

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

**MOTION RECORD
(RETURNABLE OCTOBER 6, 2015)**

September 25, 2015

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Appointed Receiver of Banwell Development
Corporation and Royal Timbers Inc.

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TAB "1"

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

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- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

NOTICE OF MOTION
(returnable October 6, 2015)

BDO CANADA LIMITED ("BDO"), in its capacity as court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation ("**Banwell**") and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of Mr. Justice Thomas dated June 5, 2013 (the "**Appointment Order**"), will make a motion to Mr. Justice Thomas to be heard on Tuesday, October 6, 2015 at 2:00 p.m. or as soon after that time as the motion can be heard, at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR :

1. An Order substantially in the form attached hereto as **Schedule "A"**:
 - (a) if necessary, abridging or waiving the time for service and filing, dispensing with service, or validating the method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Ninth Report of the Receiver dated September 25, 2015 and all appendices thereto (the "**Ninth Report**"), the Confidential Supplement to the Ninth Report (the

"Confidential Supplement") and all supplementary motion materials, if any, and directing that any further service of same be dispensed with such that this motion is properly returnable on October 6, 2015;

- (b) approving the Ninth Report and the activities and conduct of the Receiver described therein;
 - (c) sealing the Confidential Supplement to the Ninth Report until further order of the Court;
 - (d) approving the Receiver's Interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending September 22, 2015; and
 - (e) approving the professional fees and disbursements (the "Professional Fees") of BDO, as Receiver; and Miller Thomson LLP, counsel to the Receiver.
2. An Order substantially in the form attached hereto as **Schedule "B"**:
- (a) approving the sale transaction contemplated by an Agreement of Purchase and Sale dated effective August 7, 2015 between the Receiver, as vendor, and Hadi Custom Homes Inc. ("Hadi"), as purchaser, in respect of the Phase 3 one foot reserve block APS, as defined in the Ninth Report and directing the Receiver to complete the transaction contemplated thereby, *nunc pro tunc* (the "**Phase 3 one foot reserve block Transaction**");
 - (b) discharging and deleting all claims and encumbrances registered against title to the Phase 3 one foot reserve blocks, except permitted encumbrances;
3. such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Approval of the Ninth Report and the Receiver's Activities and the Statements of Receipts and Disbursements

- (a) the Receiver has carried out its duties and responsibilities in accordance with the terms of the Appointment Order and other orders made in these receivership proceedings.

The Phase 3 one foot reserve block Transaction

- (a) the transaction is commercially reasonable and represents the highest and best price available;
- (b) On August 10, 2015 the Receiver transferred the Phase 3 one foot reserve blocks to Hadi subject to an undertaking to discharge all charges, except permitted encumbrances;
- (c) it is in the best interests of the stakeholders that the transaction be approved and completed;
- (d) section 100 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43 ("CJA"); and
- (e) section 247 of the *Bankruptcy and Insolvency Act* (Canada).

Sealing Order

- (a) the Confidential Supplement and the appendices thereto contain sensitive and confidential information, the disclosure of which would be detrimental to the interests of the stakeholders;
- (b) section 137(2) of the CJA.

Approval of Professional Fees

- (a) pursuant to paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver were granted a first charge on the Property as security for the Professional Fees, both before and after the making of the Appointment Order;
- (b) pursuant to paragraph 20 of the Appointment Order, the accounts of the Receiver and its legal counsel must be passed from time to time by a judge of the Ontario Superior Court of Justice; and
- (c) it is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work performed by the Receiver and Miller Thomson LLP in connection with these receivership proceedings.

Other

- (d) The Appointment Order;
- (e) Section 100 of the CJA;
- (f) Rules 1.04, 1.05, 2.03, 3.02(1), 16 and 37 of the Ontario *Rules of Civil Procedure*; and
- (g) Such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) the Ninth Report of the Receiver and the appendices attached thereto dated September 25, 2015;
- (b) the Confidential Supplement to the Ninth Report;
- (c) the Fee Affidavit of Stephen N. Cherniak sworn September 24, 2015 and the exhibits attached thereto;
- (d) the Fee Affidavit of Sherry Kettle sworn September 25, 2015 and the exhibits attached thereto;
- (e) all other pleadings and materials previously filed in these proceedings; and
- (f) Such further and other evidence as counsel may advise and this Honourable Court may permit.

September 25, 2015

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KEVIN D'AMORE
Applicant

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE
and ROYAL TIMBERS INC.

Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor

**NOTICE OF MOTION
(RETURNABLE OCTOBER 6, 2015)**

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Lawyers for BDO Canada Limited,
Receiver of Banwell Development Corporation

TAB "A"

SCHEDULE "A"

Court File No. CV-11-17088

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.)	TUESDAY, THE 6TH DAY
)	
JUSTICE THOMAS)	OF OCTOBER, 2015

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 107 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "Receiver") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. pursuant to the Order of Mr. Justice Thomas dated June 5, 2013, for an Order,

- (a) if necessary, abridging or waiving the time for service and filing, dispensing with service, or validating the method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Ninth Report of the Receiver dated September 25, 2015 and all appendices thereto (the "Ninth Report"), the Confidential Supplement to the Ninth Report (the "Confidential

Supplement") and all supplementary motion materials, if any, and directing that any further service of same be dispensed with such that this motion is properly returnable on October 6, 2015;

- (b) approving the Ninth Report and the activities and conduct of the Receiver described therein;
- (c) sealing the Confidential Supplement to the Ninth Report until further order of the Court;
- (d) approving the Receiver's Interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending September 22, 2015 (the "**Banwell Statement of Receipts and Disbursements**", the "**Royal Timbers Statement of Receipts and Disbursements**" and "**Real Ranchs Trust Account Statement of Receipts and Disbursements**", respectively;
- (e) approving the professional fees and disbursements (the "**Professional Fees**") of BDO, as Receiver; and Miller Thomson LLP, counsel to the Receiver; and
- (f) such further and other relief as this Honourable Court deems just.

was heard this day at the Courthouse 245 Windsor Avenue, Windsor, Ontario.

ON READING the Ninth Report and the Confidential Supplement to the Ninth Report dated September 25, 2105 (the "**Confidential Supplement**") and on hearing the submissions of counsel for the Receiver, and such other persons as may be present and on noting that no other persons appeared, although properly served as appears from the affidavit of _____ sworn September ____, 2015, filed:

1. THIS COURT ORDERS that the time for and method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Receiver's Ninth Report and Confidential Supplement to the Ninth Report, are hereby abridged and validated, as necessary, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used herein and defined in the Ninth Report shall have the same meaning as in the Ninth Report.

3. THIS COURT ORDERS that the Ninth Report and the activities and conduct of the Receiver described in the Ninth Report are hereby approved.

4. THIS COURT ORDERS the Confidential Supplement be sealed until further order of the Court.

5. THIS COURT ORDERS that the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements be and the same are hereby approved; and

6. THIS COURT ORDERS that the Professional Fees of the Receiver and its legal counsel, Miller Thomson LLP, as described in the fee affidavits of Stephen Cherniak sworn September 24, 2015 and Sherry Kettle sworn September 25, 2015 be and the same are hereby approved.

KEVIN D'AMORE

Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Court File No: CV-11-17088

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor

ORDER

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Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

TAB "B"

SCHEDULE "B"

Court File No. CV-11-17088

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.)	TUESDAY, THE 6TH DAY
)	
JUSTICE THOMAS)	OF OCTOBER, 2015

BETWEEN:

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- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 107 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver of the assets, undertakings and properties of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013 (the "Receiver"), for, *inter alia*, an order:

- (a) approving the sale transaction contemplated by an Agreement of Purchase and Sale dated effective August 7, 2015 (the "APS") between the Receiver, as vendor, and Hadi Custom Homes Inc. ("Hadi"), as purchaser, in respect of the Phase 3 one foot reserve blocks, as defined in the Ninth Report of the Receiver

dated September 25, 2015 (the "**Ninth Report**"), and directing the Receiver to complete the transaction contemplated thereby, *nunc pro tunc* (the "**Transaction**");

- (b) discharging and deleting all claims and encumbrances registered against title to the Phase 3 one foot reserve blocks, described in **Schedule "A"**, except permitted encumbrances

was heard this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Ninth Report and on hearing the submissions of counsel for the Receiver, and such other persons as may be present and on noting that no other persons appeared, although properly served as appears from the affidavit of _____ sworn September ____, 2015, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved and the execution of the APS by the Receiver is hereby authorized and approved, *nunc pro tunc*. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction.
2. THIS COURT ORDERS that the Charge registered as Instrument Number CE163177 (the "**Charge**") in favour of Bank of Montreal, in the Land Registry Office of Essex (No. 12), registered against title to the lands and premises described in **Schedule "A"** hereto (the "**Lands**") is hereby discharged and the Land Registrar is directed to delete such instrument from the Lands.
3. THIS COURT ORDERS that the Receivership Order registered as Instrument Number CE569187 in favour of BDO Canada Limited, in the Land Registry Office of Essex (No. 12), registered against title to the Lands is hereby discharged and the Land Registrar is directed to delete such instrument from the Lands.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and all claims and encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority

as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS that, notwithstanding:

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

the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of Banwell and shall not be void or voidable by creditors of Banwell, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

SCHEDULE A - Lands

The lands and premises legally described as:

- Block 149 (Reserve), Plan 12M533- Windsor; PIN: 01566-0715 (LT)
- Block 151 (Reserve), Plan 12M533- Windsor; PIN: 01566-0717 (LT)
- Block 153 (Reserve), Plan 12M533- Windsor; PIN: 01566-0719 (LT)
- Block 155 (Reserve), Plan 12M533- Windsor; PIN: 01566-0721 (LT)
- Block 157 (Reserve), Plan 12M533- Windsor; PIN: 01566-0723 (LT)
- Block 159 (Reserve), Plan 12M533- Windsor; PIN: 01566-0725 (LT)
- Block 161 (Reserve), Plan 12M533- Windsor; PIN: 01566-0727 (LT)
- Block 163 (Reserve), Plan 12M533- Windsor; PIN: 01566-0729 (LT)
- Block 165 (Reserve), Plan 12M533- Windsor; PIN: 01566-0731 (LT)
- Block 167 (Reserve), Plan 12M533- Windsor; PIN: 01566-0733 (LT)
- Block 169 (Reserve), Plan 12M533- Windsor; PIN: 01566-0735 (LT)
- Block 171 (Reserve), Plan 12M533- Windsor; PIN: 01566-0737 (LT)
- Block 173 (Reserve), Plan 12M533- Windsor; PIN: 01566-0739 (LT)
- Block 175 (Reserve), Plan 12M533- Windsor; PIN: 01566-0741 (LT)

KEVIN D'AMORE

Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Court File No: CV-11-17088

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor

ORDER

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Corporation and Royal Timbers Inc.

TAB "2"

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE AND ROYAL TIMBERS INC.**

Respondents

**APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED**

**NINTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

September 25, 2015

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Appendices

- Appendix A** - Appointment Order dated June 5, 2013
- Appendix B** - Eighth Report of the Receiver dated June 12, 2015 (without appendices)
- Appendix C** - Phase 3 Lands Approval and Vesting Order dated June 24, 2015
- Appendix D** - Simba Distribution Order dated June 24, 2015
- Appendix E** - Agreement of Purchase and Sale dated August 7, 2015 between BDO Canada Limited, Receiver of Banwell Development Corporation and Hadi Custom Homes Inc. for the purchase of Blocks 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173 and 175 (Reserves), Plan 12M-533, City of Windsor
- Appendix F** Statement of Receipts and Disbursements – Banwell
- Appendix G** Statement of Receipts and Disbursements – Royal Timbers
- Appendix H** Statement of Receipts and Disbursements – Real Ranchs Trust Account
- Appendix I** Fee affidavit of Stephen N. Cherniak for interim accounts of BDO Canada Limited sworn September 24, 2015
- Appendix J** Fee affidavit of Sherry Kettle for the interim accounts of Miller Thomson LLP sworn September 25, 2015

1. Introduction and Background

1.1 Introduction

- 1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver ("BDO" or the "Receiver") of all assets, undertakings and properties (the "Property") of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. ("Royal Timbers" and collectively with Banwell, the "Companies").
- 1.1.2 Upon application of Bank of Montreal ("BMO"), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the "Appointment Order"). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

- 1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the "Lands"). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the "Royal Timbers Subdivision") and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the "Commercial Plaza").
- 1.2.2 Banwell was originally a joint venture between Mr. Murray Troup ("Troup") and Mr. Patrick D'Amore ("D'Amore"), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D'Amore, as trustee for his sons Kevin D'Amore ("Kevin") and Scott D'Amore ("Scott"), as beneficiaries. In August 2011, D'Amore passed away resulting in D'Amore's 50% shareholding in Banwell vesting equally in each of Kevin and Scott.
- 1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

- 1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza and numerous residential building lots contained in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings, including, but not limited to the following:
- 1.2.5 By Order dated July 23, 2013 (the "**Omnibus Approval and Vesting Order**"), as amended by Order dated December 2, 2013 (the "**Amended Omnibus Approval and Vesting Order**") Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell's right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013 (the "**Commercial Plaza Approval and Vesting Order**"), Mr. Justice Thomas, among other things, approved the Commercial Plaza Transaction, vesting all of Royal Timbers' right, title and interest in the Commercial Plaza in Avila Investments Limited, directed the Receiver to hold the net proceeds and declared that the Encumbrances attached to such net proceeds in the same manner and to the same extent as they attached to the Commercial Plaza prior to completing the Commercial Plaza Transaction.
- 1.2.7 By Order dated January 27, 2014 (the "**Distribution Order**"), Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.

- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots owned by Real Ranchs Inc. ("the **Real Ranchs' Lots**"), discharging BMO and Simba Group Developments Limited ("**Simba**") mortgage security from title to the Real Ranchs' Lots; and directing the Receiver to hold the net proceeds from the sale of the Real Ranchs' Lots in a segregated trust account. The Order also approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor ("**Block 200**") to 838605 Ontario Limited and vested all of Royal Timbers' right, title and interest in Block 200 in 8388605 Ontario Limited.
- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell indebtedness to BMO when such funds are available to the Receiver.
- 1.2.11 The Receiver submitted an Eighth Report to the Court dated June 12, 2015 (the "**Eighth Report**") in support of a motion for an Order approving the sale of Lots 103-106, Block 121 and Block 122 Plan 12M-533, Windsor (the "**Phase 3 Lands**") to Hadi Custom Homes Inc. ("**Hadi**") and directing the Receiver to complete the transaction (the "**Phase 3 Lands Transaction**") and vesting in Hadi all of the Banwell's right, title and interest in the Phase 3 Lands free and clear of any and all claims and encumbrances (the "**Encumbrances**"). The Eighth Report was also submitted to provide the Court with information on the status of litigation that the Companies are parties to and the results of the review by the Receiver and its legal counsel of the mortgage security held by Simba and D'Amore. A copy of the Eighth Report (without appendices) is attached as **Appendix B**.
- 1.2.12 By Order dated June 24, 2015 (the "**Phase 3 Lands Approval and Vesting Order**") Mr. Justice Thomas approved the Phase 3 Lands Transaction and vested

all of Banwell's right, title and interest in Hadi. A copy of the Phase 3 Lands Approval and Vesting Order is attached as **Appendix C**.

- 1.2.13 By further Order dated June 24, 2015 (the "**Simba Distribution Order**") Mr. Justice Thomas approved the distribution to Simba and the estate of D'Amore of an amount equal to all amounts secured by the Simba and D'Amore mortgages, as defined in the Eighth Report, as and when funds are available to the Receiver provided that prior to making such distribution written notice is provided to the Service List. A copy of the Simba Distribution Order is attached as **Appendix D**.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Ninth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Receiver's Ninth Report

3.1 This constitutes the Receiver's Ninth Report to the Court (the "**Ninth Report**") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Eighth Report;
 - (ii) the Receiver's recommendation with respect to the conveyance of the one foot reserve blocks registered in favour of Banwell, being Blocks 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173 and 175 (Reserves), Plan 12M-533, City of Windsor (the "**Phase 3 one foot reserve blocks**");
 - (iii) the Receiver's recommendation with respect to Court Action No. 06-CV-006763 (the "**Consolidated Action**")
- (b) In support of an order of the Court:
 - (i) approving the Ninth Report and the activities of the Receiver described therein;
 - (ii) sealing the Confidential Supplement to the Ninth Report until further Order of the Court;
 - (iii) approving the Agreement of Purchase and Sale dated effective August 7, 2015 between the Receiver, as vendor, and Hadi as purchaser, (the "**Phase 3 one foot reserve block APS**"), in respect of the Phase 3 one foot reserves and directing the Receiver to complete the transaction contemplated therein, *nunc pro tunc*, (the "**Phase 3 one foot reserve block Transaction**");
 - (iv) deleting from title all claims and encumbrances to the Phase 3 one foot reserve blocks, except permitted encumbrances;

- (v) approving the Receiver's interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending September 22, 2015 (the "**Banwell Statement of Receipts and Disbursements**", the "**Royal Timbers Statement of Receipts and Disbursements**" and "**Real Ranchs Trust Account Statement of Receipts and Disbursements**", respectively);
- (vi) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**"); and
- (vii) approving the professional fees and disbursements of Miller Thomson LLP ("**MT**"), counsel to the Receiver ("**MT Fees**" and collectively with the BDO Fees, the "**Professional Fees**").

4. Receiver's Activities

- 4.1 In its Eighth Report the Receiver reported to the Court on its activities through June 12, 2015.
- 4.2 In this the Ninth Report, the Receiver reports on its activities since the date of the Eighth Report.

Royal Timbers subdivision

- 4.3 On August 10, 2015, pursuant to the Phase 3 Lands Approval and Vesting Order, the Receiver completed the sale of Lots 103-106 and Blocks 121 and 122, Plan 12M-533 to Hadi.
- 4.4 The completion of the Phase 3 Lands Transaction is further discussed in Section 5 of the Ninth Report.
- 4.5 As outlined in the Eighth Report, the Receiver has completed the sale of 59 residential lots owned by Banwell. The Receiver has also completed the sale of the 22 Real Ranchs' Lots. In addition, the Receiver completed the sale of Lot 100 under power of sale, for a total of 82 lots sold to date. At this time one serviced residential lot owned by Banwell remains available for sale.
- 4.6 For a majority of the lots sold by the Receiver, a portion of the purchase price was satisfied by a vendor take back ("VTB") mortgage. Where the Receiver holds a VTB mortgage over more than one lot, the mortgages granted to the Receiver provide for partial discharges, with the Receiver to receive payment of a portion of the VTB mortgage as individual homes are completed and sold. Since the Eighth Report the Receiver has received VTB mortgage payouts and provided partial discharges of several mortgages.
- 4.7 On transactions that have been completed to the date of the Ninth Report, the outstanding VTB mortgage principal at September 22, 2015 is \$1,967,500.00.
- 4.8 In addition, Banwell holds a VTB mortgage from Petvin Homes Inc. ("Petvin")

maturing on November 30, 2015, with an outstanding principal of \$164,700. The Petvin VTB mortgage originates from the sale of lots prior to the appointment of the Receiver and was discussed in detail in the Sixth Report of the Receiver.

- 4.9 With all lots in Phase 2 of the Royal Timbers subdivision sold, and homes constructed on most of the lots, the Receiver is of the view that the roadways and sidewalks in Phase 2 should be completed and turned over to the City of Windsor (the "**City**"). As outlined in the Sixth Report of the Receiver, at the request of the City, the Receiver previously completed the Phase 2 sidewalks.
- 4.10 The completion of the Phase 2 roads includes the repair of concrete curbs, raising of catch basins, removal and repair of base asphalt to the extent necessary, and application of surface asphalt (the "**Phase 2 completion**"). Several years have elapsed between the base asphalt and the application of surface asphalt. As a result, the Receiver will incur greater than normal costs for base asphalt repair and replacement. Ultimately, the extent of base asphalt repair required will be determined by City specifications and standards.
- 4.11 The Receiver engaged RC Spencer Associates Inc. ("**Spencer**") to prepare a preliminary estimate of cost, prepare tenders and oversee the project on behalf of the Receiver.
- 4.12 Based on the tenders received to date, the total cost of the Phase 2 completion will likely exceed \$700,000. The Receiver is holding sufficient funds to pay for the Phase 2 completion and will attempt to complete Phase 2 prior to December 2015. The Receiver has engaged Coco Concrete Inc. to carry out the concrete portion of the project and is currently reviewing the asphalt quotations received.

Commercial Lands

- 4.13 As outlined in the Eighth Report, on May 29, 2015 the Receiver entered into a listing agreement with CBRE Limited ("**CBRE**") for the sale of the commercial property municipally known as 3155 Banwell Road, Windsor ("**3155 Banwell**"). This listing price was \$349,900.
- 4.1 3155 Banwell is a fully serviced parcel of vacant land comprising approximately

0.57 acres. It is located near the corner of Banwell Road and Tecumseh Road, adjacent to a national brand service station that occupies the south west corner.

- 4.2 CBRE recommended the sale of 3155 Banwell by a modified tender process, with a deadline for offers of July 22, 2015 (the "**3155 Banwell Sale Process**").
- 4.3 As a result of the 3155 Banwell Sale Process, and after negotiations, on July 24, 2015 the Receiver accepted an offer to purchase 3155 Banwell for greater than the listing price. The Agreement of Purchase and Sale was subject to certain conditions.
- 4.4 On September 18, 2015 the purchaser of 3155 Banwell advised that the conditions could not be fulfilled and a mutual release was executed.
- 4.5 The Receiver will continue to list 3155 Banwell for sale with CBRE at a list price of \$349,900.
- 4.6 Banwell is the owner of two adjacent parcels of vacant commercial land, located on Tecumseh Road East, comprising approximately 3.8 acres (the "**Tecumseh parcels**"). On June 25, 2015 the Receiver entered into a listing agreement with CBRE. The listing price of \$1,499,000 was determined with reference to appraisals obtained and the input of the realtor.
- 4.7 On September 21, 2015 the Receiver reduced the listing price for the Tecumseh parcels to \$1,420,000.
- 4.8 In addition to 3155 Banwell and the Tecumseh parcels, Banwell and Royal Timbers own seven (7) parcels of commercial land located on the west side of Banwell Road, south of Tecumseh Road. The Receiver intends to list these properties for sale with an experienced commercial realtor in October 2015.

5. Phase 3 Lands – Banwell one foot reserve blocks

- 5.1 The Eighth Report outlined the Receiver's sale of the Phase 3 Lands to Hadi and recommended the Court approve the Phase 3 Lands transaction. By the Phase 3 Lands Approval and Vesting Order Mr. Justice Thomas approved the Phase 3 Lands Transaction and vested all of Banwell's right, title and interest in Hadi.
- 5.2 The Phase 3 Lands are subject to Subdivision Agreement with the City, registered on title as CE 166602 (the "**Subdivision Agreement**"). The developer of the Phase 3 Lands will extend McRobbie Road south of Mulberry Road to Wildwood Drive. The Subdivision Agreement provides for the developer to recover a portion of its servicing costs from property owners on the east side of Robinet Road (the "**Robinet Road property owners**"). At some future date, the Robinet Road property owners may elect to sever the rear portion of their lots to create serviced lots fronting onto McRobbie Road that can be connected into the new municipal services. The Robinet Road property owners are required to pay for their respective share of the servicing costs (the "**Robinet Road Lots Servicing Reimbursement**").
- 5.3 In order to secure the developer's costs of servicing McRobbie Road, a one foot reserve block was registered on title to the Robinet Road Lots in favour of each of the City and Banwell.
- 5.4 The Robinet Road Lots Servicing Reimbursement applies to both the developed Phase 2 of the Royal Timbers subdivision as well as Phase 3, which is still to be developed. The Robinet Road Lots Servicing Reimbursement was also discussed in Section 5 of the Third Report of the Receiver dated November 25, 2013.
- 5.5 The Phase 3 one foot reserve blocks are registered in favour of Banwell against the Robinet Road lots backing onto the McRobbie Road road allowance. It is the Receiver's view that the Phase 3 one foot reserve blocks should be under the control of the party that develops the Phase 3 Lands and incurs the servicing costs. However, the Phase 3 one foot reserve blocks were not included in the

Phase 3 Lands APS between the Receiver and Hadi.

- 5.6 The Phase 3 Lands Transaction was completed on August 10, 2015.
- 5.7 As a condition of the completion of Phase 3 Lands Transaction, on August 7, 2015 the Receiver entered into the Phase 3 one foot reserve blocks APS with Hadi to convey the Phase 3 one foot reserve blocks to Hadi for nominal consideration. The Phase 3 one foot reserve block APS contains the same terms and conditions as the Phase 3 Lands APS. The Phase 3 one foot reserve block APS is attached as **Appendix E** to the Ninth Report.
- 5.8 On August 10, 2015 the Receiver transferred the Phase 3 one foot reserve blocks to Hadi subject to an undertaking to discharge all charges, except permitted encumbrances. The Receiver recommends that the Court approve the completion of the Phase 3 one foot reserve block Transaction, *nunc pro tunc*.
- 5.9 The Receiver requests that the Court grant an Order deleting the Appointment Order and discharging a charge registered in favour of Bank of Montreal from title to the Phase 3 one foot reserve blocks.

6. Litigation – The Consolidated Action

- 6.1 As discussed in Section 7.5 of the Eighth Report, the Receiver and MT undertook a full review of the Consolidated Action.
- 6.2 The review and analysis of the Consolidated Action is contained in the Confidential Supplement. MT provided its recommendation to the Receiver in a letter dated September 22, 2015 which is attached as **Appendix A** to the Confidential Supplement.
- 6.3 The Receiver agrees with MT's recommendation and recommends to the Court that the stay of proceedings in the Receivership Order be lifted to permit the claim being made by D'Amore Construction (2000) Ltd. against Banwell in the Consolidated Action to proceed and that the claims being made by the Companies in the Consolidated Action either (a) be excluded from the property of the receivership to enable the Companies to continue the pursuit of those claims outside of the receivership as they see fit or, (b) be assigned for consideration to the shareholders of the Companies. Given the sensitive nature of the contents of MT's letter, the Receiver seeks a sealing order with respect to that letter.

7. Statement of Receipts and Disbursements of the Receiver

7.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell, Royal Timbers and the Real Ranchs Trust Account. Attached as **Appendix F, Appendix G and Appendix H** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements. The Sixth Report provided full details of the Receiver's receipts and disbursements through February 13, 2015. The Seventh and Eighth Reports provided details only of material changes since the previous report. The Eighth Report included a Statements of Receipts and Disbursements to June 9, 2015. Details of accounts with material changes since June 9, 2015 are as follows:

7.2 Receipts - Banwell

- a) *Sale of Lots (\$1,712,405.29)* — The Receiver received net proceeds totalling \$1,712,405.29 from completing the sales of 60 serviced lots in the Royal Timbers subdivision and the unserviced Phase 3 Lands. Proceeds received are net of VTB mortgages received as consideration and property tax arrears paid to the City. The net proceeds include VTB registration fees of \$3,842.00 paid by the purchasers.
- b) *VTB Mortgage Payouts (\$968,000.00)* — Several VTB mortgages have matured and the full principal was repaid. In addition, the Receiver has provided partial discharges of mortgages where a builder has completed and sold a home and repaid the applicable VTB mortgage on closing. The Receiver has received \$968,000.00.
- c) *GST/HST refunds (\$208,476.40)* — The Receiver has filed HST returns and received refunds totalling \$208,476.40.

7.3 Disbursements - Banwell

- a) *Property taxes (\$505,352.60)* — The Receiver paid \$505,362.60 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, current 2014 property taxes and the first five installments of 2015 property taxes. The amount paid includes property tax arrears and 2014 and 2015 current installments on the Real Ranchs' Lots totalling \$116,335.63 which will be repaid to Banwell from the Real Ranchs Trust Account.
- b) *Receiver's fees (\$330,257.51)* – BDO's account for the period March 11, 2015 to May 17, 2015 in the amount of \$58,165.75, excluding HST, was approved by the Court on June 24, 2015 and one half was subsequently paid from the Banwell account. Also, one half of BDO's account for the period May 17, 2015 to June 19, 2015 in the amount of \$21,034.85, excluding HST, was paid from the Banwell bank account. This account is subject to Court approval.
- c) *Legal fees (\$228,700.97)* – MT's accounts for the period March 1, 2015 to May 31, 2015 in the amount of \$65,777.53, excluding HST, were approved by the Court on June 24, 2015 and one half was subsequently paid from the Banwell account.
- d) *HST Paid (\$145,566.80)* — The Receiver paid \$145,566.80 in HST on its disbursements.
- e) *Appraisal fees (\$40,946.85)* — The Receiver paid \$28,446.85 to Metrix and Valco for appraisals of the Banwell Lots and commercial parcels. \$12,500.00 was paid to Tracey Business Advisors Inc. for an estimate of the fair market value of Banwell and Royal Timbers.
- f) *Accounting fees (\$30,600.00)* — The Receiver paid \$30,600.00 to Hyatt Lassaline LLP for the preparation of Banwell financial statements and income tax returns.

7.4. Receipts – Royal Timbers

- a) There have been no material receipts in the Royal Timbers account since June 9, 2015.

7.5. Disbursements – Royal Timbers

- a) *Property taxes (\$275,722.53)* — The Receiver paid \$275,722.53 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, current 2014 property taxes and the first five installments of 2015 property taxes.
- b) *Receiver's fees (\$196,358.65)* – BDO's account for the period March 11, 2015 to May 17, 2015 in the amount of \$58,165.75, excluding HST, was approved by the Court on June 24, 2015 and one half was subsequently paid from the Royal Timbers account. Also, one half of BDO's account for the period May 17, 2015 to June 19, 2015 in the amount of \$21,034.85, excluding HST, was paid from the Royal Timbers bank account. This account is subject to Court approval.
- c) *Legal fees (\$146,757.30)* – MT's accounts for the period March 1, 2015 to May 31, 2015 in the amount of \$65,777.53, excluding HST, were approved by the Court on June 24, 2015 and one half was subsequently paid from the Royal Timbers account.
- d) *HST Paid (\$59,947.87)* — The Receiver has paid \$59,947.870 in HST on its disbursements
- e) *Accounting fees (\$30,650.00)* — The Receiver paid \$30,650.00 to Hyatt Lassaline LLP for the preparation Royal Timbers financial statements and income tax returns.
- f) *Appraisal fees (\$22,498.90)* — The Receiver paid \$22,498.90 to Metrix and Valco for appraisals of the Commercial Plaza and Commercial Lands.

- g) *Legal fees Affleck Greene - (\$10,417.05)* — The Receiver paid \$10,417.05 to Affleck Greene McMurtry LLP for the legal fees of Peter Greene in connection with the Lepera Appeal, as discussed in the Eighth Report.

7.6. Receipts – Real Ranchs Trust Account

- a) *Mortgage Payouts (\$79,000.00)* — Since June 9, 2015, the Receiver provided a partial discharge of the mortgage on Lot 27 12M-546 upon the repayment the applicable VTB mortgage of \$39,500.00 by Hadi.

7.7. Disbursements – Real Ranchs Trust Account

- a) There have been no disbursements from the Real Ranchs Trust Account since June 9, 2015.
- b) *Property taxes* — The Receiver paid property tax arrears and 2014 and 2015 current installments on the Real Ranchs' Lots totalling \$116,635.63 from the Banwell account. This amount will be repaid to Banwell when funds are available from the sale of lots and repayment of VTB mortgages.

8. Fees and Disbursements of the Receiver and Counsel to the Receiver

8.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable Professional Fees in each case at their standard rates and charges and the Receiver and counsel to the Receiver have been granted 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 as security for payment of the Professional Fees (the "Receiver's Charge").

8.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its Professional Fees when and as approved by the Court.

8.3 Attached as **Appendix I** is the fee affidavit of Stephen N. Cherniak sworn September 24, 2015 containing BDO's interim accounts as Receiver for the following periods:

- o May 17, 2015 to June 19, 2015
- o June 19, 2015 to August 14, 2015

8.4 The Receiver's fees to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$505,581.14
Fees paid, but not yet Court approved	-	21,034.85
Fees neither paid, nor Court approved	-	<u>19,542.25</u>
		<u>\$546,158.24</u>

8.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.

8.6 Attached as **Appendix J** is the fee affidavit of Sherry Kettle, sworn September 25,

2015 containing the interim accounts of MT for the period June 1, 2015 to August 31, 2015.

8.7 MT's fees to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$375,458.27
Fees paid, but not yet Court approved	-	\$ 0.00
Fees neither paid, nor Court approved	-	<u>31,131.44</u>
		<u>\$406,589.71</u>

8.8 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods. The Receiver recommends approval of the Professional Fees by the Court.

9. Recommendations

- 9.1 The Receiver recommends and respectfully requests that this Court grant an Order:
- a) approving the Receiver's Ninth Report, the Confidential Supplement and the activities and actions of the Receiver described therein;
 - b) sealing the Confidential Supplement filed with the Court from the public record until further order of the Court;
 - c) approving the Phase 3 one foot reserve block APS and authorizing and directing the Receiver to complete the Phase 3 one foot reserve block Transaction, *nunc pro tunc*;
 - d) deleting from title all claims and encumbrances to the Phase 3 one foot reserve blocks, except permitted encumbrances;
 - e) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranches Trust Account Statement of Receipts and Disbursements; and
 - f) approving the Professional fees

All of which is Respectfully Submitted this 25th day of September, 2015.

BDO Canada Limited in its capacity as Court Appointed Receiver of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and not in any personal capacity


Per: Stephen N. Cherniak, CPA, CA, CIRP
Senior Vice President

TAB "A"

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

) *Wednesday*, THE *5th*

JUSTICE

Bruce G. Thomas

DAY OF JUNE 2013

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS
CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

ORDER

THIS MOTION made by Bank of Montreal ("BMO") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited as interim receiver-manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. (collectively, the "Corporations") acquired for, or used in relation to a business carried on by the Corporations, was heard this day at 245 Windsor Ave, Windsor Ontario, pending completion of the valuation and sales process ordered pursuant to the Order of The Honourable Bruce Thomas rendered July 26, 2012 (the "July 26, 2012 Order")

ON READING the Affidavits of Grey Fedoryn sworn May 13, 2013 and May 22, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the

Respondents and Bank of Montreal ("BMO") and the Consent of the Respondents Banwell Development Corporation, Royal Timbers Inc. (hereinafter referred to as the "Corporations") and the respondents Scott D'Amore Executor for the Estate of Patrick D'Amore, Scott D'Amore ("Scott"), Kevin D'Amore ("Kevin"), 928579 Ontario Limited ("928579"), and of Simba Group Developments Limited and BMO and on reading the consent of BDO Canada Limited. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 248(3)(b) and 209 of the *Business Corporations Act* R.S.O. 1990 c. B16 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, BDO Canada Limited is hereby appointed Receiver-Manager, without security, of all of the assets, undertakings and properties of the Corporations acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (the "Property"). The Receivership shall not terminate prior to repayment of the amounts owing by the Corporations to BMO. The Receiver's mandate is to forthwith refinance or realize upon the Property as may be required in order to repay the debts owing by the Corporations to BMO and to pay realty taxes owing upon the Property. For greater certainty, the implementation of the July 26, 2012 Order will not delay or hinder the Receiver from carrying out its mandate.

RECEIVER'S POWERS

3. 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 of 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 Corporations, 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 Corporations;
- 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 purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Corporations or any part or parts thereof;
- f. to receive and collect all monies and accounts now owed or hereafter owing to the Corporations and to exercise all remedies of the Corporations in collecting such monies, including, without limitation, to enforce any security held by the Corporations;
- g. to settle, extend or compromise any indebtedness owing to the Corporations;
- h. 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 Corporations, for any purpose pursuant to this Order;

- i. to undertake environmental or workers' health and safety assessments of the Property and operations of the Corporations;
- 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 Corporations, the Property or the Receiver, and to settle or compromise any such proceedings save and except for the proceedings that relate to the July 26, 2012 Order. 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 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;
- l. to sell, convey, transfer, lease or assign the Property or any part or parts thereof in the ordinary course of business,
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; 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;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply. The Receiver is permitted to sell, convey or transfer the assets of Banwell Development Corporation and to use the proceeds to pay the debts of Royal Timbers Inc.

- m. 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;
- n. to report to, meet with and discuss with BMO and 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;
- o. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p. 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 Corporations;
- q. to exercise any shareholder, partnership, joint venture or other rights which the Corporations may have; and
- r. 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 Corporations, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Corporations, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, 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 (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.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Corporations, 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 or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 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 due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **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 for the purpose of allowing the Receiver 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 in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

REPORT TO COURT

7. **THIS COURT ORDERS** that the Receiver will deliver its first report to the Court on notice to BMO, Scott, Kevin and 928579 and all other interested parties within 45 days following its appointment, which report will include its plan to carry out its mandate and the steps taken to date.

FINANCIAL REPORTING TO STAKEHOLDERS

8. **THIS COURT ORDERS** that the Receiver shall provide monthly financial reporting on the 10th day of each month (and if the 10th is not a business day, the first business day following the 10th day of each month) to BMO, Scott, Kevin and 928579, including, but not limited to, a statement of receipts and disbursements related to the Corporations and their operations.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **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 except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATIONS OR THE PROPERTY

10. **THIS COURT ORDERS** that, save and except for the July 26, 2012 Order, no Proceeding against or in respect of the Corporations 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 Corporations or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Corporations, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporations to carry on any business which the Corporations is not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporations 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.

NO INTERFERENCE WITH THE RECEIVER

12. **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 Corporations, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Corporations 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 Corporations 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 Corporation's 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 Corporations 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

14. **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

15. **THIS COURT ORDERS** that all employees of the Corporations shall remain the employees of the Corporations until such time as the Receiver, on the Corporation's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as the Receiver may specifically agree in writing to pay, or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **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 Corporations, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 (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 THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part, or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **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, 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, 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.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the of the Ontario Superior Court of Justice sitting in Essex County.

21. **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 normal 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.

FUNDING OF THE RECEIVERSHIP

22. **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 total outstanding principal amount does not exceed \$500,000 (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 whole of the Property 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.

23. **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.

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

25. **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.

GENERAL

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

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

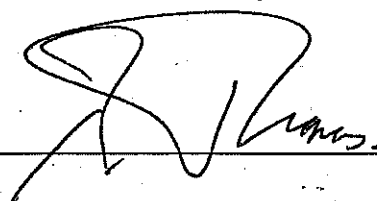
28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

29. **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, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. **THIS COURT ORDERS** that BMO shall have its costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Corporations' estate with such priority and at such time as this Court may determine.

31. **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.

ENTERED AT WINDSOR
In Book No. 24
Document No. 729
JUN - 5 2013
VB



 JUSTICE

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of June, 2013 (the "Order") made in an action having Court file number _____ 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, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the 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 such 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 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 5th day of June, 2013.

BDO Canada Limited

solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

KEVIN D'AMORE

-and- BANWELL DEVELOPMENT
CORPORATION et al
Defendants

Plaintiff

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
WINDSOR

ORDER
ARDAVET OF SERVICE

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Lawyers for the Bank of Montreal

TAB "B"

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE AND ROYAL TIMBERS INC.**

Respondents

**APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED**

**EIGHTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

June 12, 2015

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Appendices

- Appendix A** - Appointment Order dated June 5, 2013
- Appendix B** - Reasons of Mr. Justice Thomas dated May 13, 2015
- Appendix C** - Legal opinion of Miller Thomson LLP dated June 5, 2015 on the validity of the Simba Group Developments Limited and Patrick D'Amore mortgage security
- Appendix D** - Statement of Receipts and Disbursements – Banwell
- Appendix E** - Statement of Receipts and Disbursements – Royal Timbers
- Appendix F** - Statement of Receipts and Disbursements – Real Ranchs Trust Account
- Appendix G** - Fee affidavit of Stephen N. Cherniak for interim accounts of BDO Canada Limited sworn June 12, 2015
- Appendix H** - Fee affidavit of Sherry Kettle for the interim accounts of Miller Thomson LLP sworn June 11, 2015

1. INTRODUCTION AND BACKGROUND

1.1 Introduction

- 1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver ("BDO" or the "Receiver") of all assets, undertakings and properties (the "Property") of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. ("Royal Timbers" and collectively with Banwell, the "Companies").
- 1.1.2 Upon application of Bank of Montreal ("BMO"), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the "Appointment Order"). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

- 1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the "Lands"). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the "Royal Timbers Subdivision") and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the "Commercial Plaza").
- 1.2.2 Banwell was originally a joint venture between Mr. Murray Troup ("Troup") and Mr. Patrick D'Amore ("D'Amore"), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D'Amore, as trustee for his sons Kevin D'Amore ("Kevin") and Scott D'Amore ("Scott"), as beneficiaries. In August 2011, D'Amore passed away resulting in D'Amore's 50% shareholding in Banwell vesting equally in each of Kevin and Scott.
- 1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

- 1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza and numerous residential building lots contained in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings, including, but not limited to the following:
- 1.2.5 By Order dated July 23, 2013 (the "**Omnibus Approval and Vesting Order**"), as amended by Order dated December 2, 2013 (the "**Amended Omnibus Approval and Vesting Order**") Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell's right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013 (the "**Commercial Plaza Approval and Vesting Order**"), Mr. Justice Thomas, among other things, approved the Commercial Plaza Transaction, vesting all of Royal Timbers' right, title and interest in the Commercial Plaza in Avila Investments Limited, directed the Receiver to hold the net proceeds and declared that the Encumbrances attached to such net proceeds in the same manner and to the same extent as they attached to the Commercial Plaza prior to completing the Commercial Plaza Transaction.
- 1.2.7 By Order dated January 27, 2014 (the "**Distribution Order**"), Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.

- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots owned by Real Ranchs Inc. ("the **Real Ranchs' Lots**), discharging BMO and Simba Group Developments Limited ("**Simba**") mortgage security from title to the Real Ranchs' Lots; and directing the Receiver to hold the net proceeds from the sale of the Real Ranchs' Lots in a segregated trust account. The Order also approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor ("**Block 200**") to 838605 Ontario Limited and vested all of Royal Timbers' right, title and interest in Block 200 in 8388605 Ontario Limited.
- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell indebtedness to BMO when such funds are available to the Receiver.
- 1.2.11 The Receiver submitted a Seventh Report to the Court dated April 10, 2015 (the "**Seventh Report**") to provide the Court with information on the status of litigation that the Companies are parties to and the Receiver's position with respect to the Cross-Motion of 928579 Ontario Limited ("**928579 Ontario**")
- 1.2.12 928579 Ontario sought an Order directing the Receiver to pay certain amounts to Wintru Developments Inc. ("**Wintru**") for management and administrative services provided. 928579 Ontario also sought an Order directing the Receiver to accept an offer from 782777 Ontario Limited to purchase certain unserviced residential lands described in detail in this report as the Phase 3 Lands.
- 1.2.13 In reasons issued May 13, 2015, Mr. Justice Thomas held that the Receiver was not required to pay the amounts claimed for management and administrative

services and declined to make the Order sought by 928579 Ontario with respect to the Phase 3 Lands.

1.2.14 The May 13, 2015 reasons of Mr. Justice Thomas are attached as **Appendix B**.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Eighth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "Information"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Receiver's Eighth Report

3.1 This constitutes the Receiver's Eighth Report to the Court (the "Eighth Report") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Seventh Report;
 - (ii) the Receiver's recommendation with respect to the sale of unserved residential development land known as Lots 103-106, Block 121 and Block 122 Plan 12M-533 (PIN 1566-0669, 1566-0670, 1566-0671, 1566-0672, 1566-0687, 1566-0688 (LT)), Windsor ("Phase 3 Lands");
 - (iii) the status of certain litigation that the Companies are parties to; and
 - (iv) the review by the Receiver and its legal counsel of the mortgage security held by Simba and Patrick D'Amore.

- (b) In support of an order of the Court:
 - (i) approving the Eighth Report and the activities of the Receiver described therein;
 - (ii) sealing the Confidential Supplement to the Eighth Report until further Order of the Court;
 - (iii) approving the Agreement of Purchase and Sale dated effective June 2, 2015 between the Receiver, as vendor, and Hadi Custom Homes Inc. ("Hadi"), as purchaser, (the "Phase 3 Lands APS"), in respect of the Phase 3 Lands and directing the Receiver to enter into and complete the transaction contemplated therein (the "Phase 3 Lands Transaction") and thereafter to file the Receiver's certificate;

- (iv) vesting in Hadi all of Banwell's right, title and interest in and to the Phase 3 Lands free and clear of any and all claims and encumbrances;
- (v) authorizing the Receiver to make distributions to Simba and the estate of Patrick D'Amore, as funds are available, of the amount secured by the Simba and D'Amore Mortgages, as defined below;
- (vi) approving the Receiver's interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending June 9, 2015 (the "**Banwell Statement of Receipts and Disbursements**", the "**Royal Timbers Statement of Receipts and Disbursements**" and "**Real Ranchs Trust Account Statement of Receipts and Disbursements**", respectively);
- (vii) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**"); and
- (viii) approving the professional fees and disbursements of Miller Thomson LLP ("**MT**"), counsel to the Receiver ("**MT Fees**" and collectively with the BDO Fees, the "**Professional Fees**").

4. Receiver's Activities

- 4.1 In its Seventh Report the Receiver reported to the Court on its activities through April 10, 2015.
- 4.2 In this the Eighth Report, the Receiver reports on its activities since the date of the Seventh Report.

Sale of Royal Timbers subdivision lots

- 4.3 On April 24, 2015, pursuant to the Amended Omnibus Approval and Vesting Order, the Receiver completed the sale of Lots 12, 16, 17, 18, 20, 21 and 23, Plan 12M-546 to Hadi.
- 4.4 The Receiver has completed the sale of 59 residential lots owned by Banwell. The Receiver has also completed the sale of the 22 Real Ranchs' Lots. In addition, the Receiver completed the sale of Lot 100 under power of sale, for a total of 82 lots sold to date.
- 4.5 At this time one serviced residential lot owned by Banwell remains available for sale.
- 4.6 For a majority of the lots sold by the Receiver, a portion of the purchase price was satisfied by a vendor take back ("VTB") mortgage. Where the Receiver holds a VTB mortgage over more than one lot, the mortgages granted to the Receiver provide for partial discharges, with the Receiver to receive payment of a portion of the VTB mortgage as individual homes are completed and sold. Since the Seventh Report the Receiver has received VTB mortgage payouts and provided partial discharges of several mortgages.
- 4.7 On transactions that have been completed to the date of the Eighth Report, the outstanding VTB mortgage principal at June 9, 2015 is \$2,519,500.
- 4.8 In addition, Banwell holds a VTB mortgage from Petvin Homes Inc. ("Petvin") with an outstanding principal of \$164,700. The Petvin VTB mortgage originates from

the sale of lots prior to the appointment of the Receiver and was discussed in the Sixth Report.

Commercial Lands

- 4.9 The Receiver has commissioned appraisals of the several parcels of commercial lands owned by Banwell and Royal Timbers.
- 4.10 The Receiver obtained two marketing proposals for the sale of the commercial property municipally known as 3155 Banwell Road, Windsor ("3155 Banwell") and entered into a listing agreement with CBRE Limited. The listing price of \$349,900 was determined with reference to the appraisals and the Receiver's experience based on the sale of Block 200.

5. Sale of Phase 3 lands

- 5.1 The Seventh Report described the "Phase 3 Lands" and outlined the basis for the Receiver rejecting an offer from 782777 Ontario Limited ("782777 Ontario"), a corporation controlled by Troup, to purchase the Phase 3 Lands. It was the Receiver's view that the Phase 3 Lands should be more widely exposed to the market.
- 5.2 As noted in the Background section of this report, Troup brought a motion requiring the Receiver to accept the Offer of 782777 Ontario for the Phase 3 Lands. The Court dismissed the motion.
- 5.3 Accordingly, the Receiver conducted an Invitation for Offers sales process with respect to the Phase 3 Lands. The Receiver prepared an information package on the Phase 3 Lands and requested the shareholders of Banwell to provide names of any known parties who may be interested in purchasing the Phase 3 Lands.
- 5.4 The Receiver advised parties who had previously purchased lots from the Receiver of the Phase 3 Lands sales process. In addition, the Receiver placed an advertisement in the Windsor Star on May 14, 2015 advising of the Receiver's sale process for the Phase 3 Lands.
- 5.5 The Receiver established a deadline for offers of Friday May 29, 2015 (the "Offer Deadline").
- 5.6 The Receiver provided the information package by electronic mail to seven (7) interested parties.
- 5.7 The Receiver received two offers to purchase the Phase 3 lands on or before the Offer Deadline. Particulars of the offers are contained in the Confidential Supplement.
- 5.8 As a result of the Phase 3 Lands Sale Process, the Receiver entered into an agreement of purchase and sale with Hadi for the Phase 3 Lands effective June 2, 2015 (the "Phase 3 Lands APS").

- 5.9 A copy of the Phase 3 APS is attached as **Appendix A** to the Confidential Supplement.
- 5.10 The Receiver commissioned an appraisal of the Phase 3 Lands, in their unserviced state, from Metrix Realty Group of London, Ontario ("**Metrix**"). Selected portions of the appraisal report dated April 9, 2015 (the "**Metrix Phase 3 Lands appraisal**") are attached as **Appendix B** to the Confidential Supplement.
- 5.11 The Receiver commissioned an appraisal of the Phase 3 Lands, in their unserviced state, from Valco Real Estate Appraisers & Consultants of London, Ontario ("**Valco**"). Selected portions of the appraisal report dated April 13, 2015 (the "**Valco Phase 3 Lands appraisal**") are attached as **Appendix C** to the Confidential Supplement.
- 5.12 The Receiver's analysis of the Phase 3 Lands Transaction is contained in the Confidential Supplement.
- 5.13 The Receiver requests that this Court seal the Confidential Supplement in order to avoid the negative impact which the dissemination of the confidential information contained therein might have should the Phase 3 Lands Transaction fail to close for any reason. Publication of the purchase price would undermine the fairness of the resumption of the sale process that may be required if the transaction does not close.
- 5.14 The Phase 3 Lands Transaction is scheduled to be completed on July 31, 2015 in the event that the Court grants an Approval and Vesting Order.
- 5.15 It is the Receiver's view that that the Phase 3 Lands Transaction is appropriate in the circumstances.
- 5.16 The Receiver is of the view that it has maximized the realization available and the Phase 3 Lands Transaction is commercially reasonable in all respects. Given the foregoing, the Receiver is of the view that the Phase 3 Lands Transaction is in the best interest of the creditors and other stakeholders of the Companies.

- 5.17 The Receiver recommends that this Court approve the completion of the Phase 3 Lands Transaction.
- 5.18 The Receiver requests that the Court grant an Approval and Vesting Order in favour of Hadi.

6. Review of Simba and Patrick D'Amore Security

- 6.1 The Receiver's counsel has completed its review of 14 mortgages held by Simba and Patrick D'Amore (the "Simba and D'Amore Mortgages") over the lands owned by Banwell and Royal Timbers. The report and opinion of MT, without appendices, is attached as **Appendix C**.
- 6.2 A copy of MT's report and opinion, with appendices, was circulated to the service list on June 8, 2015.
- 6.3 It is the opinion of MT that the Simba and D'Amore Mortgages are valid and enforceable, with only the BMO collateral mortgage standing in priority to those mortgages.
- 6.4 The indebtedness secured by the BMO collateral mortgage has been repaid in full from the proceeds of the receivership. Accordingly, the Receiver seeks the approval of the Court to distribute funds to Simba and the estate of Patrick D'Amore to satisfy the amounts secured by the Simba and D'Amore Mortgage, as funds become available from the realization of lands owned by Banwell and Royal Timbers.
- 6.5 As noted in MT's report and opinion, the proceeds from certain lands charged by the Simba and D'Amore Mortgages have been utilized to repay the indebtedness charged by the BMO collateral mortgage and to fund the expenses of the receivership. The Receiver recommends to the Court that the doctrines of marshalling and subrogation be applied to permit the payment of the amounts secured by the Simba and D'Amore Mortgages against those lands from the proceeds of the other lands charged by the BMO collateral mortgage.

7. Litigation

- 7.1 In the Seventh Report, the Receiver summarized the litigation that the Companies are parties to. Following is an update on the status of the appeal in the construction lien action involving J. Lepera Contracting Inc. ("Lepera") and what has been referred to in these proceedings as the "Consolidated Action".

The Lepera Appeal (Court Action CV-07-009805)

- 7.2 Lepera's appeal to the Divisional Court from the dismissal of its construction lien action was stayed by the Appointment Order. On April 21, 2015, Lepera brought a motion for an order lifting the stay to allow the appeal to proceed. In Reasons dated May 13, 2015, Justice Thomas ordered the stay be lifted to permit the appeal to proceed.
- 7.3 Subsequent to the release of Justice Thomas' Reasons, counsel for Lepera has written to the Divisional Court office and requested that the appeal be scheduled. The Receiver has not yet been advised of the hearing date for the appeal.
- 7.4 Given the familiarity of Peter Greene and his firm with this litigation, from having acted as trial counsel, it is the view of the Receiver and MT, that Mr. Greene and his firm are best suited to act for the Receiver on the appeal. The Receiver is mindful of the concern raised by the Court at the last attendance before the Court on April 21, 2015 of a potential conflict which Mr. Greene and his firm may have by virtue of their status as creditors in the receivership estate. The Receiver and MT have considered whether a disqualifying conflict exists and have concluded that it does not. On that basis and given the time sensitivity of the matter, the Receiver retained Mr. Greene and his firm to act as counsel for the Receiver on the appeal. However, should the Court continue to have concerns regarding the potential conflict and determine that a disqualifying conflict does exist, it would be the Receiver's intention to have Mr. Greene and his firm complete the preparation of the responding factum for the appeal and for MT to review the factum before it is filed and to argue the appeal.

The Consolidated Action (Court Action No. 06-CV-006763)

- 7.5 As advised to the Court on April 21, 2015, it is the Receiver's intention, with the assistance of MT, to complete a full objective review of the Consolidated Action to enable the Receiver to make a recommendation to the Court on the prosecution of the Consolidated Action.

- 7.6 A request was made on April 24, 2015 by MT of counsel of record in the Consolidated Action to provide the entire file for the Consolidated Action for MT's review. The file (consisting of 3 bankers boxes of documents) was received by MT on May 27, 2015. MT's review of the file is not yet complete. An update on the status of that review will be provided to the Court on June 24, 2015.

8. Statement of Receipts and Disbursements of the Receiver

8.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell, Royal Timbers and the Real Ranchs Trust Account. Attached as **Appendix D, Appendix E and Appendix F** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements. The Sixth Report provided details of the Receiver's receipts and disbursements through February 13, 2015. The Seventh Report provided details of material changes from February 13, 2015 to April 7, 2015. Details of material changes since April 10, 2015 are as follows:

8.2 Receipts - Banwell

- a) *Sale of Lots (\$1,357,449.39)* — The Receiver received net proceeds totalling \$1,357,449.39 from completing the sales of 60 lots in the Royal Timbers subdivision. Proceeds received are net of VTB mortgages received as consideration and property tax arrears paid to the City. The net proceeds include VTB registration fees of \$3,672.50 paid by the purchaser.
- b) *VTB Mortgage Payouts (\$455,500.00)* — Three VTB mortgages have matured and the full principal was repaid. In addition, the Receiver has provided partial discharges of mortgages where a builder has completed and sold a home and repaid the applicable VTB mortgage on closing..
- c) *Security Deposits on Sale of Lots (\$84,000.00)* — The Receiver received security deposits totalling \$84,000.00 from completing the sales of Lots. These deposits are refundable to the applicable purchaser on the completion of construction of a house on the Lot and fulfillment of certain conditions.

8.3 Disbursements - Banwell

- a) *Property taxes (\$492,459.99)* — The Receiver paid \$492,459.99 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, current 2014 property taxes and the first three installments of 2015 property taxes. The amount paid includes property tax arrears and 2014 and 2015 current installments on the Real Ranchs' Lots totalling \$116,335.63 which will be repaid to Banwell from the Real Ranchs Trust Account. Banwell paid 2015 current installments on lots owned by Royal Timbers in the amount of \$11,749.58. This amount has been repaid.
- b) *Receiver's fees (\$41,601.55)* — BDO's account for the period January 14, 2015 to March 10, 2015 in the amount of \$41,601.55 was paid from the Banwell bank account. This account is subject to Court approval.
- c) *Legal fees (\$32,749.94)* - MT's account for the period January 2, 2015 to February 27, 2015 in the amount of \$32,749.94 was paid from the Banwell bank account. This account is subject to Court approval.
- d) *Sales commissions (\$148,750.00)* — The Receiver paid commissions of \$148,750.00 on the closing of the sale of Lots in accordance with the Lot Sales Process approved by the Court.
- e) *HST Paid (\$134,002.39)* — The Receiver paid \$134,002.39 in HST on its disbursements.
- f) *Professional fees - Engineering (\$36,298.50)* — The Receiver paid \$36,298.50 to RC Spencer Associates Inc. for engineering fees for the paving of Block 120, Phase II sidewalk construction, Lot 116 servicing, Phase II completion cost estimate and other projects.
- g) *Appraisal fees (\$32,201.85)* — The Receiver paid \$19,701.85 to Metrix and Valco for appraisals of the Banwell Lots. \$12,500.00 was paid to Tracey Business Advisors Inc. for an estimate of the fair market value of Banwell and Royal Timbers.

8.4. Receipts – Royal Timbers

- a) City of Windsor settlement (\$30,000.00) – The Receiver received \$30,000.00 from the City of Windsor in settlement of the lawsuit discussed in Section 8 of the Sixth Report.

8.5. Disbursements – Royal Timbers

- a) *Property taxes (\$264,701.90)* — The Receiver paid \$264,701.90 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, current 2014 property taxes and the first three installments of 2015 property taxes.
- b) *Payroll (\$56,222.08)* – The Receiver paid net wages of \$56,222.08 to Marina Ognjanovski, who provided administrative support to the management of the Commercial Plaza as well as to the ongoing management and maintenance of the vacant Banwell lands. Ms. Ognjanovski's employment was terminated, effective April 24, 2015, and the amount paid by the Receiver includes termination pay.
- c) *Payroll source deductions (\$21,266.73)* – The Receiver remitted \$21,266.73 to the Receiver General for source deductions on employee wages.

8.6. Receipts – Real Ranchs Trust Account

- a) *Mortgage Payouts (\$39,500.00)* — The Receiver provided a partial discharge of the mortgage on Lot 15 12M-546 upon the repayment the applicable VTB mortgage by 1362279 Ontario Ltd.

8.7. Disbursements – Real Ranchs Trust Account

- a) *WCFU Re: M. Troup (\$18,200.00)* – The Receiver paid commissions of \$36,800.00 on the closing of the sale of Lots in accordance with the Lot Sales Process approved by the Court. The amount paid to Via Sales was net of

\$18,200.00 held back by the Receiver, as outlined in the Sixth Report. The Receiver subsequently remitted \$18,200.00 to Windsor Family Credit Union.

- b) *Property taxes* — The Receiver paid property tax arrears and 2014 and 2015 current installments on the Real Ranchs' Lots totalling \$116,635.63 from the Banwell account. This amount will be repaid to Banwell when funds are available from the sale of lots and repayment of VTB mortgages.

9. Fees and Disbursements of the Receiver and Counsel to the Receiver

9.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable Professional Fees in each case at their standard rates and charges and the Receiver and counsel to the Receiver have been granted 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 as security for payment of the Professional Fees (the "Receiver's Charge").

9.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its Professional Fees when and as approved by the Court.

9.3 Attached as **Appendix G** is the fee affidavit of Stephen N. Cherniak sworn June 12, 2015 containing BDO's interim accounts as Receiver for the following periods:

- o January 14, 2015 to March 10, 2015
- o March 11, 2015 to May 17, 2015

9.4 The Receiver's fees to date for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$405,813.84
Fees paid, but not yet Court approved	-	\$ 41,601.55
Fees neither paid, nor Court approved	-	\$ 58,165.75
		<u>\$505,581.14</u>

9.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.

9.6 Attached as **Appendix H** is the fee affidavit of Sherry Kettle, sworn June 11, 2015

containing the interim accounts of MT for the period January 2, 2015 to May 31, 2015.

9.7 MT's fees to date for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$276,930.84
Fees paid, but not yet Court approved	-	\$ 32,749.94
Fees neither paid, nor Court approved	-	\$ 74,195.10
		<u>\$383,875.88</u>

9.8 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods. The Receiver recommends approval of the Professional Fees by the Court.

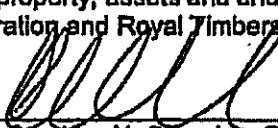
10. Recommendations

10.1 The Receiver recommends and respectfully requests that this Court grant an Order:

- a) approving the Receiver's Eighth Report, the Confidential Supplement and the activities and actions of the Receiver described therein;
- b) sealing the Confidential Supplement filed with the Court from the public record until the completion of the sale transaction for the Phase 3 Lands or further order of the Court, whichever is earlier;
- c) approving the Phase 3 Lands APS and authorizing and directing the Receiver to enter into and complete the Phase 3 Lands Transaction and thereafter to file the Receiver's certificate;
- d) vesting in Hadi all of Banwell's right, title and interest in and to the Phase 3 Lands free and clear of any and all claims and encumbrances;
- e) authorizing the Receiver to make distributions to Simba and the estate of Patrick D'Amore to satisfy the amounts secured by the Simba and D'Amore Mortgages, as funds are available;
- f) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements; and
- g) approving the Professional fees

All of which is Respectfully Submitted this 12th day of June, 2015.

BDO Canada Limited in its capacity as Court Appointed Receiver of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and not in any personal capacity


 Per: Stephen N. Cherniak, CPA, CA, CIRP
 Senior Vice President

TAB “C”

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.) WEDNESDAY, THE 24TH DAY
JUSTICE THOMAS) OF JUNE, 2015

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 107 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver of the assets, undertakings and properties of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013 (the "Receiver"), for, *inter alia*, an order approving the sale transaction (the "Transaction") contemplated by an Agreement of Purchase and Sale dated effective June 2, 2015 (the "APS"), between the Receiver, as vendor, and, Hadi Custom Homes Inc., as purchaser (the "Purchaser"), in respect of the real property described on Schedule "A" (the "Lands") and appended as Appendix "A" to the Confidential Supplement to the Eighth Report of the Receiver dated June 12, 2015 (the "Eighth Report"), and vesting in the Purchaser

all of Banwell's right, title and interest in and to the Lands, was heard this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Eighth Report and the Confidential Supplement and on hearing the submissions of counsel for the Receiver, and such other persons as may be present and on noting that no other persons appeared, although properly served as appears from the affidavit of Julie Los sworn June 12, 2015, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Lands to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Banwell's right, title and interest in and to the Lands shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** (the "**Permitted Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.

3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (No. 12) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby

directed to enter the Purchaser as the owner of the Lands described in Schedule "A" hereto in fee simple, and is hereby directed to delete and expunge from title to the Lands described in Schedule "A" hereto all of the Claims listed in Schedule "C" hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

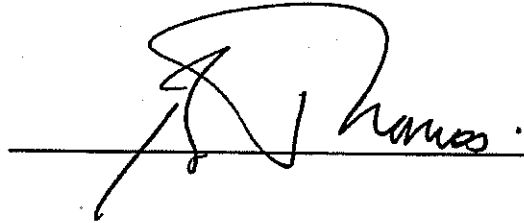
- 6. THIS COURT ORDERS that, notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Banwell and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of Banwell;

the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Banwell and shall not be void or voidable by creditors of Banwell, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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



A handwritten signature in black ink, appearing to read "J. R. Haines", is written over a horizontal line.

ENTERED AT WINDSOR	
In Book No.	26
re Document No.	804
on	June 4 20 15
by	ER

Schedule A – Lands

The lands and premises legally described as:

LOT 103, PLAN 12M533, WINDSOR; S/T EASEMENT OVER PT 90 PL 12R-22439 AS IN CE194979; WINDSOR; (PIN 01566-0669 (LT))

LOT 104, PLAN 12M533, WINDSOR; S/T EASEMENT OVER PT 91 PL 12R-22439 AS IN CE194979; WINDSOR; (PIN 01566-0670 (LT))

LOT 105, PLAN 12M533, WINDSOR; S/T EASEMENT OVER PT 92 PL 12R-22439 AS IN CE194979; WINDSOR; (PIN 01566-0671 (LT))

LOT 106, PLAN 12M533, WINDSOR; S/T EASEMENT OVER PT 93 PL 12R-22439 AS IN CE194979; WINDSOR; (PIN 01566-0672 (LT))

BLOCK 121, PLAN 12M533, WINDSOR; (PIN 01566-0687 (LT))

BLOCK 122, PLAN 12M533, WINDSOR; (PIN 01566-0688 (LT))

- 6 -

Schedule B

Court File No. CV-11-17088

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "Court") dated June 5, 2013, BDO Canada Limited ("BDO") was appointed as the receiver (the "Receiver") of the assets, undertakings and properties of Banwell Development Corporation ("Banwell") and Royal Timbers Inc.

B. Pursuant to an Order of the Court dated June 24, 2015, the Court approved an Agreement of Purchase and Sale dated effective June 2, 2015 (the "APS") between the Receiver, as vendor, and Hadi Custom Homes Inc. (the "Purchaser") in respect of the real property legally described on Schedule B1 hereto (the "Lands") and appended as Appendix "A" to the Confidential Supplement of the Receiver dated June 12, 2015, and vesting in the Purchaser all of Banwell's right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii)

that the conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Lands payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____
Name:
Title:

KEVIN D'AMORE

and

Applicant

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE
and ROYAL TIMBERS INC.

Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor

RECEIVER'S CERTIFICATE

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

Schedule C – Claims to be deleted and expunged from title to the Lands

1. Instrument No. CE163177 – Charge in the principal amount of \$8,000,000 given by Banwell Development Corporation to Bank of Montreal registered on August 10, 2005.
2. Instrument No. CE269334 – Charge in the principal amount of \$908,765 given by Banwell Development Corporation to Simba Group Developments Limited and Patrick D'Amore registered on April 24, 2007.
3. Instrument No. CE269359 – Charge in the principal amount of \$240,496 given by Banwell Development Corporation to Simba Group Developments Limited and Patrick D'Amore registered on April 24, 2007.
4. Instrument No. CE569187 – Application to register court order registered on June 18, 2013.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Lands**

(unaffected by the Vesting Order)

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Lands provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
- e) Any minor encroachments which might be revealed by an up to date survey of the Lands;
- f) Any gas or oil lease in respect of the Lands;
- g) Instrument No. CE166202 – Notice of Subdivision Agreement;
- h) Instrument No. CE191966 – Notice of Subdivision Agreement;
- i) Instrument No. CE193237 – Plan Document Agreement;
- j) Instrument No. 12M533 – Plan of Subdivision;
- k) Instrument No. CE193800 – Application to Annex Restrictive Covenant;
- l) Instrument No. 12R22439 – Reference Plan; and
- m) Instrument No. CE194979 – Transfer Easement.

KEVIN D'AMORE

Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Court File No: CV-11-17088

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Windsor

APPROVAL AND VESTING ORDER

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

TAB "D"

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.) WEDNESDAY, THE 24TH DAY
JUSTICE THOMAS) OF JUNE, 2015

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 107 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "Receiver") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. pursuant to the Order of Mr. Justice Thomas dated June 5, 2013, for an Order,

- (a) if necessary, abridging or waiving the time for service and filing, dispensing with service, or validating the method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Eighth Report of the Receiver dated June 12, 2015 and all appendices thereto (the "Eighth Report"), and all supplementary motion materials, if any, and directing that any further service of same be dispensed with such that this motion is properly returnable on June 24, 2015;

- (b) approving the Eighth Report and the activities and conduct of the Receiver described therein;
- (c) approving the distribution to Simba Group Developments Limited and the estate of Patrick D'Amore of an amount equal to all amounts secured by the Simba and D'Amore Mortgages, as defined in the Eighth Report, as and when funds are available to the Receiver to make such distribution;
- (d) sealing the Confidential Supplement to the Eighth Report until further order of the Court or the completion of the Hadi Transaction, as defined in the Eighth Report, whichever is earlier;
- (e) approving the Receiver's Interim Statements of Receipts and Disbursements for each of Banwell, Royal Timbers and the Real Ranchs trust account for the period ending June 9, 2015; and
- (f) approving the professional fees and disbursements (the "Professional Fees") of BDO, as Receiver, and Miller Thomson LLP, counsel to the Receiver.

was heard this day at the Courthouse 245 Windsor Avenue, Windsor, Ontario

ON READING the Eighth Report and the Confidential Supplement to the Eighth Report dated June 24, 2105 (the "Confidential Supplement") and on hearing the submissions of counsel for the Receiver, and such other persons as may be present and on noting that no other persons appeared, although properly served as appears from the affidavit of Julie Los sworn June 12, 2015, filed:

1. THIS COURT ORDERS that the time for and method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Receiver's Eighth Report, are hereby abridged and validated, as necessary, such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms used herein and defined in the Eighth Report shall have the same meaning as in the Eighth Report.
3. THIS COURT ORDERS that the Eighth Report and the activities and conduct of the Receiver described in the Eighth Report are hereby approved.

4. THIS COURT ORDERS that the Receiver is authorized to distribute to Simba Group Developments Limited and the Estate of Patrick D'Amore an amount equal to the amount secured by the Simba and D'Amore Mortgages as and when funds are available to the Receiver to make such distribution provided that prior to making any such distribution the Receiver shall provide written notice (the "Notice") to the Service List of its intention to do so and shall be at liberty to make such distribution unless the Receiver receives an objection to same within 10 days of the giving of the Notice;

5. THIS COURT ORDERS the Confidential Supplement be sealed until further order of the Court or the completion of the Hadi Transaction, whichever is earlier;

6. THIS COURT ORDERS that the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements be and the same are hereby approved; and

7. THIS COURT ORDERS that the Professional Fees of the Receiver and its legal counsel, Miller Thomson LLP, as described in the fee affidavits of Stephen Cherniak sworn June 12, 2015 and Sherry Kettle sworn June 11, 2015 be and the same are hereby approved.

[Handwritten Signature]

30 ENTERED AT WINDSOR
 In Book No. 26
 re Document No. 804 821
 on 27 June 20 15
 by *[Signature]*

KEVIN D'AMORE

Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Respondents

Court File No: CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Windsor

ORDER

MILLER THOMSON LLP

One London Place

255 Queens Avenue, Suite 2010

London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M

Tel: 519.931.3509

Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

TAB "E"

SCANNED

BANWELL DEVELOPMENT CORPORATION

Phase III

- Block 149; PIN: 01566-0715 (LT)
- Block 151; PIN: 01566-0717 (LT)
- Block 153; PIN: 01566-0719 (LT)
- Block 155; PIN: 01566-0721 (LT)
- Block 157; PIN: 01566-0723 (LT)
- Block 159; PIN: 01566-0725 (LT)
- Block 161; PIN: 01566-0727 (LT)
- Block 163; PIN: 01566-0729 (LT)
- Block 165; PIN: 01566-0731 (LT)
- Block 167; PIN: 01566-0733 (LT)
- Block 169; PIN: 01566-0735 (LT)
- Block 171; PIN: 01566-0737 (LT)
- Block 173; PIN: 01566-0739 (LT)
- Block 175; PIN: 01566-0741 (LT)

(collectively, "the Reserves")

Plan 12M533, Windsor, Ontario

ROYAL TIMBERS SUBDIVISION

AGREEMENT OF PURCHASE AND SALE

The undersigned Hadi Custom Homes Inc. (the "Purchaser"), hereby agrees with BDO CANADA LIMITED, in its capacity as the court appointed receiver of all of the assets, undertaking and properties of Banwell Development Corporation ("Banwell"), without personal liability (the "Vendor"), to purchase the above-noted properties, en bloc, being Reserve Blocks 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173 and 175, and legally described for identification purposes, only, on Schedule "A" attached hereto, being one foot reserve blocks, located adjacent to McRobbie Road, located in the City of Windsor, County of Essex, Ontario, Canada (collectively, the "Property"), on the following terms and conditions:

1. The purchase price of the Property is TWO Dollars (\$2.00) in lawful money of Canada (the "Purchase Price"), payable as follows:
 - (a) To the Vendor's solicitors, in trust, (the "Vendor's Solicitors") by certified cheque or bank draft, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date the sum of ONE DOLLAR (\$1.00) (the "Deposit"), which Deposit shall be submitted to the Vendor with the offer to purchase;

- (b) The balance of the Purchase Price by certified cheque, bank draft or wire transfer on the Closing Date, subject to the adjustments hereinafter set forth;
 - (c) The Vendor's Solicitors shall hold such funds in trust in accordance with this Agreement; and
 - (d) The Purchaser shall provide to the Vendor an allocation of the Purchase Price between and among the Property within three (3) business days of execution of this Agreement.
2. (a) The transfer of title to the Property shall be completed within five (5) business days from the issuance of the Approval and Vesting Order, as defined below, or such other time as may be agreeable between the parties acting reasonably (the "Closing Date").
- (b) The Purchaser's address for delivery of any notices pursuant to this Agreement is as follows:

Address: 7135 Malden Road

City: LaSalle

Province: Ontario

Postal Code: N9J 2T8

Telephone (B): 519.796.3535

(H): 519.945.3535

Facsimile: _____

E-Mail hadicustom@gmail.com address: _____

Sections 3 through 30 and Schedule "A" attached to this Agreement are an integral part hereto and are contained on the subsequent pages. The Purchaser acknowledges that he or she has read all sections of and the schedule to this Agreement.

DATED at Kingsville, Ontario, this HK day of August, 2015.

SIGNED, SEALED
AND DELIVERED
in the presence of
WITNESS
(as to all Purchaser's
signatures, if more than
one purchaser)

) HADI CUSTOM HOMES INC.

) Signature: [Signature]
) Name: Youssef El-Hadi, President

) I have authority to bind the corporation.

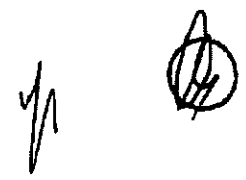
[Signature] [Stamp]

Purchaser's Solicitors:

Name: Michael Laba of Karry & Laba

Address: 25 Main Street East, Kingsville, Ontario, N9Y 1A1

Telephone: 519.733.2372 Ext. 25 Facsimile: 519.733.3110 Email: michael@karrylaba.com

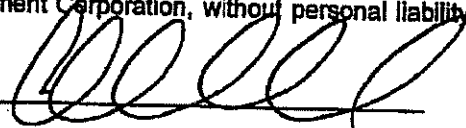
Handwritten initials and a circular stamp or mark.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at London, Ontario this 7th day of August, 2015.

Vendor's Solicitors:
Miller Thomson LLP
Suite 2010
One London Place
255 Queens Avenue
London, ON N6A 5R8
Tel 519.931.3510
Fax 519.858.8511
Attn: Tony Van Klink

BDO CANADA LIMITED in its capacity as the court appointed receiver of all of the assets, undertaking and properties of Banwell Development Corporation, without personal liability

Per: 

Authorized Signing Officer

I have the authority to bind the Corporation

Definitions

- 3. The meaning of words and phrases used in this Agreement and its Schedules shall have the following definitions:
 - (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (b) "Approval and Vesting Order" has the meaning ascribed in Section 9;
 - (c) "Banwell" has the meaning ascribed in the preamble;
 - (d) "Closing Date" has the meaning ascribed in Section 2;
 - (e) "Deposit" has the meaning ascribed in Section 1(a);
 - (f) "Developer" shall mean Banwell;
 - (g) "Permitted Encumbrances" has the meaning ascribed in Section 6;
 - (h) "Property" has the meaning ascribed in the preamble;
 - (i) "Purchase Price" has the meaning ascribed in Section 1;
 - (j) "Purchaser" has the meaning ascribed in the preamble;
 - (k) "Receiver's Certificate" has the meaning ascribed in Section 9 and as contemplated by the Approval and Vesting Order;
 - (l) "Vendor" has the meaning ascribed in the preamble;
 - (m) "Vendor's Solicitors" has the meaning ascribed in Section 1(a).

Purchaser's Building Covenants

- 4. The Purchaser covenants as follows with respect to the development of the Property, including but not limited to servicing and road construction, as well as any construction on or access to the Property:
 - (a) The Purchaser shall be bound by and comply with, at its own cost, the Subdivision Agreement registered as instrument number CE166202 on August 24, 2005 and the amendment to the Subdivision Agreement registered as instrument number CE191966 on January 4, 2006 (collectively, the "Subdivision Agreement");
 - (b) The Purchaser assumes all obligations of the Vendor and/or the Developer arising from the Subdivision Agreement; and
 - (c) The Purchaser agrees to indemnify the Vendor and the Developer for all losses and damages arising from the Purchaser's non-compliance with the Subdivision Agreement.

Handwritten initials and a circular stamp or mark.

Acceptance of Interest and "As Is, Where Is"

5. Notwithstanding any other term of this Agreement, the Purchaser shall purchase all of Banwell's beneficial and legal, right, title and interest, if any, in and to the Property as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the Property or any portion thereof. The Purchaser acknowledges that the Property is being purchased on an "as is, where is" basis and that it has inspected the Property and will accept same in its present state and condition. Without limiting the generality of the foregoing, the Purchaser specifically acknowledges and agrees that there are no roads or servicing to the Property, and the Vendor shall have no responsibility for same. The Purchaser acknowledges and agrees that the Vendor has not made and will not be asked to make any representation or warranty and further acknowledges that there are no conditions or warranties, whether express or implied, statutory or non-statutory, affecting or in any way relating to the Property or any portion thereof relating to any matter whatsoever, including the title, encumbrances, the state of repair, degree of maintenance, description, quality, fitness for any present or intended purpose or use, physical condition, compliance or non-compliance with environmental rules, regulations or legislative provisions, zoning, location or any other matter whatsoever. The Purchaser acknowledges that the Purchaser has relied entirely upon the Purchaser's own inspections and investigations with respect to all such issues and with respect to proceeding with the transactions contemplated in this Agreement. The implied covenants set forth in the *Land Registration Reform Act* otherwise operating in favour of the Purchaser are hereby expressly excluded.

The description of the Property is believed to be materially correct but if any statement, error or omission shall be found in the particulars thereof, including the acreage or square footage of the Property, same shall not entitle the Purchaser to be relieved of any obligation hereunder nor shall any compensation be allowed to either the Vendor or the Purchaser in respect thereof. Similarly loss of or damage to any portion of the Property, with the exception of the substantial destruction of the principal buildings, if any, on the Property, shall not entitle the Purchaser to be relieved of any obligation hereunder nor shall any compensation or abatement be allowed to the Purchaser in respect thereof.

Permitted Encumbrances

6. Without limiting any other provisions of this Agreement, the Purchaser acknowledges that the Property may be subject to the following, all of which the Purchaser agrees to accept and take title subject to and to complete the transaction contemplated by this Agreement without adjustments notwithstanding the existence of any of the following, and further confirms that the Vendor shall not be obligated to take any actions in respect thereof:
- (a) the reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
 - (b) any registered restrictions or covenants that run with the Property provided the same have been complied with in all material respects;

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- (c) any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Property;
- (d) any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
- (e) any minor encroachments which might be revealed by an up to date survey of the Property;
- (f) any gas or oil lease in respect of the Property;
- (g) Instrument No. CE186202 – Notice of Subdivision Agreement;
- (h) Instrument No. CE191966 – Notice of Subdivision Agreement;
- (i) Instrument No. CE193237 – Plan Document Agreement; and
- (j) Instrument No. 12M533 – Plan of Subdivision;

Closing Documents

7. The Vendor agrees to provide to the Purchaser on closing, and the Purchaser acknowledges that it shall only have the right to require:
- (a) the Approval and Vesting Order;
 - (b) the Receiver's Certificates, as contemplated by the Approval and Vesting Order;
 - (c) a Statement of Adjustments; and
 - (d) an undertaking to readjust the statement of adjustments.

The Purchaser agrees to provide on closing, in addition to payment of the balance of the Purchase Price, an indemnity consistent with Section 16 hereof, an undertaking to readjust the statement of adjustments and such other undertakings, certificates, releases, agreements and documents as the Vendor's Solicitors and the Purchaser's Solicitors, both acting reasonably, determine are necessary or required to complete the transactions contemplated herein.

Extension of Closing

8. In the event that by the Closing Date (i) appeal proceedings of the Approval and Vesting Order or the Approval and Vesting Order have been commenced, (ii) any issue is raised with respect to this Agreement which the Vendor determines impairs the ability of the Vendor to complete this Agreement or (iii) an injunction or other court order is obtained or sought preventing the Vendor from completing this Agreement which the Vendor is unable or unwilling to remove, the Vendor may extend the Closing Date for a period or periods of time to allow additional time in order for all matters enumerated above to be obtained or otherwise resolved, in either case, by notice in writing to the Purchaser or to the Purchaser's solicitors. In no event shall the Vendor be otherwise responsible for any

costs, expenses, loss or damages incurred or suffered by the Purchaser in any way relating to this Agreement.

Covenants of the Vendor

- 9. The Vendor agrees that on or before closing it will apply to the Court for an Order approving the completion of the transaction in respect to the Reserves contemplated by this Agreement and vesting all the right, title and interest of Banwell, if any, in and to the Reserves in the Purchaser free and clear of all mortgages, charges, liens, executions, security interests and encumbrances, save and except the Permitted Encumbrances (the "Approval and Vesting Order"). The Vendor will diligently pursue such application and will promptly notify the Purchaser of its disposition. The Purchaser shall be satisfied, acting reasonably, with the service list in respect of the Vendor's application for the Approval and Vesting Order. If the Purchaser shall not have indicated its acceptance of, or provided comments in respect of, the Receiver's proposed service list within two (2) business days of the Purchaser's receipt of such list, the Purchaser shall be deemed to have approved such list.

Covenants of the Purchaser

- 10. The Purchaser agrees that, on or before closing, it will cause the following to be done:
 - (a) the Purchaser shall furnish the Vendor with evidence of the Purchaser's sales tax registration numbers and sales tax exemption certificates, including, without limitation, evidence of the Purchaser's Harmonized Sales Tax registration number under the *Excise Tax Act (Canada)*;
 - (b) ensure that the representations and warranties of the Purchaser set forth herein are true and correct at the time of closing by delivery of a bring-down certificate on closing; and
 - (c) pay the balance of the Purchase Price, subject to adjustment, to the Vendor by way of certified cheque or bank draft.

Representations and Warranties of the Vendor

- 11. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying thereon in entering into and completing this Agreement:
 - (a) the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act (Canada)*;
 - (b) the Vendor has not previously sold the Property or any portion thereof, and subject to Section 18 hereof, will not dispose of or sell the Property or any portion thereof between the date hereof and the date of closing; and
 - (c) the Vendor has been duly appointed pursuant to an Order of the Superior Court of Justice (Ontario) dated June 5, 2013 (the "Appointment Order") as receiver of the property, assets and undertakings of Banwell.

Handwritten signatures and initials at the bottom right of the page, including a stylized signature and a circular stamp or mark.

Representations and Warranties of the Purchaser

12. In addition to any other representations and warranties contained in this Agreement, the Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying thereon in entering into and completing this Agreement:
- (a) this Agreement and each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before closing have been or will be duly executed and delivered by, and when executed and delivered, will constitute the valid and binding obligations of, the Purchaser, enforceable against the Purchaser in accordance with their respective terms;
 - (b) the Purchaser is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada);
 - (c) the Purchaser is registered under the *Excise Tax Act* (Canada) and the *Retail Sales Tax Act* (Ontario); and
 - (d) the Purchaser acknowledges that the Vendor is acting strictly in its capacity as Court-appointed Receiver and in no other personal or corporate capacity.

Conditions for the Benefit of Vendor and the Purchaser

13. The following conditions are for the benefit of both the Vendor and Purchaser and neither party will be obligated to complete the transactions contemplated by this Agreement unless such conditions have been satisfied:
- (a) at the time of closing, no order will have been issued by a court of competent jurisdiction which remains in effect, and no action or proceeding will have been instigated which remains pending before any court of competent jurisdiction, to prevent or otherwise adversely affect the purchase and sale of the Property or any portion thereof pursuant to this Agreement;
 - (b) the Approval and Vesting Order shall not have been stayed, vacated or varied;
 - (c) The Court will have issued the Approval and Vesting Order on notice to a service list satisfactory to the Purchaser and the Vendor, acting reasonably, and such Approval and Vesting Order shall not have been stayed, vacated or varied and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding; and
 - (d) The Appointment Order shall remain in effect and the Vendor shall not have lost its ability to complete the transaction contemplated by this Agreement.

Environmental Condition

14. The Vendor has no knowledge and makes no representations or warranties, whatsoever, as to the existence or non-existence of urea formaldehyde insulation, asbestos, PCB's, radium, radon or radon daughters, or any other substances, liquids or materials, whether hazardous or toxic or not, which are or which may constitute on their own or together in combination with any other substance contaminants or pollutants of



any environment, including the natural environment. The Vendor specifically makes no representation regarding the compliance of the Property with any environmental law or regulation, whether federal, provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory.

Governmental Approvals

- 15. It shall be the responsibility of the Purchaser, at the Purchaser's own expense, to obtain any and all governmental, regulatory or other approvals necessary to utilize the Property and every portion thereof. In particular and without limiting the foregoing, the Purchaser shall have full obligation to obtain all necessary approvals, building permits, licences, permits, authority, permission or other items whether required locally, provincially, federally or otherwise as may be required to use and enjoy the Property and/or to construct a building thereon and the obtaining of such approvals shall not, in any manner whatsoever, be a precondition to completion of or affect or limit the Purchaser's obligations to complete the within transaction.

Taxes

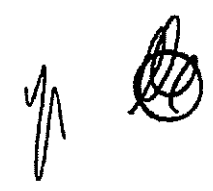
- 16. The Purchaser shall pay on closing, in addition to the purchase price after the contemplated adjustments, all applicable federal and provincial taxes including any applicable Land Transfer Tax and Harmonized Sales Tax except to the extent that the Purchaser provides on or before closing, where applicable, appropriate exemption certificates and the Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment made as a result of the failure by the Purchaser to fulfil the requirements hereof and the Purchaser acknowledges and agrees that such indemnity shall extend to and include any amounts assessed against the Vendor on account of interest and/or penalties. The Purchaser shall be permitted to self-assess for the applicable Harmonized Sales Tax provided the Purchaser complies with Section 221(2) of the *Excise Tax Act* as amended.

Property Taxes

- 17. The Purchaser acknowledges that the Vendor may apply for a reduction in the taxes payable to the municipality with respect to the Property for the period prior to the Closing Date. The Purchaser agrees that the Vendor shall be entitled to the benefit of any such reduction for the period prior to the Closing Date. The Purchaser agrees that on the closing of this transaction it shall execute such directions, acknowledgements and other documents as may be necessary or desirable to ensure that the benefit of any such reduction for the period prior to the Closing Date is received by the Vendor.

Conditions

- 18. If the obligations of the Purchaser herein are subject to any conditions of any kind whatsoever (other than conditions in Section 13 hereof), until written waiver of all such conditions by the Purchaser is received by the Vendor, the Vendor shall have the right, but not the obligation, to continue to offer the Property for sale. In the event that the Vendor receives an offer or offers to purchase the Property which the Vendor wishes to accept then, in that event, the Vendor shall notify the Purchaser of that fact in writing and the Purchaser shall have the right to irrevocably waive, in writing, all conditions



Handwritten initials and a signature.

contained herein by no later than 4:00 p.m. on the second business day following the date upon which notice is given by the Vendor in the manner specified below. In the event that the Purchaser does not waive any and all conditions in accordance with the provisions hereof and within the time period specified, this Agreement shall terminate, the Deposit shall be refunded, without interest, to the Purchaser and neither party shall have any further or other obligation to the other.

Independent Advice

- 19. The Purchaser acknowledges that the Purchaser has had an opportunity to obtain independent advice including, without limitation, independent real estate, accounting and legal advice, prior to the execution of this agreement of purchase and sale, together with all schedules thereto.

Receipt of Information

- 20. The Purchaser acknowledges that no property owner's statement of disclosure will be delivered or requested and that any document supplied to the Purchaser has been or will be delivered without any representation or warranty by or on behalf of the Vendor of any nature or kind with respect to the accuracy, and in any other respect, thereof and without liability.

Notices

- 21. Any notice shall be deemed given and received when hand delivered or delivered by courier to the address for service provided in Section 2 or, where a facsimile number is utilized, when successfully transmitted electronically to that facsimile number provided that if the service is effected on a weekend, statutory holiday or after 5:00 p.m. on any business day, service shall be deemed to have been effected at 9:00 a.m. on the next business day.
- 22. If this Agreement is executed by the Purchaser in trust for another person, this Agreement may be assigned by the Purchaser without the prior written consent of the Vendor but the assignment of the Agreement shall not release the party which has executed this Agreement as trustee (or the beneficiary on whose behalf the Purchaser was acting as trustee) personally from any liability for non-completion of this Agreement, including without limitation, the payment of the purchase price. The Purchaser personally (together with the beneficiary on whose behalf the Purchaser was acting as trustee) shall be liable for all obligations and liabilities of the Purchaser under this Agreement, including any obligations and liabilities arising from the failure to complete the transaction contemplated by this Agreement, notwithstanding any future assignment of this Agreement, as permitted herein. Any assignment of this Agreement by the Purchaser, as permitted herein, shall also be deemed to assign all of the Purchaser's interest in any deposit or interest earned thereon.

General Provisions

- 23. Upon termination of this Agreement by reason of default of the Purchaser, the Deposit, together with all interest accrued thereon, shall be paid to the Vendor, forthwith, without any further direction from the Purchaser required, without prejudice to any other right or remedy which the Vendor may have against the Purchaser at law or in equity.

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24. Except as herein expressly stated no representation, statement, understanding or agreement has been made or exists, either oral or in writing, which in any way affects the terms or the subject matter hereof.
25. Time will, in all respects, be of the essence of this Agreement and no extension or variation of this Agreement or any obligation hereunder will operate as a waiver or implied waiver of this provision.
26. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
27. The Vendor and the Purchaser will each execute and deliver all such further documents and instruments and do all acts and things as the Purchaser or the Vendor may, either before or after closing, reasonably require to carry out effectively the intent and meaning of this Agreement and to consummate the transactions hereby contemplated.
28. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
29. The Vendor is acting solely in its capacity as receiver and manager of Banwell and shall have no personal or corporate liability under or by virtue of this Agreement.
30. The covenants and agreements of each of the parties hereto shall not merge on the Closing Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Handwritten initials 'WJ' and a signature.

SCHEDULE "A"

Legal Description of the Property

- Block 149 (Reserve), Plan 12M533- Windsor, PIN: 01566-0715 (LT)
- Block 151 (Reserve), Plan 12M533- Windsor, PIN: 01566-0717 (LT)
- Block 153 (Reserve), Plan 12M533- Windsor, PIN: 01566-0719 (LT)
- Block 155 (Reserve), Plan 12M533- Windsor, PIN: 01566-0721 (LT)
- Block 157 (Reserve), Plan 12M533- Windsor, PIN: 01566-0723 (LT)
- Block 159 (Reserve), Plan 12M533- Windsor, PIN: 01566-0725 (LT)
- Block 161 (Reserve), Plan 12M533- Windsor, PIN: 01566-0727 (LT)
- Block 163 (Reserve), Plan 12M533- Windsor, PIN: 01566-0729 (LT)
- Block 165 (Reserve), Plan 12M533- Windsor, PIN: 01566-0731 (LT)
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- Block 169 (Reserve), Plan 12M533- Windsor, PIN: 01566-0735 (LT)
- Block 171 (Reserve), Plan 12M533- Windsor, PIN: 01566-0737 (LT)
- Block 173 (Reserve), Plan 12M533- Windsor, PIN: 01566-0739 (LT)
- Block 175 (Reserve), Plan 12M533- Windsor, PIN: 01566-0741 (LT)



TAB "F"

**BDO Canada Limited Court Appointed Receiver of
Banwell Development Corporation
Statement of Receipts and Disbursements
June 5, 2013 through September 22, 2015**

Receipts:

Sale of Lots	\$ 3,896,836.40	
Less: VTB mortgages	(2,145,500.00)	
Less: property tax arrears	(42,773.11)	
Add: VTB registration fee	3,842.00	
	<u>3,842.00</u>	\$ 1,712,405.29
VTB mortgage payouts		968,000.00
Loan from Royal Timbers		250,000.00
GST/HST refunds		208,476.40
Receiver's Certificate # 1		125,000.00
Royal Timbers - repayment of advances including Receiver's Certificate # 1		114,158.71
Security deposits collected on sale of lots		84,000.00
Petvin Homes mortgage amendment		25,000.00
Income Tax refund (2010)		20,479.00
Insurance refund		3,353.64
VTB mortgage discharge fees		3,218.00
Interest earned on VTB mortgages		3,124.83
City of Windsor - indemnity refund re sewer connection permit		800.00
Royal Timbers - share of interest on Receiver's Certificate #1		557.36
		<u>3,518,573.23</u>

Disbursements:

City of Windsor - Property taxes	\$ 505,352.60	
Receiver's fees	330,257.51	
Construction (Paving, concrete, electrical, servicing)	271,260.14	
Legal Fees	228,700.97	
Consulting/commission fees on lot sales	148,750.00	
HST paid on disbursements	145,566.80	
Repayment of Receiver's Certificate # 1	125,000.00	
Funds advanced to Royal Timbers Receiver's account	114,158.71	
Appraisal fees	40,946.85	
Professional fees - engineering	37,088.50	
Accounting fees (Hyatt Lassaline LLP)	30,600.00	
Repair and maintenance	18,429.77	
BMO - Letter of Credit admin charge	6,750.00	
Advertising	5,857.46	
Utilities	5,088.55	
City of Windsor - application fees	5,012.00	
Insurance	3,702.24	
Survey fees re: Block 120	3,473.25	
Refund of security deposits on Phase I, Lots 47, 49	2,298.31	
Other professional fees	1,562.50	
Copier lease	1,119.92	
Interest paid on Receiver's Certificate # 1	1,114.72	
Miscellaneous legal	568.75	
Fees to renew corporation name	185.80	
	<u>185.80</u>	2,032,845.35

Excess receipts over disbursements\$ 1,485,727.88**Represented by:**

Payment to secured creditor (BMO)	500,752.08
Balance in Receiver's account	984,975.80
	<u>\$ 1,485,727.88</u>

NOTE:

Funds advanced by Banwell to Royal Timbers to fund day to day expenses have now been repaid including share of interest on Receiver's Certificate.

TAB "G"

BDO Canada Limited Court Appointed Receiver of
Royal Timbers Inc.
Statement of Receipts and Disbursements
June 5, 2013 through September 22, 2015

Receipts:

Sale of Plaza	\$ 2,750,000.00	
Less: property tax arrears	(278,730.30)	
Less: December rent and security deposits (credited to purchaser)	(35,539.28)	
	<u></u>	\$ 2,435,730.42
Sale of Block 200	427,500.00	
Less: sales commission	(4,830.76)	
Add: credit for property taxes paid	139.08	
	<u></u>	422,808.32
Rent collected from commercial tenants		214,992.30
Advance of funds from Banwell		114,158.71
City of Windsor - settlement		30,000.00
HST refunds		13,804.29
Sale of chattels to new tenant		9,040.00
Security deposit on Lease of unit 100		5,000.00
Insurance premium refund		3,530.52
Utilities refund		639.98
		<u>3,249,704.54</u>

Disbursements:

City of Windsor - property taxes	275,722.53	
Loan to Banwell re repayment of Banwell Loan to BMO	250,000.00	
Receiver's fees	196,358.65	
Legal fees	146,757.30	
Repayment of funds to Banwell	114,716.07	
HST on disbursements	59,947.87	
Payroll (net)	56,222.08	
Accounting fees (Hyatt Lassaline LLP)	30,650.00	
Appraisal fees	22,498.90	
Payroll source deductions remitted	21,266.73	
Repair & maintenance	19,648.73	
Legal fees (Affleck Greene McMurtry LLP)	10,417.05	
Advertising - re sale of plaza	9,042.34	
Receiver General (remit tenant chattel proceeds)	9,040.00	
Wintru - property management fees	8,642.98	
HST remitted	6,830.45	
Legal fees (Wolf Hooker Professional Corp)	5,727.15	
Insurance	5,024.16	
Commission on unit 100 lease	4,659.20	
Commission on Block 200	4,200.00	
Utilities	3,263.57	
City of Windsor - zoning issue hold removal	1,172.00	
WSIB premium	1,165.28	
Miscellaneous	535.75	
	<u></u>	1,263,508.79

Excess receipts over disbursements**\$ 1,986,195.75**

Represented by:

Payment to secured creditor (BMO)	1,923,020.05
Balance in Receiver's account	63,175.70
	<u>\$ 1,986,195.75</u>

TAB "H"

**BDO Canada Limited
Real Ranchs Trust Account
Statement of Receipts and Disbursements
January 6, 2015 through September 22, 2015**

Receipts:

Sale of Lots	\$ 1,144,000.00	
Less: VTB mortgages	(869,000.00)	
Add: property tax credited	1,414.55	
Add: VTB registration fee	904.00	
		\$ 277,318.55
VTB mortgage payouts		79,000.00
Security deposits collected on sale of lots		17,250.00
		373,568.55

Disbursements:

Consulting/commission fees on lot sales	36,800.00	
WFCU re: M. Troup	18,200.00	
HST paid on disbursements	7,150.00	
		62,150.00

Excess receipts over disbursements \$ 311,418.55

Represented by:

Balance in Receiver's account \$ 311,418.55

TAB "I"

**ONTARIO SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE RECEIVERSHIP OF BANWELL DEVELOPMENT CORPORATION AND
ROYAL TIMBERS INC.

AFFIDAVIT OF STEPHEN N. CHERNIAK

I, Stephen N. Cherniak, of the City of London, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Vice-President of BDO Canada Limited, the Receiver of Banwell Development Corporation and Royal Timbers Inc., (“Banwell” and “Royal Timbers”) and as such, I have knowledge of the matters hereinafter deposed to.
2. By Order dated June 5, 2013 BDO Canada Limited was appointed as Receiver of Banwell and Royal Timbers (the “Receiver”).
3. The Receiver’s First Report to the Court was approved by Justice Thomas on June 25, 2013.
4. The Receiver’s Second Report to the Court was approved by Justice Thomas on July 23, 2013. The first account of the Receiver for the period May 2, 2013 to July 5, 2013 was also approved by the Order of Justice Thomas on July 23, 2013.
5. The Receiver’s Third Report to the Court was approved by Justice Thomas on December 2, 2013. The second account of the Receiver for the period July 5, 2013 to November 5, 2013 was also approved by the Order of Justice Thomas on December 2, 2013.
6. The Receiver’s Fourth Report to the Court was approved by Justice Thomas on December 13, 2013.
7. The Receiver’s Fifth Report to the Court was approved by Justice Thomas on January 27, 2014. The third account of the Receiver for the period November 5, 2013 to January 15, 2014 was also approved by the Order of Justice Thomas on January 27, 2014.

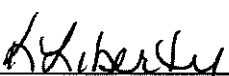
8. The Receiver's Sixth Report to the Court was approved by Justice Thomas on March 3, 2015. The fourth account of the Receiver for the period January 15, 2014 to January 15, 2015 was also approved by the Order of Justice Thomas on March 3, 2015.
9. The Receiver's Seventh Report to the Court was approved by Justice Thomas on April 21, 2015.
10. The Receiver's Eighth Report to the Court was approved by Justice Thomas on June 24, 2015. The fifth account of the Receiver for the period January 15, 2015 to May 17, 2015 was also approved by the Order of Justice Thomas on June 24, 2015.
11. Since the date of the Receiver's last account the Receiver has been engaged in the following:
 - Continue sale process for the Phase 3 Lands, review offers received and enter into an Agreement of Purchase and Sale with Hadi Custom Homes Inc. ("Hadi");
 - Review and resolve issue of existing curb damage with purchaser of several building lots;
 - Commission appraisals of the Commercial Lands and review issues with the appraiser;
 - List 3155 Banwell Road for sale and provide various information to the realtor;
 - Prepare the Eighth Report of the Receiver and Confidential Supplement to provide the Court with information on the status of litigation that the Companies are parties to, the review of the mortgage security held by Simba Developments Limited and Patrick D'Amore, to obtain an Order to approve the sale of the Phase 3 Lands, and to attend Court hearing on June 24, 2015;
 - List Tecumseh Road commercial land parcels for sale;
 - Review issue of one foot reserves on Robinet Road lots and enter into Agreement of Purchase and Sale with Hadi for one foot reserves located in Phase 3;
 - Complete the sale of the Phase 3 Lands to Hadi on August 10, 2015;
 - Review and distribute fiscal 2014 financial statements of the Companies;
 - Receive several requests for partial mortgage discharges on VTB mortgages, receive principal payments and execute discharge documents;
 - Oversee and approve maintenance and repairs to the Banwell lots and infrastructure;

- Provide monthly reporting of Receipts and Disbursements to the stakeholders; and
 - Various phone calls and correspondence with the stakeholders and their respective counsel.
12. In the course of performing the duties pursuant to the Order and as set out above at paragraph 11, and since the date of the Eighth Report the Receiver's staff expended 121.85 hours for the period of May 17, 2015 through August 14, 2015. Attached hereto and marked as Exhibit "A" to this my Affidavit are the accounts of the Receiver together with a summary sheet.
13. 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 insolvency practitioners in the Ontario mid-market for providing similar insolvency and restructuring services.
14. The hourly billing rates outlined in Exhibit "A" to this my Affidavit are not more than the normal hourly rates charged by BDO Canada Limited for services rendered in relation to similar proceedings.
15. Although the assets of Banwell and Royal Timber are located in Windsor and the Receiver's primary office is located in London the Receiver has not charged for travel time or travel expenses.
16. I verily believe that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.
17. This Affidavit is sworn in support of the motion for approval of the Receiver's fees and disbursements and for no other or improper purposes.

SWORN BEFORE ME at the City of
Toronto in the Province of Ontario
on the 24th day of September, 2015



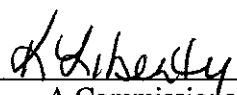
STEPHEN N. CHERNIAK, CPA, CA, CIRP



Commissioner for Taking Affidavits

Karen Elizabeth Liberty, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited,
Trustee in Bankruptcy.
Expires December 8, 2017.

Attached is Exhibit A
To the Affidavit of Stephen N. Cherniak
Sworn the 21st day of September, 2015.



A Commissioner, Etc

**Karen Elizabeth Liberty, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited,
Trustee in Bankruptcy.
Expires December 8, 2017.**

**Summary of Receiver's Accounts for the period
May 17, 2015 through August 14, 2015**

Invoice Date	Hours Expended	Invoice Total
June 22, 2015	63.20	\$21,034.85
August 17, 2015	58.65	19,542.25
	121.85	\$40,577.10



Invoice # 88190500
 Banwell Developments Corp
 HST Reg # 101518124RT0001

Ontario Superior Court of Justice
 245 Windsor Ave
 Windsor, ON N9A 1J2

June 22, 2015

Re: Banwell Development Corporation and Royal Timbers Inc.

For professional services rendered for the period May 14, 2015 through June 19, 2015 as per the attached detail:

Our Fee	\$21,000.00
Disbursements (courier, mileage)	<u>34.85</u>
Sub Total	21,034.85
HST	2,734.53
Total	<u>\$23,769.38</u>

REMITTANCE ADVICE

Cheque Payments to:
 103-252 Pall Mall Street
 London, ON N6A 5P6

Invoice #	88190500
Amount	\$23,769.38

Banwell Development Corporation and Royal Timbers Inc.

June 22, 2015

For profession services rendered

Staff	Date	Time	Narrative
Prieur, C	14-May-15	3	Organize pictures; prepare report re Habib sidewalk/curb repair issue.
Finnegan, M	19-May-15	0.5	Review City of Windsor clean up notice. Contacted lawn care company to arrange cutting. Call to City to advise we did not own the one lot on their notice. Call from City of Windsor re same.
Flett, D	19-May-15	0.7	Review grass maintenance issue and lot ownership; review Phase 3 sale process and other issues with S. Cherniak; call with Phase 3 interested party and forward information package; review email from C. Prieur re: Phase 4 curb damage.
Hooper, L	19-May-15	0.1	Banking
Finnegan, M	20-May-15	0.5	Deposit
Flett, D	20-May-15	0.7	Call with C. Prieur on Phase 4 curb and water connection damages and review photos and C. Prieur prepared schedule; review mortgage payout proceeds and VTB schedule update.
Prieur, C	20-May-15	0.5	Call from D. Flett re: damage to lots purchased by Mr. Habib
Finnegan, M	21-May-15	0.6	File administration.
Flett, D	21-May-15	3.5	Review draft Phase 3 agreement of purchase and sale prepared by Miller Thomson; call with Miller Thomson re: Phase 3 APS; review Phase 3 subdivision agreement; call with M. Troup on sale process, storm sewer flush and other matters; call with Metrix re: Phase 3 appraisal, Robinet servicing cost recovery and review approach; email to Miller Thomson re: Phase 2 versus 3 and Letters of Credit; commence 8th report of Receiver.
Cherniak, S	22-May-15	1	Review of emails re problems with Habib lots re security deposits. Review of phase 3 Receiver's schedule. Discuss with D. Flett. Update on appraisals. Discussion with Miller Thomson re Greene and ability to act for Receiver. Review of various emails from Greene re same. Email from Medalgia re Lepera. Review of emails from Branoff.
Finnegan, M	22-May-15	0.5	Pay bills
Flett, D	22-May-15	3.3	Review revised Phase 3 APS and call, email with Miller Thomson; review final version of APS; review subdivision agreement; update VTB schedule; Phase 3 APS; review Phase 3 APS and sale process with S. Cherniak; update S. Cherniak on several other issues including: Habib Phase 4 lots and curb/water line damage, Metrix Phase 3 appraisal; email to Phase 3 land interested parties with APS.
Cherniak, S	24-May-15	0.2	Email from S. D'Amore re phase 3. Respond. Review landscaping issue.

Staff	Date	Time	Narrative
Cherniak, S	25-May-15	0.9	Review of RLP and CBRE proposals for 3155 Banwell. Call with Greg Barlow of RLP. Review of emails to/from Greene re update on consolidated action. Review of Miller Thomson legal account.
Flett, D	25-May-15	1.2	Review Phase 3 Robinet servicing, S. D'Amore email, 3155 Banwell appraisal and other issues with S. Cherniak; work on Receiver 8th report.
Cherniak, S	26-May-15	1	Review of appraisal of 3155 Banwell and compare to realtor proposals. Review of email from Barlow re info from City of Windsor re plans for Banwell road access. Call to Consoli at KPMG re reference for CBRE realtor. Brief review of Metrix Phase 3 appraisal. Calls from CBRE and RLP.
Finnegan, M	26-May-15	0.5	Reconcile WSIB statement, call to WSIB re incorrect amounts.
Flett, D	26-May-15	1.2	Review revised Metrix Phase 3 appraisal; continue with 8th report and confidential supplement
Cherniak, S	27-May-15	1.2	Call to CBRE re listing at 3155 Banwell. Call to RLP re same. Review documents for listing. Email to Miller Thomson re Receiver's schedule. Update on Troup offer on Phase 3.
Flett, D	27-May-15	2.6	Call with M. Laba re: Phase 3 lands; review Metrix Phase 3 appraisal and review value range and approach with S. Cherniak; email with Miller Thomson re: Phase 3 APS; email to Phase 3 interested parties re: schedules; review 3155 Banwell road documents and forward to S. Cherniak; review fee schedule with M. Finnegan; Receiver 8th report and supplement; call with M. Troup on Phase 3 future servicing and terms of sale; review Phase 3 status with S. Cherniak.
Cherniak, S	28-May-15	1	Calls from CBRE. Review and execute listing agreement for 3155 Banwell. Send info to realtor. Review of Hadi offer on phase 3. Email to/from trial coordinator re June 24, 2015.
Flett, D	28-May-15	1.4	Voice mail from/to M.A Keefner re: Phase 3 sale process, vesting order; call with M. Troup and forward Phase 3 APS; call with City Windsor re: by-law infractions and review locations, issues and resolution with M. Finnegan; review Phase 3 Land offer received.
Cherniak, S	29-May-15	0.5	Review of Troup offer on phase 3. Send executed listing agreement to CBRE. Update on discussions with Troup. Review of correspondence from CRA.
Flett, D	29-May-15	1.8	Review Phase 3 Land offers received; call and email with M. Troup on offer submitted; Receiver 8th report; email with J. Carter of Metrix.
Cherniak, S	1-Jun-15	0.1	Call from Troup re offer on Phase 3.
Finnegan, M	1-Jun-15	0.5	Call and email to Landscape Creations re grass cutting required by City of Windsor on certain lots.
Cherniak, S	2-Jun-15	0.4	Call from Troup. Email to Hadi counsel re successful bid. Execute agreement. Send to Hadi counsel. Review of Phase 3 appraisal.
Flett, D	3-Jun-15	0.2	Review Phase 3 sale status and other issue update with S. Cherniak; call/email to Metrix.

Staff	Date	Time	Narrative
Cherniak, S	4-Jun-15	0.5	Update on appraisal status. Emails from Troup. Email to Miller Thomson re Hadi cheque. Review of email from Hadi counsel re closing date for Phase 3. Respond.
Flett, D	4-Jun-15	2	Review draft Metrix Block 500-900 appraisal and compare to Valco; review appraisal with S. Cherniak; email with Metrix; Receiver payables and sign cheques; review S. Cherniak, M. Laba email re: Hadi purchase of Phase 3; discuss 8th report with S. Cherniak.
Hooper, L	4-Jun-15	0.1	Banking
Cherniak, S	5-Jun-15	0.7	Email from Laba's office. Discussion re Metrix draft appraisals on Tecumseh, Block 400 and 300 and Block 500-900.
Finnegan, M	5-Jun-15	0.5	Pay bill, return deposit cheques to unsuccessful bidder, forward accepted bidder's deposit cheque to Miller Thomson.
Flett, D	5-Jun-15	1.6	Call with Metrix on Block 500-900 appraisal; review with S. Cherniak; email with Miller Thomson re 3155 Banwell; review draft APS for 3155 and further email with Miller Thomson.
Cherniak, S	8-Jun-15	1.8	Review of Block 500-900 appraisal. Email to Miller Thomson re Receiver's schedule for 3155 Banwell. Send to realtor. Review of Simba legal opinion. Respond to Miller Thomson.
Finnegan, M	8-Jun-15	0.7	Prepare R & D for Court Report
Flett, D	8-Jun-15	4.5	Email with Metrix on Phase 3 land final report; review and sign Receiver cheques; review draft R&D; Prepare 8th report and confidential supplement.
Cherniak, S	9-Jun-15	0.8	Edits to monthly reports. Discussion re Simba security and payments for eighth report. Review of email to Troup re Petvin. Review of file re scheduled receipt of funds.
Finnegan, M	9-Jun-15	0.5	Updates to R&D for Court report. Prepare monthly reporting R&D.
Flett, D	9-Jun-15	4.8	Review R&D's and review Receiver Real Ranchs accounting with M. Finnegan; prepare Receiver 8th Report and review with S. Cherniak.
Cherniak, S	10-Jun-15	1.5	Review and edits to eighth report. Call to Miller Thomson.
Flett, D	10-Jun-15	1.3	Review 8th report with S. Cherniak and revisions/additions; view Royal Timbers subdivision and Banwell lands while in Windsor on other matters.
Hooper, L	10-Jun-15	0.1	Banking
Cherniak, S	11-Jun-15	0.3	Review of Miller Thomson changes to eighth report.
Flett, D	11-Jun-15	2.3	Email, call with Miller Thomson on Phase 3 lands sale; review Miller Thomson 8th report revisions; prepare affidavit of fees; email with S. Cherniak on 8th report and affidavit.
Cherniak, S	12-Jun-15	0.5	Finalize eighth report.
Flett, D	12-Jun-15	2.8	Complete affidavit of fees; prepare 8th report supplement appendices and forward to Miller Thomson; review 8th report revision; email with S. Cherniak on fee affidavit and report signature pages; forward affidavit of fees and invoices to Miller Thomson; forward Phase 3 lands tax bills to Miller Thomson; call with Remax realtor re: interest in commercial parcels.

Staff	Date	Time	Narrative
Cherniak, S	15-Jun-15	0.7	Email from Miller Thomson re mortgage discharge. Review and execute. Discussion re realtor request on commercial lands. Review of status of appraisals. Call with S. D'Amore. Review of correspondence to City of Windsor re settlement.
Finnegan, M	15-Jun-15	0.3	Bill payment
Flett, D	15-Jun-15	0.6	Review Remax commercial lands enquiry, appraisal status with S. Cherniak; review lot 27 VTB discharge documents, update VTB accounting schedule and email with Miller Thomson.
Cherniak, S	16-Jun-15	0.7	Call with Miller Thomson re court date. Review of Green letter on Lepera. Review of flyer and offering memorandum from CBRE. Respond. Call with Mark Lalavich, Remax re Tecumseh Road property.
Flett, D	16-Jun-15	0.7	Review draft Metrix appraisals for Tecumseh lands and Blocks 300,400; Review and return Lot 27 VTB discharge documents; call from Remax realtor re: commercial land.
Cherniak, S	17-Jun-15	0.6	Review Tecumseh appraisals to pull material for realtors. Further review of CBRE materials. Make edits and send to CBRE. Email from Miller Thomson re court date.
Flett, D	17-Jun-15	0.3	Review draft Metrix commercial appraisals with S. Cherniak and email with Metrix.
Cherniak, S	18-Jun-15	1.3	Review of Tecumseh appraisal. Send to Remax realtor and to CBRE. Call from CBRE re same. Review of edits to offering memorandum. Discussion re call from Spencer. Review of email from Reynolds. Call with Miller Thomson re same.
Flett, D	18-Jun-15	0.7	Review correspondence re: Phase 3 Simba mortgage; review issues with S. Cherniak including Phase 2 and 4 status, Spencer estimate of Phase 2 completion cost and commercial parcel listing status; confirm commercial parcel ownership entities for S. Cherniak.
Cherniak, S	19-Jun-15	0.3	Email re change in lawyer for S. D'Amore. Finalize review of appraisal for block 300/400
Flett, D	19-Jun-15	0.1	Email with Miller Thomson re: VTB payout and update VTB schedule.

63.2 Total Time

Staff	Position	Location	Hourly Rate	Time
Cherniak, S	Sr. Vice President	London	\$450	16.0
Finnegan, M	Administrative	London	\$175	5.1
Flett, D	Vice President	London	\$275	38.3
Hooper, L	Administrative	London	\$125	0.3
Prieur, C	Sr. Administrative	Windsor	\$250	3.5

63.2



Invoice # 88244282
Banwell Developments Corp
HST Reg # 101518124RT0001

Ontario Superior Court of Justice
245 Windsor Ave
Windsor, ON N9A 1J2

August 17, 2015

Re: Banwell Development Corporation and Royal Timbers Inc.

For professional services rendered for the period June 19, 2015 through August 14, 2015 as per the attached detail:

Our Fee	\$19,500.00
Disbursements (courier, mileage)	<u>42.25</u>
Sub Total	19,542.25
HST	2,540.49
Total	<u>\$22,082.74</u>

REMITTANCE ADVICE

Cheque Payments to:
103-252 Pall Mall Street
London, ON N6A 5P6

Invoice #	88244282
Amount	\$22,082.74

Banwell Development Corporation and Royal Timbers Inc.

August 17, 2015

For professional services rendered

Staff	Date	Time	Narrative
Hooper, L	19-Jun-15	0.1	Issued cheques
Finnegan, M	19-Jun-15	0.5	Upload public documents to website.
Finnegan, M	22-Jun-15	0.8	Bill payments and file administration. Call to WSIB re account.
Cherniak, S	22-Jun-15	0.7	Review of email exchange re D'Amore construction update. Review of correspondence re Banwell cost sharing re Banwell Road redevelopment.
Cherniak, S	23-Jun-15	2.8	Review of Branoff affidavit on Simba mortgages. Review of Miller Thomson emails to Reynolds re interest free email and wanting to question Troup re D'Amore Construction litigation. Review of CBRE proposal on Tecumseh Road. Respond. Review and respond to various emails from S. D'Amore re interest in Banwell commercial lands. Review material to be sent and then send to D'Amore.
Flett, D	23-Jun-15	2.4	Message from/to RC Spencer; review documents and correspondence on Palmetto cost sharing and discuss with S. Cherniak; call with M. Troup on Palmetto cost sharing and Blocks 500-900 offer; prepare summary of commercial parcel information from Metrix appraisal for S. D'Amore enquiry and forward to S. Cherniak; review S. D'Amore emails on commercial lands; review Tecumseh listing and appraisals with S. Cherniak.
Finnegan, M	23-Jun-15	1	Call to WSIB re account. Deposit. Pay bills.
Hooper, L	23-Jun-15	0.1	Issued cheques
Finnegan, M	24-Jun-15	0.3	Emails re landscaping issues from landscaper.
Flett, D	24-Jun-15	2.1	Further review of Palmetto cost sharing agreement; review Banwell commercial land parcel registers; email to M. Troup re: commercial land subdivision agreement; review CBRE Tecumseh Road parcel listing and email with S. Cherniak, CBRE re: 2 parcels for tax roll; review S. D'Amore email re: commercial land questions; email to Metrix re: Banwell Road services map; call with S. Cherniak re: court hearing outcome.
Cherniak, S	24-Jun-15	2.8	Attendance at Court re eighth report. Discussion with Miller Thomson and S. D'Amore. Emails to/from CBRE re listing agreement for Tecumseh. Call with CBRE re same and 3155 Banwell. Attendance at 3155 Banwell to review site. Emails to/from S. D'Amore interest in property.
Cherniak, S	25-Jun-15	1.7	Email to Miller Thomson re receivers schedule for Banwell. Review and edits to Tecumseh Road listing. Send to realtor. Call from realtor re same. Review of D'Amore emails. Discussion re pricing and servicing of Blocks 300-900. Review of offering memorandum from realtor for Tecumseh. Send edits. Respond to D'Amore. Call with Miller Thomson re update on Troup meeting.

Staff	Date	Time	Narrative
Flett, D	25-Jun-15	2.7	Review Metrix commercial appraisals and email, phone call with Metrix on revisions; review revised appraisals; review city sewer atlas for Banwell Road and forward to S. Cherniak; review CBRE Tecumseh Road listing agreement and flyer and email with S. Cherniak on revisions, corrections; review commercial parcel accounts; review appraisals, parcel registers and file notes re: block 300,400 servicing status; review blocks 300 - 900 pricing with S. Cherniak; review emails from D'Amore on commercial parcels; review and return phase 4 lot 37 VTB discharge documents.
Flett, D	26-Jun-15	0.4	Review CBRE offering memorandum for Tecumseh parcel; review 2015 tax bills; review Tecumseh ownership with S. Cherniak.
Cherniak, S	26-Jun-15	1.2	Review of OM and flyer for Tecumseh Road property. Send edits to realtor. Review finished product. Call from Miller Thomson re issue re Banwell as beneficial owner. Send to Troup and Hooker for explanation. Discuss issue with D. Flett.
Cherniak, S	29-Jun-15	0.2	Email from realtor on Tecumseh. Respond. Call from City of Windsor re grass cutting.
Cherniak, S	30-Jun-15	0.5	Call with Miller Thomson re Receivers schedule. Exchange of emails re schedule. Send to realtor.
Hooper, L	2-Jul-15	0.1	Issued cheques
Finnegan, M	2-Jul-15	0.5	Deposit
Cherniak, S	2-Jul-15	0.4	Review Miller Thomson legal bills. Pay invoices. Update on Banwell cash position. Review of emails to/from Lerner re Phase 3 price. Respond re closing date. Discussion re Real Ranch property tax bill.
Flett, D	2-Jul-15	0.6	Review 2015 final tax bills and review with S. Cherniak, review Real Ranchs lot summary and review Phase 4 WFCU lot taxes with S. Cherniak; revise and update VTB mortgage schedule; voice mail to M. Troup; review and sign Receiver cheques.
Cherniak, S	3-Jul-15	0.1	Review of email from Miller Thomson re Tecumseh charge. Respond.
Finnegan, M	3-Jul-15	0.5	Pay bills.
Finnegan, M	6-Jul-15	0.5	Update 2015 property tax payment schedule.
Hooper, L	7-Jul-15	0.2	Issued cheques.
Flett, D	7-Jul-15	0.2	Review and sign cheques - taxes, accounting, etc; voice mail from M. Troup.
Flett, D	8-Jul-15	0.3	Call with M. Troup on commercial land and Phase 4 lot 19; review WFCU Real Ranch lot with S. Cherniak and email to City of Windsor re: ownership change.
Cherniak, S	8-Jul-15	0.2	Update on Real Ranch property tax issue.
Finnegan, M	8-Jul-15	0.6	Pay bills.
Finnegan, M	9-Jul-15	0.2	Update professional fee schedule.
Hooper, L	9-Jul-15	0.1	Issued cheques.
Cherniak, S	9-Jul-15	0.2	Update on Real Ranch property tax issue. Review of correspondence from McTague and City of Windsor.

Staff	Date	Time	Narrative
Flett, D	9-Jul-15	0.2	Emails with City Windsor and S. Cherniak re: WFCU lot 19 taxes and status.
Flett, D	10-Jul-15	0.4	Review CRA T5019 notice with S. Cherniak and emails with Hyatt Lassaline; review subdivision map with M. Finnegan re: City of Windsor block 119 by law notice; review monthly receiver reporting.
Cherniak, S	10-Jul-15	0.7	Review of correspondence from CRA and emails to/from Hyatt Lassaline. Review and send out monthly reporting.
Finnegan, M	10-Jul-15	1	Prepare monthly reporting.
Finnegan, M	14-Jul-15	0.2	Email to lawn care company re grass cutting.
Cherniak, S	14-Jul-15	0.1	Status of Block 500-900. Review of invoice.
Cherniak, S	16-Jul-15	0.2	Call from realtor re severing off back parcel of land.
Flett, D	16-Jul-15	0.6	Brief review of Branoff affidavit re: Simba mortgages; call with RC Spencer re: Phase 2 completion costs.
Flett, D	17-Jul-15	0.2	Calls with Hyatt Lassaline and review financial statement status, distribution with S. Cherniak.
Flett, D	20-Jul-15	0.3	Review VTB (Lot 39 12M-546) payout documents and update schedule; review and sign Receiver cheques.
Cherniak, S	20-Jul-15	0.6	Email from Miller Thomson re Lot discharge. Update from CBRE on 3155 Banwell and Tecumseh Road property. Review and execution of documents from Hyatt Lassaline re financial statements and tax returns. Update from S. D'Amore re block 500 to 900 potential offer.
Cherniak, S	21-Jul-15	1	Execute discharge documents for lot 39. Email from counsel for Southwinds re potential lawsuit. Respond. Review of financial statements for Royal Timbers and Banwell. Organize statements to be sent to shareholders.
Flett, D	21-Jul-15	0.2	Review and forward VTB mortgage discharge documents to Miller Thomson; review email re: Southridge claim and review VTB mortgage status with S. Cherniak.
Finnegan, M	21-Jul-15	0.2	Pay bill.
Finnegan, M	22-Jul-15	0.3	Send financial statements to shareholders.
Cherniak, S	22-Jul-15	0.1	Review of email from Lerner re shareholder loan.
Cherniak, S	23-Jul-15	0.5	Review of allocation of Phase 3 purchase price. Review of offer on 3155 Banwell.
Flett, D	23-Jul-15	0.8	Forward Phase 3 property tax information to Miller Thomson; allocation of Phase 3 purchase price by parcel; review Phase 3 sale agreement with S. Cherniak; review draft Phase 3 closing documents.
Finnegan, M	23-Jul-15	0.5	Prepare sale documents for signature for Phase 3.
Finnegan, M	24-Jul-15	0.3	Notice to cut from City of Windsor, forward to landscaper along with instructions re sold lots on a go forward basis.
Flett, D	24-Jul-15	0.7	Process Lot 30 12M-546 VTB discharge documents and update schedule; email with Miller Thomson on Lot 30 and Lot 116 VTB discharges; review 3155 Banwell site plans and drawings and email to S. Cherniak; review reference plan with S. Cherniak and email to M. Troup re: 3155 Banwell reference plan.

Staff	Date	Time	Narrative
Cherniak, S	24-Jul-15	1.1	Review and discuss counter on 3155 Banwell with CBRE. Execute counter. Executed docs for phase 3 sale to Hadi Homes. Execute Amine discharge. Review CBRE request for survey.
Cherniak, S	27-Jul-15	0.5	Discuss paving issue. Updates on Hadi Phase 3 closing. Execute Amine and Rauti discharge documents.
Flett, D	27-Jul-15	0.3	Emails with Miller Thomson on VTB payouts, discharge documents; update VTB schedule and reconcile with M. Finnegan.
Finnegan, M	27-Jul-15	1	Deposit sale funds. Prepare and send sale closing documents to Miller Thomson.
Hooper, L	27-Jul-15	0.1	Banking
Finnegan, M	28-Jul-15	1.5	Pay bills. Prepare and file HST returns from April, May, June and July, 2015 for Banwell and Royal Timbers. Review WSIB statement.
Flett, D	28-Jul-15	1.6	Email to R. Simone re: reference plan; voice mail from B. Ropat re: Phase 2; review Lot 116 VTB discharge documents, return and update schedule; email with Miller Thomson on Phase 3 closing and VTB payouts; review Phase 2 completion issues with S. Cherniak; prepare summary/analysis of Phase 2 letters of credit, completion costs, funds available from VTB payouts.
Cherniak, S	28-Jul-15	0.7	Review of survey. Send to CBRE. Review of cashflow re paving work. Update on discussions with engineer. Email from Miller Thomson re request for discharge.
Cherniak, S	29-Jul-15	0.2	Execute Hadi discharge lot 23.
Flett, D	29-Jul-15	1.6	Review 3155 Banwell survey and email with R Simone, M Troup; review Petvin mortgage amendment and update VTB schedule; email Miller Thomson on VTB payouts; call with RC Spencer on Phase 2 completion costs, process, Letter of Credit and ok to proceed; review Phase 2 surface works completion with S. Cherniak.
Finnegan, M	29-Jul-15	0.5	Deposit
Flett, D	30-Jul-15	0.6	Review Southridge reservation agreement, call with M. Troup on issue and review with S. Cherniak; emails with Miller Thomson on Block 121 by-law notice and status of weed cutting; review status with M. Finnegan; email with Miller Thomson on VTB payouts.
Cherniak, S	30-Jul-15	0.8	Email from Gatti re Southridge Homes. Review of reservation agreement. Email to Miller Thomson. Discussion re conversation with M. Troup.
Flett, D	31-Jul-15	1.1	Review email from M. Troup on CRA notices; call with Miller Thomson on Phase 3 / Block 121 sale, One Foot Robinet Reserves and servicing cost recovery; email memo to S. Cherniak on Phase 3 closing issue and extension; review emails re: Phase 3 closing extension; emails with Miller Thomson re: two VTB mortgage payouts and update receiver schedule.
Cherniak, S	3-Aug-15	0.5	Review of CRA notices. Update on Hadi closing and lot discharge.
Cherniak, S	4-Aug-15	0.2	Update on Phase 3 One Foot Reserve issue with M. Laba. Review of correspondence re deposits.

Staff	Date	Time	Narrative
Flett, D	4-Aug-15	1.4	Review Phase 2 reference plan; review parcel registers for Robinet One Foot Reserves and summary schedule of Banwell reserves and pin's; by-law notice; review Committee of Adjustment notice; review Phase 3 closing status and issues with S. Cherniak; review M. Laba letter re: security deposits.
Flett, D	5-Aug-15	0.9	Review Phase 3 sale status and One Foot Reserve issue with S. Cherniak; review survey and reserve PIN's; review lot 15 12M-546 Adjustment Committee notice with S. Cherniak; review City of Windsor by-law notice for Banwell Road, review with M. Finnegan and email to landscaper re: compliance; review VTB payout banking with L. Hooper; review builder security deposit enquiry with S. Cherniak.
Cherniak, S	5-Aug-15	0.8	Review and respond to Miller Thomson email re Phase 3 issue with One Foot Reserve. Discuss issue with D. Flett. Call with Miller Thomson re same. Review of notice from City of Windsor re building lot.
Hooper, L	5-Aug-15	0.15	Deposit
Cherniak, S	6-Aug-15	0.6	Call from Miller Thomson re discussion with M. Laba. Review of agreement to sell One Foot Reserves. Review email to Hadi. Execute mortgage discharge for Hadi.
Flett, D	6-Aug-15	0.3	Lot 15 VTB review payout documents and forward to Miller Thomson; review email and sale agreement re: Hadi Phase 3 purchase.
Flett, D	7-Aug-15	0.6	Review Phase 3 Hadi sale status with S. Cherniak; call with Miller Thomson and S. Cherniak on sale of One Foot Reserves to Hadi and return signed APS; emails Miller Thomson on Hadi sale, VTB payout and update VTB schedule.
Cherniak, S	7-Aug-15	0.5	Email from Miller Thomson. Call to A. Roth re Laba/Hadi. Execute One Foot Reserve APS. Review of emails from Miller Thomson.
Cherniak, S	10-Aug-15	1.1	Review of numerous emails re closing of Hadi Phase 3 deal. Review and execute Acknowledgement and Discharge. Review and execution of two undertaking documents re mortgage discharges and landscaping issue re City of Windsor. Review of emails re update on landscaping. Email re lot discharge for Lot 38.
Flett, D	10-Aug-15	1.4	Several emails with Miller Thomson re: Phase 3 sale to Hadi and One Foot Reserves; review draft transfer and undertakings, other closing documents and provide comments to Miller Thomson; return signed documents to Miller Thomson; review weed by-law notice status with M. Finnegan; sign Receiver cheques.
Finnegan, M	10-Aug-15	0.2	Call to landscaper re lot to have been cleared re City of Windsor notice.
Finnegan, M	11-Aug-15	0.6	Prepare monthly R & D reports.
Cherniak, S	11-Aug-15	0.2	Initial review of monthly reporting.
Cherniak, S	12-Aug-15	1	Emails and call with Miller Thomson re Southridge \$10k claim. Review Miller Thomson response to Gatti. Review of correspondence from M. Troup re repair to spa. Respond. Draft email re monthly reporting. Review revised R&D.

Staff	Date	Time	Narrative
Flett, D	12-Aug-15	0.3	Review Phase 3 sale accounting and VTB payment with M. Finnegan; voice mail message from M. Troup and call back; review plaza invoice forwarded by M. Troup.
Finnegan, M	12-Aug-15	0.5	Receipt of deal closing funds, post and deposit.
Finnegan, M	13-Aug-15	0.6	Review of HST refunds received for both Banwell and Royal Timbers. Reconcile amounts received to returns filed. Call to CRA re same and email to Hyatt Lassaline re same.
Flett, D	13-Aug-15	0.1	Review M. Troup and S. Cherniak emails re: plaza.
Cherniak, S	13-Aug-15	0.8	Review of documentation re spa payment. Review of M. Troup response. Email re monthly reporting. Respond to BMO and Simba queries. Call from S. D'Amore re various.
Cherniak, S	14-Aug-15	0.2	Voice mail message from Ropat re quotes. Discussion re Simba payout.
		58.65	Total Time

Staff	Position	Location	Hourly Rate	Time
Cherniak, S	Sr. Vice President	London	\$450	23.2
Finnegan, M	Administrative	London	\$125	12.3
Flett, D	Vice President	London	\$325	22.3
Hooper, L	Administrative	London	\$125	0.85
				58.65

TAB "J"

1280488.1

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

AFFIDAVIT OF SHERRY KETTLE

I, SHERRY KETTLE, of the City of London, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a partner with the law firm of Miller Thomson LLP ("MT"), lawyers for BDO Canada Limited ("BDO"), in its capacity as Court-appointed Receiver (the "Receiver") of the property, assets and undertakings of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. ("Royal Timbers") 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. I make this Affidavit further to my previous fee affidavits sworn July 12, 2013, November 15, 2013, January 17, 2014, February 19, 2015 and June 11, 2015 in these proceedings and in support of the Receiver's motion (the "Motion") for, among other things, having the fees and disbursements of MT, as legal counsel to the Receiver, approved.

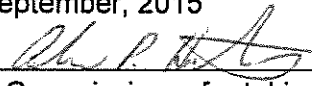
3. Attached hereto to this my Affidavit and marked as Exhibit "A" are copies of the invoices rendered by MT to BDO which reflect, *inter alia*, fees and disbursements of MT relating to the period June 1, 2015 through August 31, 2015 (the "Period"). The invoices rendered by MT and appended hereto as Exhibit "A" (the "MT Invoices") accurately reflect the services provided by MT in connection with the Period and the fees and disbursements

claimed by it. During the Period, the total fees billed were \$29,962.50, the disbursements billed were \$1,168.94, plus applicable taxes in the amount of \$4,040.60. Attached hereto to this my Affidavit and marked as Exhibit "B" is a statement summarizing MT's fees for the Period. Lawyers and staff at MT have collectively expended a total of 83.50 billable hours in connection with this matter during the Period as outlined in the summary of fees attached as Exhibit "B".

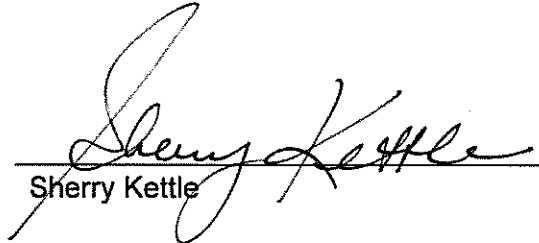
4. To the best of my knowledge, the rates charged by MT throughout these proceedings are comparable to the rates charged by other firms in the Southwestern Ontario market for the provision of similar services. No premiums have been charged on the invoices.

5. This Affidavit is sworn in connection with the Motion, namely, among other things, the approval of the fees and disbursements of MT, as legal counsel to the Receiver, and for no improper purpose.

SWORN before me at the City of London,
in the County of Middlesex, this 25th day of
September, 2015

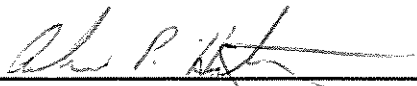


A Commissioner for taking affidavits.
Andrew P. Hertz

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Sherry Kettle

Attached are Exhibits "A" and "B" to the
Affidavit of Sherry Kettle sworn the 25th
day of September, 2015



A Commissioner, Etc.
Andrew R. Neatz



MILLER THOMSON LLP
MILLERTHOMSON.COM

ONE LONDON PLACE + 255 QUEENS AVENUE, SUITE 2010
LONDON, ON + N6A 5R8 + CANADA

T 519.931.3500
F 519.858.8511

ACCOUNT

July 16, 2015

Invoice Number 2766804

BDO Canada Limited
252 Pall Mall Street
Suite 103
London, ON N6A 5P6

Attention: Stephen N. Cherniak

TO PROFESSIONAL SERVICES RENDERED in
connection with the following matter including:

Re: Receivership of Banwell Development Corporation
Our File No. 082873.0010

Date	Initials	Description	Hours
06/01/2015	TV	[Project #3] Receive and review instructions from T. Van Klink regarding file procedure; consult with A. Roth regarding file procedure; commence Teraview due diligence searches; receive and review results; strategic planning with A. Roth regarding due diligence search results; commence in-depth property searches; receive and review results; draft memorandum to T. Van Klink with attachments and forward;	1.10
06/01/2015	TV	[Charge CE163207 / Discharge CE284257] Receive and review instructions from T. Van Klink regarding due diligence search procedure; commence Teraview due diligence searches; receive and review results; draft memorandum to T. Van Klink with attachments and forward;	0.50
06/01/2015	TV	[Project #4] Receive and review instructions from T. Van Klink regarding file procedure; consult with A. Roth regarding file procedure; commence Teraview due diligence searches; receive and review results; strategic planning with A. Roth regarding due diligence search results; commence in-depth property searches; receive and review results; draft memorandum to T. Van Klink with attachments and forward;	2.20

Date	Initials	Description	Hours
06/03/2015	AVK	Review additional searches and documents; work on report on Simba security	1.00
06/04/2015	AVK	Research re law of marshalling; work on report on Simba security	5.80
06/04/2015	SK	E-mail correspondence with Mr. Cherniak re sale of Phase 3;	0.10
06/05/2015	AVK	Revisions to and finalizing report on Simba security	1.80
06/05/2015	SK	Draft schedule to agreement of purchase and sale for 3155 Banwell Road; Request and review searches; Telephone conference with Ms. Wood re same; E-mail correspondence with client re same; Telephone calls to Mr. Flett (left voice messages); E-mail correspondence with Ms. Lehman re sale of Phase 3 and deposit cheque;	2.50
06/08/2015	AVK	Letter to service list	0.10
06/08/2015	SK	E-mail correspondence with Mr. Cherniak re APS for 3155 Banwell Road; E-mail correspondence with Ms. Lehman re same;	0.10
06/08/2015	JL	E-mail correspondence; prepare trust receipt;	0.20
06/10/2015	AVK	Telephone call with Mr. Cherniak; review and revise draft of Eighth report and confidential supplement;	1.30
06/11/2015	AVK	Drafting litigation status update for Receiver's eighth report to court; revisions to Receiver's eighth report to court; drafting notice of motion and draft orders; revise fee affidavit; e-mail to Mr. Cherniak; review parcel registers re claims to be expunged by vesting order	3.60
06/11/2015	SK	Telephone conference with Mr. Flett re signed APS on Phase 3; E-mail correspondence with Mr. Flett re same; E-mail correspondence with Ms. Lehman and Mr. Roth re same; Review and swear fees affidavit; Receive order re OMB claim; E-mail correspondence with client re same;	1.30
06/11/2015	JL	Compose e-mail to client;	0.20
06/12/2015	ASR	E-mail correspondence regarding closings;	0.20
06/12/2015	AVK	Finalize Receiver's Eighth Report to the Court and motion materials for same; e-mail to Mr. Cherniak; letter to service list	0.50
06/15/2015	SK	Prepare letter to City of Windsor with executed mutual release and dismissal order; Discussion with Ms. Lehman re registration of AVO's re land registrar changes;	0.20
06/15/2015	JL	E-mail correspondence regarding sale of Lot 27, Plan 12M546; draft discharge statement;	0.40
06/16/2015	ASR	E-mail correspondence;	0.20

Date	Initials	Description	Hours
06/16/2015	AVK	Review correspondence from Mr. Greene regarding scheduling of Lepara appeal and e-mail to Mr. Greene thereon	0.10
06/16/2015	JL	E-mail correspondence regarding Lot 27 discharge;	0.20
06/17/2015	AVK	E-mail to service list	0.10
06/18/2015	AVK	E-mail from Robert Reynolds and telephone call with Mr. Cherniak thereon	0.20
06/19/2015	AVK	E-mail to counsel for Simba	0.10
06/19/2015	JL	E-mail correspondence; draft financial documents for closing; compose letter to client;	0.30
06/22/2015	AVK	Review pleadings, file documents, productions and discovery transcripts for "Consolidated Action"	6.50
06/23/2015	ASR	E-mail correspondence; Telephone attendance regarding options on registration;	0.30
06/23/2015	AVK	Receive and review Branoff affidavit for June 24 motion; e-mails to Mr. Reynolds; telephone call with Mr. Reynolds; review Simba foreclosure action counterclaim; review materials and prepare for June 24 motion; continue review of file documents and consideration of issues in the "consolidated action"; discussions with Sherry Kettle re amendments to draft Approval and Vesting Order	5.20
06/23/2015	SK	Discussion with Mr. Van Klink re Approval and Vesting Order; Prepare letter to Mr. Laba re same; Telephone conference with Mr. Laba; Further telephone conference with Mr. Laba; E-mail correspondence with Mr. Laba; Discussion with Mr. Van Klink; Consider issues; Revise draft AVO; E-mail correspondence with Mr. Laba re same; Telephone call to Mr. Laba (left voice message);	1.50
06/24/2015	AVK	Attend on motion for approval of Receiver's Eighth Report, including sale of Phase 3 residential lands and distributions under Simba mortgages; attend at court office to entry of Approval and Vesting Order; meeting with Mr. Troup at Wintru office to review the "consolidated action"; travel to and from Windsor	9.70
06/24/2015	SK	E-mail correspondence with Mr. Laba re revised draft order; E-mail correspondence with Mr. Van Klink re same;	0.10
06/25/2015	TV	Receive and review instructions S. Jarrell regarding due diligence search procedure; commence Teraview due diligence searches; receive and review results; draft memorandum to S. Jarrell with attachments and forward;	0.30

Date	Initials	Description	Hours
06/25/2015	AVK	Telephone call with Mr. Cherniak re sale of commercial lands and consolidated action	0.40
06/25/2015	SK	E-mail correspondence with Mr. Cherniak re schedule for Tecumseh Road listing;	0.10
06/26/2015	ASR	Attend to discharge of VTB;	0.20
06/26/2015	TV	Receive and review instructions from S. Jarrell regarding due diligence search procedure; commence Teraview due diligence searches; receive and review results; draft memorandum to S. Jarrell with attachments and forward;	0.20
06/26/2015	AVK	Review documents and discussion with Sherry Kettle re ownership of lands registered in the name of Banwell as trustee	0.20
06/26/2015	SK	Review parcel register; Request and review instruments; Draft agreement of purchase and sale; Discussion with Mr. Van Klink re parcel register; Telephone call to Mr. Cherniak (left voice message); Telephone call to Mr. Branoff (on sick leave); Telephone conference with Mr. Trottier; Telephone conference with Mr. Cherniak; E-mail correspondence with Mr. Trottier; E-mail correspondence with Mr. Cherniak;	1.90
06/26/2015	JL	Various e-mail correspondence; prepare financial documents for closing;	0.30
06/29/2015	AVK	E-mail from and to Ms. Kuehl	0.10
06/29/2015	SK	Consider issues re Tecumseh Road property sale; Prepare letter to service list re approval and vesting order; Prepare letter to Mr. Laba re same; Telephone call to Ms. Denstedt re instrument (left voice message); Telephone conference with Ms. Denstedt; E-mail correspondence with Mr. Cherniak;	0.90
06/30/2015	AVK	Telephone call with Mr. Cherniak	0.20
06/30/2015	SK	E-mail correspondence with Ms. Denstedt re instrument; E-mail correspondence with Mr. Cherniak re same; Revise draft schedule for Tecumseh Lands; E-mail correspondence with Mr. Cherniak re same;	0.70

TOTAL HOURS 53.10

OUR FEE: \$23,235.00

Initials	Name	Title	Rate	Hours	Amount
5212	ASR	A. Roth	Partner	330.00	0.90 297.00
5403	AVK	A. Van Klink	Partner	525.00	36.90 19,372.50
5715	SK	S. Kettle	Partner	280.00	9.40 2,632.00
5767	JL	J. Lehman	Clerk	140.00	1.60 224.00

	Initials	Name	Title	Rate	Hours	Amount
5231	TV	T. Vogel	Clerk	165.00	4.30	709.50

TAXABLE DISBURSEMENTS

Parking	1.99	
Couriers	101.01	
Mileage/Parking	169.91	
Agent's Fees	40.00	
Copywork	120.10	
Long Distance Telephone	8.13	
Postage	0.77	
Fax	5.25	
Online Searches - Teranet	360.00	
Water Account Search	77.00	
Process Server Fees	9.43	
TOTAL TAXABLE	<u>893.59</u>	\$893.59

NON-TAXABLE DISBURSEMENTS

Issue Notice of Motion	50.00	
TOTAL NON-TAXABLE	<u>50.00</u>	\$50.00

TOTAL FEES AND DISBURSEMENTS: \$24,178.59

Harmonized Sales Tax (R119440766)

On Fees	\$3,020.55
On Disbursements	\$116.17

TOTAL AMOUNT DUE: \$27,315.31

E.&O.E.





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MILLERTHOMSON.COM

ONE LONDON PLACE + 255 QUEENS AVENUE, SUITE 2010
LONDON, ON + N6A 5R8 + CANADA

T 519.931.3500
F 519.858.8511

ACCOUNT

September 14, 2015

Invoice Number 2787559

BDO Canada Limited
252 Pall Mall Street
Suite 103
London, ON N6A 5P6

Attention: Stephen N. Cherniak

TO PROFESSIONAL SERVICES RENDERED in
connection with the following matter including:

Re: Receivership of Banwell Development Corporation
Our File No. 082873.0010

Date	Initials	Description	Hours
07/01/2015	AVK	E-mail from and to Ms. Kuehl re sale of phase 3 lands	0.10
07/02/2015	SK	E-mail correspondence with Ms. Denstedt; Telephone call to Ms. Denstedt (left voice message);	0.10
07/03/2015	SK	Telephone conference with Ms. Denstedt re instrument on parcel register; Telephone conference with Mr. Trottier; E-mail correspondence with Mr. Cherniak;	0.50
07/03/2015	DK	Obtain Corporation Profile Report for Morton Wholesale Ltd. and provide same to J. Lehman;	0.10
07/09/2015	AVK	Receive issued and entered order; letter to service list	0.10
07/10/2015	AVK	Review receiver's monthly reporting	0.10
07/20/2015	JL	Draft discharge documents for Lot 39, Plan 12M546;	0.30
07/21/2015	JL	E-mail correspondence; review of signed discharge documents;	0.10
07/23/2015	ASR	Respond to requisitions;	0.20

Date	Initials	Description	Hours
07/23/2015	JL	Draft and revise closing documents; various e-mail correspondence;	2.40
07/24/2015	ASR	Attend to unit transfer closing;	0.30
07/24/2015	JL	Prepare discharge paperwork for Lot 30, Plan 12M533; draft closing documents for Lot 39, Plan 12M546 & Lot 116, Plan 12M533; various e-mail correspondence;	1.00
07/27/2015	JL	Prepare and fax dscharge statement to other lawyer; e-mail correspondence;	0.30
07/28/2015	ASR	Attend to mortgage payout and discharge;	0.20
07/28/2015	JL	Various e-mail correspondence; prepare financial documents and outgoing couriers for closing;	0.30
07/29/2015	SK	Review letter from Mr. Laba;	0.10
07/29/2015	JL	Prepare discharge documents for Lot 23, Plan 12M533; various e-mail correspondence;	0.50
07/30/2015	JL	Prepare financial documents and correspondence for closings; various e-mail correspondence;	1.20
07/31/2015	ASR	Telephone attendance on lawyer for the purchaser regarding closing issue; Review parcel registers and relevant plans; E-mail correspondence; Discuss issue with clients; Extend closing;	1.20
07/31/2015	SK	Voice message from Mr. Laba; Telephone conference with Mr. Laba; Voice message to Ms. Lehman; Telephone conferences with Mr. Roth; Consider issues; Telephone conference with Mr. Flett; Further telephone conference with Mr. Roth;	2.00
07/31/2015	JL	Discussions with A. Roth & S. Kettle regarding one foot reserve issues; various e-mail correspondence;	1.30
08/04/2015	ASR	Review parcel registers provided; Telephone attendance on M. Laba; Review issue with respect to reserves and discuss same;	0.50
08/04/2015	SK	E-mail correspondence with Receiver re security deposits; Review issue re reserves; E-mail correspondence with Mr. Roth re same; Review parcel registers for reserves; Telephone conferences with Mr. Roth re same; Meeting with Mr. Van Klink; E-mail correspondence with Mr. Cherniak;	2.10
08/04/2015	JL	Telephone conference with Land registry office and discussion with A. Roth regarding Trustee capacity for subdivison lands;	0.20

Date	Initials	Description	Hours
08/05/2015	ASR	Review title matters concerning one foot reserves; Telephone attendance regarding extension of closing; Telephone attendance regarding review of plan;	0.90
08/05/2015	SK	E-mail correspondence with Mr. Cherniak; Telephone conference with Mr. Cherniak; Telephone conference with Mr. Roth; Voice message to Mr. Laba; Telephone conference with Mr. Laba; E-mail correspondence with Mr. Roth re reserve PINs; Voice message from Mr. Roth; Telephone conference with Mr. Roth and Ms. Lehman;	1.60
08/05/2015	JL	Discussions with A. Roth regarding reserve blocks;	1.80
08/06/2015	ASR	Attend to correspondence regarding closing;	0.20
08/06/2015	SK	Telephone call to Mr. Laba (left voice message); Telephone conference with Ms. Lehman; Telephone conference with Mr. Laba; Telephone conference with Mr. Cherniak; Review and revise draft Agreement of Purchase and Sale; Discussion with Ms. Lehman and Mr. Roth re same; Further review of draft APS re reserves; Provide instructions to Ms. Lehman; Telephone conference with Ms. Lehman; Review e-mail correspondence with Ms. Lehman; Telephone call to Mr. Laba (left voice message);	2.30
08/06/2015	JL	Various e-mail correspondence; draft discharge documentation for Lot 38, Plan 12M546; dicussions with S. Kettle and A. Roth; draft and revise Agreement of Purchase and Sale for Reserve Blocks;	1.80
08/07/2015	ASR	Telephone attendance on M. Laba; Tephone attendance on BDO; Extend closing; Agreement to amendments to method of closing;	0.60
08/07/2015	JL	Various e-mail correspondence; draft and revise Transfer documents; telephone conference with other lawyer regarding discharge for Lot 38; discussions with A. Roth;	1.00
08/10/2015	ASR	Receive and comment on undertaking form; Attend to closing;	0.60
08/10/2015	JL	Various e-mail correspondence; prepare financial documents and correspondence for Lot 38 discharge; various e-mail correspondence; draft and revise documents; prepare Applications and Transfer for registration;	1.70
08/12/2015	AVK	Review Southridge Homes lot reservation Agreement; telephone call with and e-mail to Mr. Cherniak thereon; e-mail to Mr. Gatti	0.50
08/13/2015	AVK	Review receiver's monthly report	0.10
08/18/2015	SK	Prepare letter to Mr. Laba re Hadi and security deposits;	0.10

Date	Initials	Description	Hours
08/18/2015	JL	Draft discharge documentation for Lot 33, Plan 12M546;	0.40
08/19/2015	JL	Review of signed discharge documents; e-mail correspondence;	0.20
08/20/2015	JL	Draft discharge documentation for Lot 3, Plan 12M546;	0.50
08/21/2015	JL	Review of signed documents; various e-mail correspondence;	0.10
08/31/2015	JL	Various e-mail correspondence regarding lump sum payment; draft discharge documentation; attend to various matters to facilitate partial discharge of vendor take back charge for two lots;	0.80
TOTAL HOURS			30.40

OUR FEE: \$6,727.50

Initials	Name	Title	Rate	Hours	Amount
5212	ASR	A. Roth	330.00	4.70	1,551.00
5403	AVK	A. Van Klink	525.00	0.90	472.50
5715	SK	S. Kettle	280.00	8.80	2,464.00
5768	DK	D. Kavanagh	140.00	0.10	14.00
5767	JL	J. Lehman	140.00	15.90	2,226.00

TAXABLE DISBURSEMENTS

Copies	10.64	
Couriers	28.33	
Corporate or Securities file searches	8.00	
Agent's Fees	59.80	
Copywork	61.50	
Long Distance Telephone	8.46	
Postage	0.77	
Fax	1.85	
Online Searches - Teranet	46.00	
TOTAL TAXABLE	225.35	\$225.35

TOTAL FEES AND DISBURSEMENTS: \$6,952.85

Harmonized Sales Tax (R119440766)

On Fees	\$874.58
On Disbursements	\$29.30

TOTAL AMOUNT DUE: \$7,856.73

E.&O.E.

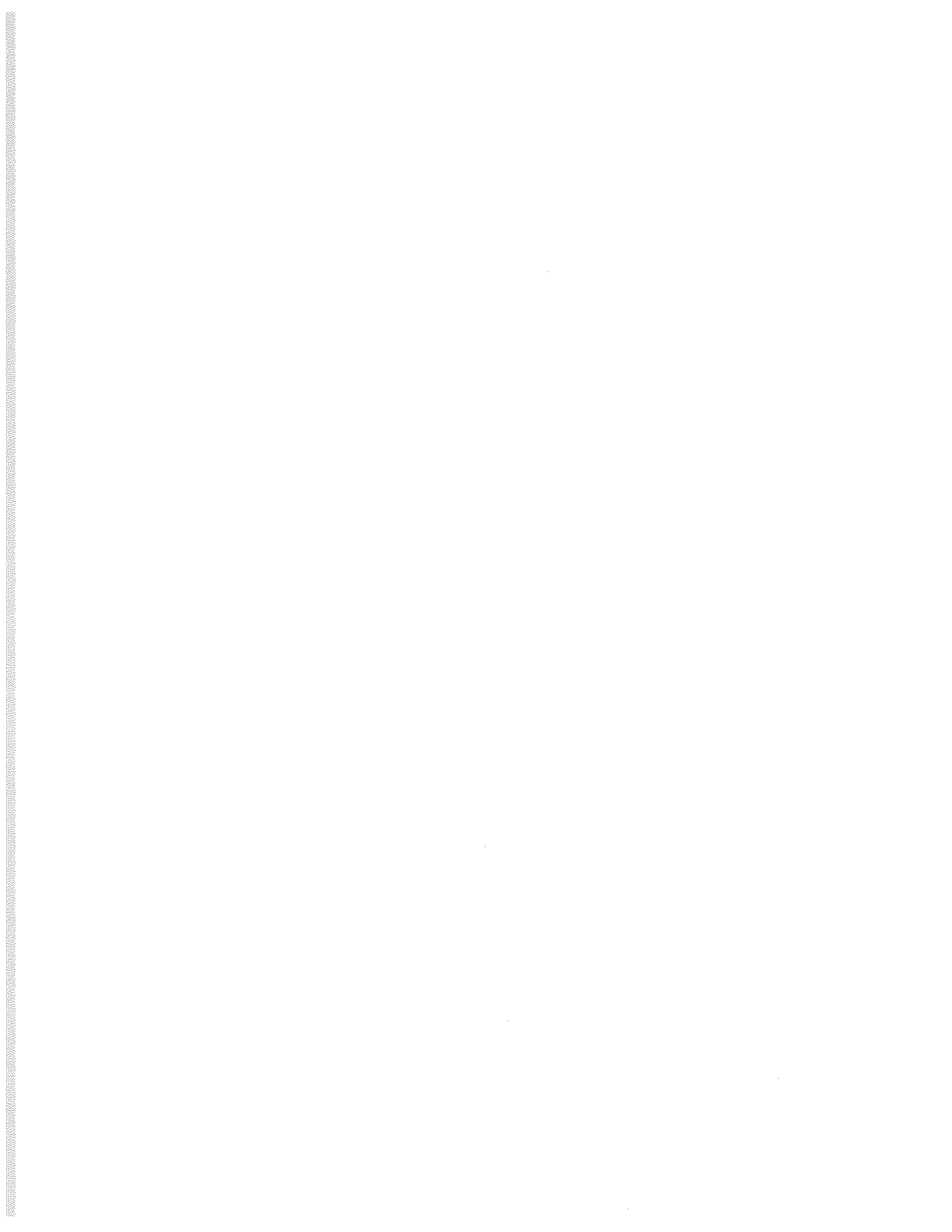


EXHIBIT "B"
Miller Thomson's Fees

Hours	Year of Call	Rate 2015	Inv.#2766804		Total Invoices
			July 16, 2015	September 14, 2015	
T. Van Klink	1988	\$525.00	36.90	0.90	37.80
S. Kettle	2007	\$280.00	9.40	8.80	18.20
A. Roth	2004	\$330.00	0.90	4.70	5.60
J. Lehman - Clerk	N/A	\$140.00	1.60	15.90	17.50
D. Kavanagh - Clerk	N/A	\$140.00	0.00	0.10	0.10
T. Vogel - Clerk	N/A	\$165.00	4.30	0.00	4.30
			53.10	30.40	83.50

Total \$	1988	2007	2004	N/A	N/A	N/A
T. Van Klink	\$19,372.50	\$472.50				\$19,845.00
S. Kettle	\$2,632.00	\$2,464.00				\$5,096.00
A. Roth	\$297.00	\$1,551.00				\$1,848.00
J. Lehman - Clerk	\$224.00	\$2,226.00				\$2,450.00
D. Kavanagh - Clerk	\$0.00	\$14.00				\$14.00
T. Vogel - Clerk	\$709.50	\$0.00				\$709.50
	\$23,235.00	\$6,727.50				\$29,962.50

Summary	Amount
Fees	\$23,235.00
Disbursements	\$943.59
Subtotal	\$24,178.59
HST	\$3,136.72
Total	\$27,315.31

Summary	Amount
Fees	\$6,727.50
Disbursements	\$225.35
Subtotal	\$6,952.85
HST	\$903.88
Total	\$7,856.73

Summary	Amount
Fees	\$29,962.50
Disbursements	\$1,168.94
Subtotal	\$31,131.44
HST	\$4,040.60
Total	\$35,172.04

KEVIN D'AMORE

Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED, SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Windsor

AFFIDAVIT OF SHERRY KETTLE

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Lawyers for BDO Canada Limited,
Court-appointed Receiver of
Banwell Development Corporation
and Royal Timbers Inc.

KEVIN D'AMORE
Applicant

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE
and ROYAL TIMBERS INC.

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**MOTION RECORD
(RETURNABLE OCTOBER 6, 2015)**

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