INVESTMENTS LIMITED
Plaintiff

and

HUNTER MILBORNE et al.
Defendants

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

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JAMES R. IRVING

DENTONS BINGHAM GREENEBAUM LLP
3500 PNC Tower, South Fifth Street
Louisville, KY 40202

James R. Irving
Tel: 1-502-587-3606
james.irving@dentons.com

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

Appendix “S”
to the Sixth 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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS 11TH DAY OF SEPTEMBER 2024, PERSONALLY APPEARED DOUGLAS L. WALDORF, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN, AND WHO AFTER FIRST BEING DULY SWORN, DEPOSES AND SAYS:

AFFIDAVIT OF DOUGLAS L. WALDORF
(affirmed September 11, 2024)

I, **DOUGLAS L. WALDORF**, of the City of Naples, in the State of Florida, **AFFIRM AND SAY AS FOLLOWS:**

1. I am a Partner with Dentons Cohen & Grigsby P.C. (“**DCG**”), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Amended Order dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc. was appointed as receiver (the “**Receiver**”) of the assets, properties

and undertakings of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

3. The Receiver retained DCG as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 24 that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.
5. The Receivership Order provides at paragraph 25 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. DCG fees and disbursements for work pertaining to the Real Property located in Sumter County, Florida (as defined in the Receivership Order and described in Schedule "A" thereto) are accounted for separately. The DCG fees and disbursements for the period from June 14, 2024 to September 10, 2024 (the "**Fee Period**") for work pertaining to the Sumter County property, are set out in the invoice rendered to the Receiver (the "**Invoice**"). The Invoice is a fair and accurate description of the services provided, the disbursements

incurred and the amounts charged by DCG during the Fee Period. A copy of the Invoice relating to the Sumter County property is attached hereto as **Exhibit "A"**.

7. I expended a total of 4.6 hours during the Fee Period as detailed on the Invoice set forth as **Exhibit A**. My hourly rate for this work was USD \$840.00 per hour resulting in total fees for my work of USD \$3,864.00 which sum is due and owing.
8. My paralegal, Tanja Normil, an employee of DCG working under my supervision, expended a total of 1.5 hours during the Fee Period as detailed on the Invoice set forth as **Exhibit A**. Her hourly rate for this work was USD \$275.00 per hour resulting in total fees for her work of USD \$412.50 which sum is due and owing.
9. As shown on **Exhibit A**, the total amount of fees and costs owed to DCG for work done and costs advanced during the Fee Period is USD \$4,276.50.
10. To the best of my knowledge, the rates charged by DCG throughout the course of these proceedings are comparable to the rates charged by other law firms in the Naples market for the provision of similar services.
11. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver's counsel and for no other or improper purpose.

FURTHER AFFIANT SAYETH NAUGHT.



DOUGLAS L. WALDORF

Sworn to and subscribed before me by means of physical presence or online notarization, this 11th day of September, 2024, by DOUGLAS L. WALDORF, who is personally known to me.

(Notary Seal)

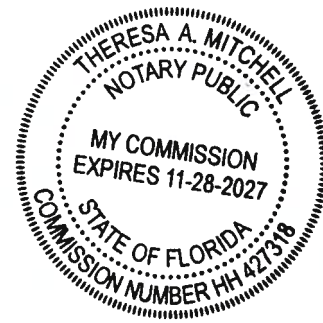
Theresa A. Mitchell
NOTARY PUBLIC



THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DOUGLAS L. WALDORF AFFIRMED
BEFORE ME THIS 11th DAY OF SEPTEMBER, 2024.

Theresa A. Mitchell

Theresa Mitchell, a Florida notary



PROFORMA NO. **413** 84555
 ACCT. DATE 09/10/24
 REPORT NO. 138616

BILLING MEMORANDUM

ID 035527.0004 BILL FORMAT CODE 32 CASE TYPE Real estate
 MATTER LOCATION C & G - Naples BILLING ATTORNEY 1214 DLW BILL FREQ FEES M COSTS M

CLIENT Zeifman Partners, Inc. BILL INSTRUCTIONS
 MATTER Receivership of Legacy Lifestyle Destin Limited Partnership,
 Legacy Lifestyle Destin GP Inc., and Legacy Lifestyle Destin
 Property LLC WTM CA584164-000007
 OPENED Mar 27, 2024
 Zeifman Partners Inc.
 Attn: Kenneth Kraft, Esq., Dentons Canada LLP
 77 King Street West, Suite 400
 Toronto ON M5K 0A1
 Canada

BALANCE DUE AS OF	09/11/24	RENDERED THRU	AMOUNT OUTSTANDING	*	BILLABLE AMOUNT	FEES	DISBURSEMENTS
				*		4,276.50	0.00
ON FEES		06/30/24	0.00	*	THRU DATE	09/10/24	09/10/24
ON DISBURSEMENTS		06/30/24	0.00	*			
TOTAL			0.00	*	AMOUNT BILLED NOW		
UNAPPLIED PREPAY BALANCE			0.00	*	AMOUNT WRITTEN OFF		

LAST FEE BILL	DATE OF LAST BILL	AMOUNT OF LAST BILL	*
LAST FEE BILL	07/03/24	3,050.00	*
LAST DISB BILL	07/03/24	250.00	*

SINCE INCEPTION	RELIEVED	BILLED	VARIANCE	*
FEES	12,365.00	10,685.00	-1,680.00	*
DISB	500.00	500.00	0.00	*

BILLABLE TIME THROUGH 09/10/24

ATTORNEY	RATE	HOURS	WORK VALUE	BILL VALUE	*
D L WALDORF	1214	840.00	4.60	3,864.00	*
T NORMIL	1347	275.00	1.50	412.50	*
TOTAL BILLABLE AMOUNT		6.10	4,276.50	4,276.50	*

BILLING ATTORNEY APPROVAL _____

- _____ BILL AS IS (NO CHANGES)
- _____ HOLD ENTIRE BILL
- _____ BILL AS IS WITH NOTED ADJUSTMENTS
- _____ PLEASE APPLY PREPAYMENT BALANCE
- _____ PLEASE APPLY TRUST BALANCE
- _____ CLOSE MATTER
- _____ OTHER INSTRUCTIONS (HOLD TIME, DISB. ETC.)

PROFORMA NO. 414 4555
ACCT. DATE 09/10/24
REPORT NO. 138616

DENTONS COHEN & GRIGSBY P.C. SYST. DATE 09/11/24 Page 2 (2)

BILLING MEMORANDUM

DISBURSEMENTS

ID 035527.0004

CLIENT Zeifman Partners, Inc.
MATTER Receivership of Legacy Lifestyle Destin Limited Partnership,

INDEX	DATE	ATTORNEY	CODE	EXPLANATION	AMOUNT
TOTAL DISBURSEMENTS					0.00

**** COSTS SUMMARIZED BY CODE ****

CODE	DESCRIPTION	AMOUNT
------	-------------	--------

PROFORMA NO. 415 04555
ACCT. DATE 09/10/24
REPORT NO. 138616

DENTONS COHEN & GRIGSBY P.C. SYST. DATE 09/11/24 Page 3 (3)

BILLING MEMORANDUM

ITEMIZED SERVICES BILL

ID 035527.0004 CLIENT Zeifman Partners, Inc.
MATTER Receivership of Legacy Lifestyle Destin Limited Partnership,

INDEX	DATE	ATTORNEY	CODE	DESCRIPTION	TASK CODE	ACTIVITY CODE	WORKED HOURS	BILLABLE HOURS	BILLABLE VALUE
9162368	06/14/24	1347	TXN	2			1.50	1.50	412.50
9162357	06/18/24	1214	DLW	1			2.00	2.00	1,680.00
9162358	06/18/24	1214	DLW	1			1.00	1.00	840.00
9162361	06/21/24	1214	DLW	1			0.50	0.50	420.00
9162362	06/24/24	1214	DLW	1			0.50	0.50	420.00
9162364	09/10/24	1214	DLW	1			0.60	0.60	504.00
TOTAL							6.10	6.10	4,276.50

PROFORMA NO. **416** 04555
ACCT. DATE 09/10/24
REPORT NO. 138616

DENTONS COHEN & GRIGSBY P.C. SYST. DATE 09/11/24 Page 4 (4)

BILLING MEMORANDUM

~S~

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

HUNTER MILBORNE et al.
Defendants

and

BERKID INVESTMENTS LIMITED
Plaintiff

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

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.
Respondents

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DOUGLAS L. WALDORF

DENTONS COHEN & GRIGSBY P.C.
9110 Strada Place, Suite 6200
Naples, Florida 34108-2938

Douglas L. Waldorf
Tel: 1-239-444-1844
douglas.waldorf@dentons.com

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

Appendix “T”
to the Sixth 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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS ____ DAY OF SEPTEMBER, 2024, PERSONALLY APPEARED ARNOLD (SKIP) STRAUS, JR., TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN, AND WHO AFTER FIRST BEING FULLY SWORN, DEPOSES AND SAYS:

AFFIDAVIT OF ARNOLD (SKIP) STRAUS, JR.
 (sworn September 16, 2024)

I, **Arnold (Skip) Straus, Jr.**, of the City of Cooper City, in the State of Florida, **MAKE**

OATH AND SAY AS FOLLOWS:

1. I am the Managing Attorney with Straus & Associates, P.A. ("**Straus & Associates**"), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to an Amended Order dated February 11, 2022 (the "**Receivership Order**"), Zeifman Partners Inc. was appointed as receiver (the "**Receiver**") of the assets, properties

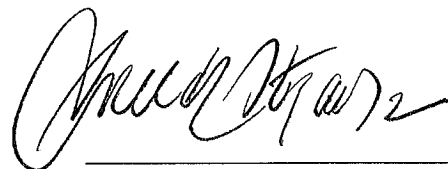
and undertakings of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC.

3. The Receiver retained Straus & Associates as Florida real estate counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.
4. The Receivership Order provides at paragraph 24 that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.
5. The Receivership Order provides at paragraph 25 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. Straus & Associates accounted for its fees separately for each Real Property (as defined in the Receivership Order). The fees of Straus & Associates relating to the Trailwinds/Wildwood Property for the period from November 15, 2023, to August 1, 2024, are set out in the invoice rendered to the Receiver, dated July 24, 2024 (the “**Invoice**”).
The Invoice is a fair and accurate description of the services provided, the disbursements

incurred and the amounts charged by Straus & Associates. A copy of the Invoice is attached hereto as Exhibit "A".

- 7. Attached and marked as Exhibit "B" hereto is a schedule summarizing the Invoice, the total billable hours charged, and the total fees.
- 8. Attached and marked as Exhibit "C" hereto is a schedule summarizing the respective years of admission to the bar of each of the lawyers at Straus & Associates who acted for the Receiver.
- 9. To the best of my knowledge, the rates charged by Straus & Associates throughout the course of these proceedings are comparable to the rates charged by other law firms in the Florida market for the provision of similar services.
- 10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver's counsel and for no other or improper purpose.

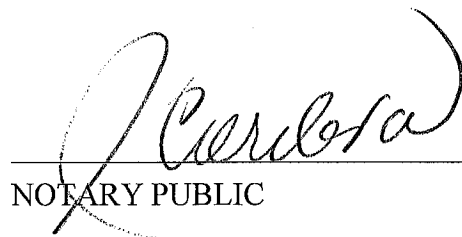
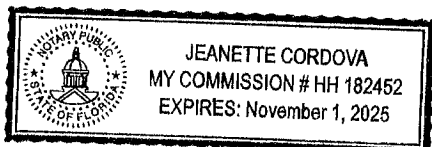
FURTHER AFFIANT SAYETH NAUGHT.



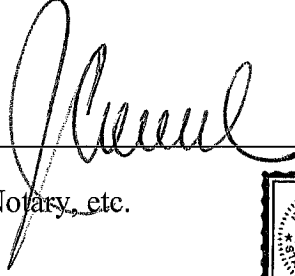
ARNOLD (SKIP) STRAUS, JR.

Sworn to and subscribed before me by mean of physical presence or online notarization, this 14 day of September, 2024, by ARNOLD (SKIP) STRAUS, JR., who is personally known to me.

(Notary Seal)


NOTARY PUBLIC

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ARNOLD (SKIP) STRAUS, JR.
SWORN BEFORE ME THIS 16 DAY OF
SEPTEMBER, 2024.



A Notary, etc.



Straus & Associates P.A.

10081 Pines Blvd, Suite. C
Pembroke Pines, FL 33024

954-431-2000

Invoice

Date	Invoice #
7/24/2024	31842

Bill To
Zeifman Partners, Inc. Mr. Allan Rutman, President 201 Bridgeland Avenue Toronto, Ontario M6A 1Y7 Canada

Attorney	File #	Description	Reference
AS/JC	23-7080S	Seller Representation	5578 County Road 466A

Date	Description	Employee	Hours	Rate	Amount
11/15/2023	Legacy Lifestyles Trailwinds RE: 5578 County Road 466A, Wildwood, FL 34785 Receipt and Review of Appraisal Report prepared by CBRE.		1	450.00	450.00
8/15/2022	Initial receipt and review of real estate contract.		1	450.00	450.00
8/31/2023	Initial receipt and review of Title Commitment ver3		1	450.00	450.00
8/31/2023	Receipt and Review of Title Objection Letter		1	450.00	450.00
9/26/2023	Initial receipt and review of Tax Roll and HOA Budget.		0.25	450.00	112.50
9/11/2023	Receipt and review of First Amendment to Purchase Agreement		0.5	450.00	225.00
12/13/2023	Receipt and review of Second Amendment to Purchase Agreement.		0.5	450.00	225.00
12/14/2023	Initial receipt and review of Land Survey		0.5	450.00	225.00
12/14/2023	Receipt and Review of Proposed Plat.		0.25	450.00	112.50
12/15/2023	Emails between Buyer and Seller Attorney RE; Due Diligence Extention and Second Amendment		2	450.00	900.00
12/21/2023	Email between Buyer and Seller Attorney RE: Buyer exercised Second Due Diligence:		1	450.00	450.00
			Total		
			Payments/Credits		
			Balance Due		

Straus & Associates P.A.

10081 Pines Blvd, Suite. C
Pembroke Pines, FL 33024

954-431-2000

Invoice

Date	Invoice #
7/24/2024	31842

Bill To
Zeifman Partners, Inc. Mr. Allan Rutman, President 201 Bridgeland Avenue Toronto, Ontario M6A 1Y7 Canada

Attorney	File #	Description	Reference
AS/JC	23-7080S	Seller Representation	5578 County Road 466A

Date	Description	Employee	Hours	Rate	Amount
6/10/2024	Emails between Buyer and Seller Attorney RE: Title Commitment, Title Objection letter and Court Orders		2	450.00	900.00
6/10/2024	Receipt and Review of Motion for Recognition of Canadian Company		0.5	450.00	225.00
6/13/2024	Receipt and review of Receipt of Deposit letter		0.5	450.00	225.00
7/2/2024	Order payoff letter.		0.5	450.00	225.00
7/2/2024	Order HOA Estoppel		0.5	450.00	225.00
7/3/2024	Receipt and review of title commitment Rev 5.		1	450.00	450.00
7/5/2024	Letter to Attorney Braverman		0.5	450.00	225.00
7/19/2024	Follow-up email to HOA for estoppel letter		0.25	450.00	112.50
7/19/2024	Preparation of documents of conveyance and forward to closing agent for review and approval.		1.2	450.00	540.00
7/29/2024	Receipt and review of initial settlement statement.		0.5	450.00	225.00
7/29/2024	Propose changes to settlement statement; forward to closing agent.		0.5	450.00	225.00
7/29/2024	Receipt and review of final settlement statement. Numerous e-mails and telephone conversations with client, realtors, and closing agent.		0.5	450.00	225.00
7/29/2024	Meeting with client to review settlement statement; review and execute closing documents.		1	450.00	450.00
7/31/2024	Forward executed closing documents to closing agent.		0.25	450.00	112.50

Total				
Payments/Credits				
Balance Due				

Straus & Associates P.A.

10081 Pines Blvd, Suite. C
Pembroke Pines, FL 33024

954-431-2000

Invoice

Date	Invoice #
7/24/2024	31842

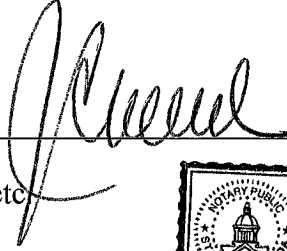
Bill To
Zeifman Partners, Inc. Mr. Allan Rutman, President 201 Bridgeland Avenue Toronto, Ontario M6A 1Y7 Canada

Attorney	File #	Description	Reference
AS/JC	23-7080S	Seller Representation	5578 County Road 466A

Date	Description	Employee	Hours	Rate	Amount
7/30/2024	Coordinate real estate closing with client, realtor, and closing agent.		1	450.00	450.00
8/1/2024	Representation at closing.				
8/1/2024	Confirm receipt of fully executed closing statement along with proof client funds were received; confirm all Satisfactions are recorded in Public Record, if applicable.		0.5	450.00	225.00
	Technology Fee			35.00	35.00

Total				\$9,125.00
Payments/Credits				\$0.00
Balance Due				\$9,125.00

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ARNOLD (SKIP) STRAUS, JR.
SWORN BEFORE ME THIS 14 DAY OF
SEPTEMBER, 2024.



A Notary, etc

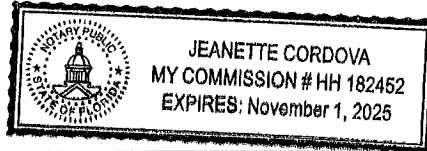



EXHIBIT "B"**Summary of Invoice of Straus & Associates, P.A.****The Period of November 15, 2023, to August 1, 2024 (all amounts in USD)***Trailwinds/Wildwoods Property*

Date	Invoice No.	Fees	Disbursements	Total
July 24, 2024	31842	9,090.00	35.00	9,125.00
Totals:		\$9,090.00	\$ 35.00	\$9,125.00

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF ARNOLD (SKIP) STRAUS, JR.
SWORN BEFORE ME THIS 16 DAY OF
SEPTEMBER, 2024.



A Notary, etc.

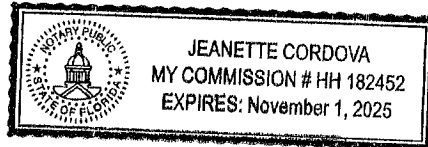


EXHIBIT "C"

**Timekeepers of Straus & Associates, P.A.
The Period of November 15, 2023, to August 1, 2024**

	<u>Year of Admission to the Bar</u>
Arnold (Skip) Straus, Jr.	1979

BERKID INVESTMENTS LIMITED

Plaintiff

and

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

Court File No. CV-21-00668821-00CL⁴
HUNTER MILBORNE et al.³
Defendants

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

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF ARNOLD (SKIP) STRAUS, JR.

STRAUS & ASSOCIATES P.A.
10081 Pines Boulevard, Suite C
Pembroke Pines, Florida 33024

Arnold (Skip) Straus, Jr. (Florida Bar # 275328)
Tel: 1-954-431-2000
Fax: 1-954-431-8999
SStraus@strauslegal.com

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

Court File No. CV-21-00668821-00CL ⁴³²
HUNTER MILBORNE et al.
Defendants

and

BERKID INVESTMENTS LIMITED
Plaintiff

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

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

SIXTH REPORT OF THE RECEIVER

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

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

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

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

Tab 3

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

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

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

THE HONOURABLE) WEDNESDAY , THE 25th
JUSTICE OSBORNE) DAY OF SEPTEMBER, 2024

BETWEEN:

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

Plaintiffs

- and -

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

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

ORDER

THIS MOTION made by Zeifman Partners Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”), of all of the assets, undertakings and properties of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC and Legacy Lifestyles Longleaf Property LLC, appointed pursuant to the Amended Order of the Honourable Justice Conway, dated February 11, 2022 (the “**Receivership Order**”) for an order, approving distributions of the net proceeds of sale of the Destin Property and the Trailwinds Property (each defined below), approving the fees and disbursements of the Receiver

and its counsel and granting certain other relief was heard this day at 330 University Avenue, Toronto, Ontario via Zoom.

ON READING the Sixth Report of the Receiver, dated September 16, 2024 (the “**Sixth Report**”), the affidavit of Allan Rutman affirmed September 10, 2024 (the “**Rutman Affidavit**”), the affidavit of Kenneth Kraft affirmed September 11, 2024 (the “**Kraft Affidavit**”), the affidavit of James Irving, sworn September 12, 2024 (the “**Irving Affidavit**”), and the affidavit of Arnold (Skip) Straus, Jr., sworn September 16, 2024 (the “**Straus Affidavit**”), and affidavit of Douglas Waldorf, affirmed September 11, 2024 (the “**Waldorf Affidavit**”), and on hearing the submissions of counsel for the Receiver, and such other counsel and parties as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn September ●, 2024, filed:

SERVICE

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

DESTIN DISTRIBUTIONS

2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make interim distributions of the net sale proceeds of the property municipally known as 401 Beach Drive, Destin, Florida (the “**Destin Property**”), to the creditors of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc. and Legacy Lifestyles Destin Property LLC, as set forth in Schedule “A” hereto.

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to make the following payments from the net proceeds of sale of the Destin Property:

- (a) CA\$33,333.33 to Greg Roberts PC, on account of 1/3 of the costs award in favour of the Plaintiffs set out at paragraph 41 of the Receivership Order (the “**Costs Award**”);

- (b) CA\$10,000.00 to Katzman & Associates, on account of 1/5 of the Costs Award in favour of the Intervening Investors;
- (c) US\$12,115.00 to N21 Group LLC; and
- (d) US\$107,604.07 to the Receiver's trust account in respect of the Trailwinds Debtors, to be included in the funds available for distribution as set out in Schedule "B" hereto.

4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to distribute any remaining net proceeds of the Destin Property in accordance with the distribution calculation attached as Appendix "L" to the Sixth Report without the need for any further Court approval.

TRAILWINDS DISTRIBUTIONS

5. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make interim distributions of the net sale proceeds of the property municipally known as 5578 County Road, 466A, Wildwood, Florida ("**Trailwinds Property**"), to the creditors of Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc. and Legacy Lifestyles Trailwinds Property LLC, as set forth in Schedule "B" hereto.

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to make the following payments from the net proceeds of sale of the Trailwinds Property:

- (a) CA\$33,333.33 to Greg Roberts PC, on account of 1/3 of the Costs Award in favour of the Plaintiffs; and
- (b) CA\$10,000.00 to Katzman & Associates, on account of 1/5 of the Costs Award in favour of the Intervening Investors.

7. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to distribute any remaining net proceeds of the Trailwinds Property in accordance with the distribution calculation attached as Appendix "M" to the Sixth Report without the need for any further Court approval.

LIMITATION OF LIABILITY

8. **THIS COURT ORDERS** that the Receiver shall not have any liability for carrying out the provisions of this Order and making the distributions in accordance with its terms, save and except for any gross negligence or wilful misconduct on its part.

RECEIVER'S ACTIVITIES AND R&D

9. **THIS COURT ORDERS** that the Sixth Report and the activities and conduct of the Receiver as described therein, be and are hereby approved, provided, however, that only Zeifman Partners Inc., in its capacity as Receiver and not in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

10. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements, for period from February 11, 2022 to September 5, 2024, be and is hereby approved.

FEES

11. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, for the period from June 1, 2024 to August 31, 2024, as set out in the Sixth Report and the Rutman Affidavit be and are hereby approved.

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

13. **THIS COURT ORDERS** that the fees and disbursements of Dentons Bingham Greenebaum LLP, for the period from April 1, 2024 to June 30, 2024, as set out in the Sixth Report and the Irving Affidavit be and are hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of Dentons Cohen & Grigsby P.C., for the period from April 19, 2024 to June 24, 2024, as set out in the Sixth Report and the Waldorf Affidavit be and are hereby approved.

15. **THIS COURT ORDERS** that the fees and disbursements of Straus & Associates, P.A. relating to the Trailwinds Property for the period from November 15, 2023, to August 1, 2024, as set out in the Sixth Report and the Straus Affidavit be and are hereby approved.

Schedule "A"

Destin Distributions

Schedule "B"

Trailwinds Distributions

Court File No. CV-21-00668821-00CL
HUNTER MILBORNE et al.
Defendants

442

BERKID INVESTMENTS LIMITED
Plaintiff

and

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

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

and

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

Court File No. CV-21-00668821-00CL
HUNTER MILBORNE et al. 443
Defendants

and

BERKID INVESTMENTS LIMITED
Plaintiff

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

and

LEGACY LIFESTYLES DESTIN LP, et al.
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

(returnable September 25, 2024)

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appointed Receiver*