

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

**IN THE MATTER OF THE RECEIVERSHIP OF
NYGÅRD HOLDINGS (USA) LIMITED, NYGARD INC.,
FASHION VENTURES, INC., NYGARD NY RETAIL, LLC,
NYGARD ENTERPRISES LTD., NYGARD PROPERTIES LTD.
4093879 CANADA LTD., 4093887 CANADA LTD., AND
NYGARD INTERNATIONAL PARTNERSHIP**

**RICHTER ADVISORY GROUP INC.
SIXTH REPORT OF THE RECEIVER**

AUGUST 3, 2020

TABLE OF CONTENTS

I. INTRODUCTION	1
II. PURPOSE OF REPORT	3
III. TERMS OF REFERENCE	5
IV. ACTIVITIES OF THE RECEIVER	6
V. THE TORONTO PROPERTY	11
VI. POTENTIAL PRIORITY CLAIMS	16
VII. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	19
VIII. PROFESSIONAL FEES AND DISBURSEMENTS	21
IX. CONCLUSIONS	22

APPENDICES

APPENDIX “A” – Redacted copy of the Agreement of Purchase and Sale from NY Brand Studio Inc. dated May 15, 2020, as amended June 26, 2020

APPENDIX “B” – Affidavit of Greg Fenske affirmed on March 18, 2020

APPENDIX “C” – Summaries of the accounts of Richter (for the period from June 15, 2020 to July 26, 2020) and TDS (for the period of June 1, 2020 to July 19, 2020)

APPENDIX “D” – Redacted accounts of Richter (for the period from June 15, 2020 to July 26, 2020) and TDS (for the period of June 1, 2020 to July 19, 2020)

CONFIDENTIAL APPENDICES

CONFIDENTIAL APPENDIX “1” – Offer Summary – Toronto Property

CONFIDENTIAL APPENDIX “2” – Unredacted copy of the Agreement of Purchase and Sale from NY Brand Studio Inc. dated May 15, 2020, as amended June 26, 2020

CONFIDENTIAL APPENDIX “3” – CBRE Appraisal for 1 Niagara St dated January 31, 2020

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**RICHTER ADVISORY GROUP INC.
SIXTH REPORT OF THE RECEIVER**

AUGUST 3, 2020

I. INTRODUCTION

1. On March 18, 2020 (the “**Appointment Date**”), pursuant to an order (the “**Receivership Order**”) of the Court of Queen’s Bench (Winnipeg Centre) (the “**Manitoba Court**”) made in Court File No. CI 20-01-26627 (the “**Canadian Proceedings**”), Richter Advisory Group Inc. (“**Richter**”) was appointed as receiver (in such capacity, the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Nygård Holdings (USA) Limited, Nygard Inc., Fashion Ventures, Inc., Nygard NY Retail, LLC (collectively, the “**US Debtors**”), Nygard Enterprises Ltd. (“**NEL**”), Nygard International Partnership (“**NIP**”), Nygard Properties Ltd. (“**NPL**”), 4093879 Canada Ltd., and 4093887 Canada Ltd. (collectively, the “**Canadian Debtors**”) (the US Debtors and the Canadian Debtors together, the “**Nygard Group**” or the “**Debtors**”) to exercise the powers and duties set out in the Receivership Order, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, (the “**BIA**”) and section 55 of *The Court of Queen’s Bench Act*, C.C.S.M. c.C280.
2. The Receivership Order was granted pursuant to an application made by White Oak Commercial Finance, LLC, (the “**Agent**”) as administrative agent and collateral agent for and on behalf of White Oak and Second Avenue Capital Partners, LLC (collectively, the “**Lenders**”) pursuant to security held by the Lenders in the Property of the Debtors provided in connection with a certain loan transaction and a revolving credit facility (the “**Credit Facility**”) provided thereunder.
3. The Credit Facility was provided to the Debtors pursuant to a Credit Agreement dated December 30, 2019 (the “**Credit Agreement**”) as defined in, and attached as Exhibit “D” to, the Affidavit of Robert Dean affirmed March 9, 2020 and filed in these proceedings.
4. Also on March 18, 2020, the Receiver, as the duly appointed foreign representative of the Debtors, commenced proceedings in the United States Bankruptcy Court for the Southern District of New York (the “**US Court**”) by filing, among other things, petitions (the “**Chapter 15 Petitions**”) on behalf of the Receiver in relation to the Debtors pursuant to sections 1504 and 1515 of the US Bankruptcy Code seeking recognition by the US Court of the Canadian proceedings as a foreign main proceeding (the “**Chapter 15 Proceedings**”). On March 26, 2020, the US Court entered, among other things, a provisional recognition order and, on April 23, 2020, the US Court granted a final order (the “**Final US Recognition Order**”) recognizing, among other things, the Canadian Proceedings as the foreign main proceeding. The Canadian Proceedings and the Chapter 15 Proceedings are together hereinafter referred to as the “**Receivership Proceedings**”.
5. On April 29, 2020, the Manitoba Court made various Orders, including an Order (the “**Sale Approval Order**”) which, among other things, approved an agreement (the “**Consulting and Marketing Services Agreement**”) between the Receiver and a contractual joint venture comprised of Merchant Retail Solutions, ULC, Hilco Merchant Resources,

LLC, Hilco IP Services, LLP dba Hilco Streambank, and Hilco Receivables, LLC (collectively, “**Hilco**” or the “**Consultant**”), and White Oak Commercial Finance, LLC, pursuant to which the Consultant will provide certain consulting, marketing and related asset disposition services. In addition, as it appeared that a going concern or “en-bloc” sale of the Nygard Group’s assets was not likely, the Sale Approval Order authorized the Receiver to liquidate the Nygard Group’s retail inventory and owned furniture, fixtures and equipment through temporarily re-opened stores (the “**Liquidation Sale**”), as soon as circumstances permit. As certain details regarding the Liquidation Sale of particular importance to landlords of the Nygard Group’s retail stores (the “**Landlords**”) were not capable of being known with any precision or certainty at that time (given COVID-19 restrictions on non-essential business activities), the Sale Approval Order set out a process that required the Receiver to obtain a further order of the Manitoba Court addressing certain specified matters prior to commencement of the Liquidation Sale.

6. On April 29, 2020, the Manitoba Court made two (2) further Orders: (i) an Order (the “**General Order**”) addressing, among other things, various general matters, including certain amendments to the Receivership Order (limiting the scope of the Receivership Order in relation to the property, assets and undertakings of NEL and NPL) and the procedure for landlord access to properties leased to Nygard Inc. by certain non-Debtor members of the Nygard organization, and (ii) an Order (the “**Documents and Electronic Files Access Order**”) establishing the protocol for requesting access to and / or production of documents and electronic files purported to be in the possession or control (or subject to the possession or control) of the Receiver by certain non-Debtor members of the Nygard organization or directors, officers and employees of the Nygard Group.
7. On May 13, 2020, Edson’s Investments Inc. (“**Edson’s**”) and Brause Investments Inc. (“**Brause**” and collectively, the “**Gardena Landlords**”) filed a notice of motion (the “**Gardena Motion**”) with the Manitoba Court for an order requiring the Receiver to (i) pay occupancy rent and maintain the California Properties (as hereinafter defined) in accordance with the California Properties Leases (as hereinafter defined) and (ii) to advise the Gardena Landlords of its intentions regarding the occupancy of the California Properties by no later than May 31, 2020, or in the alternative, an order lifting of the stay of proceedings granted by the Manitoba Court in these proceedings so that the Gardena Landlords may terminate the California Properties Leases for failure of the Receiver to pay occupancy rent and retake possession of the California Properties. The Gardena Motion is scheduled to be heard by the Manitoba Court on August 10, 2020.
8. On June 2, 2020, as required by the Sale Approval Order and in anticipation of commencing the Liquidation Sale where permitted to do so (taking into consideration local public health orders and related COVID-19 restrictions), the Manitoba Court made an Order (the “**Landlord Terms Order**”) addressing certain Landlord matters in relation to the conduct of the Liquidation Sale.

9. On June 30, 2020, the Manitoba Court made an Order (the “**Notre Dame Approval and Vesting Order**”) approving, among other things, the sale of certain NPL real property located at 1300, 1302 and 1340 Notre Dame Avenue and 1440 Clifton Street (the “**Notre Dame Property**”) in Winnipeg, Manitoba.
10. On June 30, 2020, the Manitoba Court also made an Order (the “**Dillard’s Settlement Approval Order**”) approving, among other things, the terms of an agreed Settlement Agreement and Release of Claims between the Receiver and Dillard’s Inc.
11. In accordance with the Receivership Order, the Receiver has established a website (the “**Receiver’s Website**”) for the purposes of these proceedings at <https://www.richter.ca/insolvencycase/nygard-group>.
12. Copies of the pleadings and other materials filed in the Receivership Proceedings, other than affidavits sealed by Order of the Manitoba Court, and the various Orders issued by the Manitoba Court are posted to and available for review at the Receiver’s Website.
13. Copies of the pleadings and other materials filed in the Chapter 15 Proceedings, and the various Orders issued by the US Court are also posted to and available for review at the Receiver’s Website.
14. The Receiver has engaged Thompson Dorfman Sweatman LLP (Winnipeg) (“**TDS**”) as its Canadian counsel, and Katten Muchin Rosenman LLP (New York) (“**Katten**”) as its U.S. counsel.

II. PURPOSE OF REPORT

15. The Receiver filed its first report dated April 20, 2020 (the “**First Report**”) and its supplementary first report dated April 27, 2020 (the “**Supplementary First Report**”) in support of the Receiver’s motion returnable April 29, 2020. Copies of the First Report and the Supplementary First Report are available on the Receiver’s Website.
16. The Receiver filed its second report dated May 27, 2020 (the “**Second Report**”) and its supplementary second report dated May 31, 2020 (the “**Supplementary Second Report**”) in support of the Receiver’s motion returnable June 1, 2020 seeking, among other things, the Landlord Terms Order. Copies of the Second Report and the Supplementary Second Report are available on the Receiver’s Website.
17. The Receiver filed its third report dated June 22, 2020 (the “**Third Report**”) and its supplementary third report dated June 29, 2020 (the “**Supplementary Third Report**”) in support of the Receiver’s motion returnable June 25, 2020 seeking, among other things, the Notre Dame Approval and Vesting Order. A copy of the Third Report is available on the Receiver’s Website.

18. The Receiver filed its fourth report dated June 27, 2020 (the “**Fourth Report**”) in support of the Receiver’s motion returnable June 30, 2020 seeking, among other things, the Dillard’s Settlement Approval Order. A copy of the Fourth Report is available on the Receiver’s Website.
19. The Receiver filed its fifth report dated July 6, 2020 (the “**Fifth Report**”) in response to the Gardena Landlords’ motion returnable August 10, 2020. A copy of the Fifth Report is available on the Receiver’s Website.
20. The purpose of this report, the Receiver’s sixth report (the “**Sixth Report**”) is to provide information to the Manitoba Court in respect of the following:
 - (a) the actions and activities of the Receiver since the Third Report;
 - (b) the status of the Receiver’s sale efforts in respect of the Nygard Group’s real property located at 1 Niagara Street in Toronto, Ontario (the “**Toronto Property**”), including the Receiver’s recommendation in support of an order approving the sale of the Toronto Property and related assets as described in the APS (the “**Niagara Assets**”) to NY Brand Studio Inc. (“**NYB**” or the “**Purchaser**”), which order is being sought at a motion to be heard August 10, 2020, or earlier in writing in the event no interested parties indicate an intention to oppose such an order;
 - (c) the terms of an accepted Agreement of Purchase and Sale (the “**APS**”) dated May 15, 2020 (as amended June 26, 2020) between the Receiver and NYB for the sale of the Niagara Assets which is subject to the approval of the Manitoba Court (the “**Transaction**”);
 - (d) the Receiver’s present estimate of potential claims (the “**Potential Priority Claims**”) that may rank in priority to the Lenders’ security;
 - (e) the Receiver’s interim statement of receipts and disbursements for the period from the Appointment Date to July 25, 2020 (the “**July 25 Interim R&D**”); and
 - (f) the fees and disbursements of the Receiver and its counsel.
21. A further purpose of this Sixth Report is to provide the Manitoba Court with an evidentiary basis to make Orders:
 - (a) approving the APS and the Transaction and authorizing and directing the Receiver to complete the Transaction;

- (b) vesting, upon the closing of the Transaction, all of NIP and NPL's right, title and interest in and to the Niagara Assets (as hereinafter defined) to the Purchaser free and clear of all liens, charges, security interests and other encumbrances (the "**Approval and Vesting Order**");
- (c) sealing the CBRE Appraisal (as hereinafter defined), the Offer Summary (as hereinafter defined) and the unredacted version of the APS until the closing of the Transaction or further order of the Manitoba Court;
- (d) approving this Sixth Report and the actions / activities of the Receiver described herein;
- (e) approving the July 25 Interim R&D; and
- (f) approving the fees and disbursements of the Receiver and TDS in the amounts set out in this Sixth Report.

III. TERMS OF REFERENCE

22. In preparing this Sixth Report, the Receiver has relied upon information and documents prepared by the Debtors and their advisors, including unaudited, draft and / or internal financial information, the Debtors' books and records, discussions with representatives of the Debtors, including current and former employees, executives and / or directors, legal counsel to Mr. Peter Nygard and certain related non-Debtor entities, the Lenders and their legal counsel, and information from third-party sources (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in the Sixth Report, Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, Richter has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, Richter expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
23. The Receiver has prepared this Sixth Report in its capacity as a Court-appointed officer to support the approval of the APS, the Transaction and other relief being sought. Parties using this Sixth Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes, and consequently should not be used for any other purpose.
24. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Receivership Order.
25. Unless otherwise noted, all monetary amounts contained in this Sixth Report are expressed in Canadian dollars.

IV. ACTIVITIES OF THE RECEIVER

26. The actions / activities of the Receiver since the commencement of the Receivership Proceedings to June 22, 2020 are detailed in the First Report, the Second Report and the Third Report. Subsequent to the filing of the Third Report, the Receiver's activities, certain of which are reported on in further detail later in this Sixth Report, have included:

- (a) maintaining and updating, as necessary, the Receiver's Website, where relevant materials in connection with the Receivership Proceedings are available in electronic format;
- (b) assisting the Nygard Group in its communications with landlords and suppliers;
- (c) responding to enquiries from various interested parties, including addressing questions / concerns communicated by parties who contacted the Receiver via the telephone hotline (1.866.737.7587) or email account (nygard@richter.ca) established by the Receiver;
- (d) communicating with employees of the Debtors;
- (e) liaising with Service Canada on claims submitted by former employees of NIP pursuant to the *Wage Earner Protection Program Act* ("WEPPA");
- (f) corresponding with current and former employees of NIP regarding the status of claims and payments under WEPPA;
- (g) communicating with Canada Revenue Agency in connection with its requests to conduct an audit of the Nygard Group's payroll remittance and other tax accounts;
- (h) investigating the activities and conduct of the Debtors and their directors, officers and senior management both prior to and subsequent to the Appointment Date and gathering information as to numerous matters related to such conduct arising in the Receivership Proceedings;
- (i) reviewing and responding to demands for repossession of goods received from suppliers pursuant to section 81.1(1) of the BIA;
- (j) communicating with interested parties regarding the Property;
- (k) communicating (through TDS and Katten) extensively with various counsel for Mr. Peter Nygard (and other non-Debtor parties) regarding various matters in connection with the Receivership Proceedings, including requests for access to and searches for certain information / documentation purportedly under or subject to

the control of the Receiver, requests for access to certain premises, matters related to the scope of the Receivership Order and other matters;

- (l) endeavoring to clarify and respond to physical document searches in response to search requests made pursuant to the Documents and Electronic Files Access Order by the Gardena Landlords;
- (m) communicating with counsel to the Gardena Landlords in connection with the Gardena Motion;
- (n) communicating with counsel to certain landlords regarding the Liquidation Sale and the Landlord Terms Order;
- (o) attending to the matters related to the Notre Dame Approval and Vesting Order, including the closing of the transaction thereto;
- (p) attending to the matters related to the Dillard's Settlement Approval Order;
- (q) communicating with the Lenders and their counsel, either directly or through TDS and Katten, in connection with the funding and other aspects of the Receivership Proceedings;
- (r) communicating extensively with TDS and Katten in connection with the Receivership Proceedings and the Chapter 15 Proceedings;
- (s) responding to the subpoena issued to Nygard Inc. by the Grand Jury, Southern District of New York;
- (t) communicating extensively with the Consultant and counsel in connection with matters relating to the collection of accounts receivable, the sale of the intellectual property, the disposition of wholesale inventory in the US, and the Liquidation Sale;
- (u) attending to various litigation matters in Canada and the US;
- (v) attending to matters related to recovery of payroll funds subject to court-ordered reimbursement, and certain improper utilities charges on the Debtors' corporate credit card facility;
- (w) investigating and considering next steps regarding certain Nygard Group vehicles in the possession of or purportedly transferred to certain (now former) Nygard Group employees prior to the Appointment Date;
- (x) investigating the interests of NPL in certain Falcon Lake, Manitoba cottage property;
- (y) investigating the interests of NPL in certain real property located at 40 Fieldstone Drive located in Vaughan, Ontario;

- (z) continuing to address the matter of the recovery of electronic files deleted through the use of the accounts of certain (now former) Nygard Group employees on the date of, or following the commencement of proceedings for, the appointment of the Receiver;
- (aa) communicating with the Purchaser, EXP Services Inc. and CBRE Limited ("**CBRE**") with respect to a phase II environmental site assessment of the Toronto Property;
- (bb) communicating with the Purchaser with respect to an amendment (the "**Amendment**") to the APS;
- (cc) communicating with Colliers International ("**Colliers**") with respect to the sale and marketing of the Nygard Group's real property located 702-708 Broadway Avenue and 1771 Inkster Boulevard in Winnipeg, Manitoba;
- (dd) monitoring the Debtors' cash receipts and disbursements, and providing funding to the Debtors to pay their post-filing obligations as set out herein;
- (ee) recording receipts and disbursements, including the preparation of the July 25 Interim R&D;
- (ff) preparing the Supplementary Third Report, the Fourth Report, and the Fifth Report;
- (gg) attending before the Manitoba Court in connection with the Notre Dame Approval and Vesting Order, and the Dillard's Settlement Approval Order;
- (hh) preparing this Sixth Report; and
- (ii) other matters in connection with the administration of the Receivership Proceedings.

The Liquidation Sale

- 27. As at the date of the Sixth Report, the Liquidation Sale had been commenced in 165 of the Nygard Group's retail stores.
- 28. As noted in the Third Report, on June 5, 2020, the Receiver delivered, on behalf of the Debtors, a notice of repudiation in accordance with the terms of the Landlord Terms Order to the landlord of one retail store with an effective surrender date of June 20, 2020.
- 29. On July 20, 2020, the Receiver delivered, on behalf of the Debtors, notices of repudiation in accordance with the terms of the Landlord Terms Order to the landlords of nine (9) of the Debtors' retail stores, all with an effective surrender date of August 4, 2020. Following discussions with one of the landlords, the Receiver subsequently

rescinded one of the notices of repudiation and intends to continue the Liquidation Sale at that store until further notice.

30. On July 31, 2020, the Receiver delivered, on behalf of the Debtors, notices of repudiation in accordance with the terms of the Landlord Terms Order to the landlords of seventeen (17) of the Debtors' retail stores, all with an effective surrender date of August 18, 2020.
31. The current status of the Nygard Group retail locations is summarized in the below chart:

Status of Canadian Retail Stores		
	Lease Repudated or Store Closed	Open
Alberta	4	19
British Columbia	3	13
Manitoba	1	7
New Brunswick	2	4
Newfoundland	1	5
Nova Scotia	2	11
Ontario	11	62
Prince Edward Island		2
Quebec	3	7
Saskatchewan		8
Total	27	138

32. The Receiver notes that one retail store, which was attached to the Notre Dame Property, closed on July 22, 2020 prior to the closing of the sale of the Notre Dame Property.

Demands for Repossession of Goods

33. As noted in the First Report, the Receiver received claims from two (2) suppliers, Indo Jordan Clothing Company ("**Indo Jordan**") and M&M Footwear ("**M&M**"), pursuant to section 81.1(1) of the BIA demanding that the Receiver either pay for, or return, certain goods supplied in the thirty (30) days prior to the Appointment Date (together, the "**Section 81.1(1) Claims**" and each a "**Section 81.1(1) Claim**").
34. As also noted in prior reports, the Receiver was initially restricted in its ability to assess the Section 81.1(1) Claims due to Covid-19 restrictions. On May 14, 2020, the Receiver wrote to each of Indo Jordan and M&M (or their respective counsel) to, among other things, confirm those goods identified in the Section 81.1(1) Claims that met the requisite criteria for repossession under Section 81.1(1) of the BIA (the "**Section 81 Merchandise**") based on the limited review of the Section 81.1(1) Claims that the Receiver had been able to complete at that time and advise that

the Receiver would complete its review of the Section 81.1(1) Claims at its earliest opportunity. The Section 81 Merchandise identified by the Receiver was made available for repossession by each of Indo Jordan and M&M, as appropriate.

35. As at the date of this Sixth Report, the Receiver has completed its review of the Section 81.1(1) Claims, including those goods located at the Nygard Group's warehouse located in Gardena, California (the "**Gardena Warehouse**"). The Receiver has also communicated its findings in respect of the Section 81.1(1) Claims to each of Indo Jordan and M&M and made any further identified Section 81 Merchandise available for repossession by each of Indo Jordan and M&M (as the case may be) in accordance with the provisions of the BIA.
36. Although Indo Jordan initially contacted the Receiver to coordinate the repossession of the Section 81 Merchandise located at the Gardena Warehouse, Indo Jordan took no further steps to repossess the Section 81 Merchandise attributable to Indo Jordan. Consequently, on July 27, 2020, the Receiver provided notice to Indo Jordan that the Section 81 Merchandise located at the Gardena Warehouse would be included in the Liquidation Sale.
37. Representatives of M&M have been in communication with the Receiver to confirm the logistics for repossession of the Section 81 Merchandise attributable to M&M. The Receiver notes that M&M has commenced repossession of said merchandise on July 29, 2020 at certain of the Debtors' retail stores.

The Notre Dame Property

38. As noted above, on June 30, 2020, the Manitoba Court made the Notre Dame Approval and Vesting Order approving, among other things, the sale of the Notre Dame Property. Pursuant to the offer to purchase (the "**Notre Dame Agreement**") for the Notre Dame Property, closing was to occur thirty (30) days immediately following the date of the Notre Dame Approval and Vesting Order.
39. On July 8, 2020, Mist Holdings Inc. notified the Receiver of its intention to appoint 1300 Notre Dame Holdings Inc. (the "**Notre Dame Purchaser**") as its nominee to for purposes of concluding the transaction pursuant to the Notre Dame Agreement.
40. On July 31, 2020, the Notre Dame Purchaser released the balance of the purchase price to TDS and the sale of the Notre Dame Property closed. After payment of commissions to Colliers in respect of the sale the Notre Dame Property and upon completion of registration at the Land Titles Office, TDS will release the balance of the proceeds to the Receiver to remit to the Lenders.

V. THE TORONTO PROPERTY

Property Description

41. The Toronto Property is located at 1 Niagara Street in downtown Toronto and acted as the Debtors' international sales offices. The Toronto Property is situated on 700m² of land, of which the building footprint covered 540m² and the remainder of the site consists of asphalt parking and landscaped land. The building on the Toronto Property is comprised of 5 floors (including basement) totaling approximately 25,000 sqft. The Toronto Property also contained an attached above-ground 2-storey garage, which provided parking for up to 4 vehicles. The site is zoned as Commercial Residential Employment by the City of Toronto.
42. The Receiver understands a four-storey commercial structure was originally constructed on the site in 1924-1925 and the Debtors added the fifth storey after purchasing the property in [1986]. As part of these renovations, the Debtors also added a glass retractable roof over a portion of the fifth floor.
43. On or about April 17, 2020, the Receiver engaged Envirovision Inc. ("**Envirovision**") to perform a Phase I Environmental Site Assessment ("**ESA**") for the Toronto Property. On April 27, 2020, Envirovision delivered the ESA to the Receiver, which identified the following as potential areas of environmental concern:
 - (a) a 1925 site plan report for the Toronto Property identified three 500-gallon oil tanks buried in the sand within the west end of the property. No documentation on the decommissioning of the storage tanks was available for review;
 - (b) the property situated immediately adjacent to the west side of the Toronto Property has been used for commercial/light industrial purposes since the 1920s. Former occupants include Sutton Graphics Inc., a printing facility, which was a registered generator of photo-processing wastes from 1986 to 1998; and
 - (c) the 1954 fire insurance plans indicate that one underground storage tank was situated approximately at 25 metres to the east of the Toronto Property.
44. Envirovision recommended completing a Phase II ESA to investigate the potential subsurface soils and groundwater at the Toronto Property.

Overview of Marketing Process

45. As noted in the First Report, on April 1, 2020, the Receiver, White Oak and CBRE entered into a listing agreement in respect of the Toronto Property. Further, the listing agreement for the Toronto Property contained a carve-out for reduced commission to CBRE (and no cooperating broker commission) in the event of a sale to a party previously

identified by the Receiver to CBRE. One of those parties was NYB, which initially contacted the Receiver on or about March 19, 2020 to discuss the Toronto Property. NYB had previously indicated an interest in purchasing the Toronto Property from the Debtors during the NOI proceedings, as discussed in greater detail below.

46. The Toronto Property was listed on MLS on April 7, 2020 at a listing price of \$23,000,000 with bids not accepted until April 30, 2020. The key aspects of the marketing process undertaken by CBRE with respect to the Toronto Property, and its results, are summarized as follows:
- (a) on or about April 3, 2020, CBRE disseminated a “coming soon” email communication to its database of clients from Toronto and beyond to advise of the upcoming Toronto Property transaction opportunity. On or about April 7, 2020, CBRE disseminated an email communication to a targeted list of prospective purchasers, which communications included a link to a photo and video tour as well as the manner in which offers were to be submitted for the Toronto Property. On April 21, 2020, CBRE disseminated another email communication to follow-up on the Toronto Property transaction opportunity. In total, over 3,000 commercial real estate brokers, users, developers and investors (the “**Prospective Purchasers**”) from across Canada were canvassed by CBRE regarding the Toronto Property transaction opportunity;
 - (b) on April 16 and April 21, 2020, CBRE included an advertisement for the Toronto Property in the Globe & Mail, Report on Business real estate section;
 - (c) approximately 110 parties (the “**Interested Parties**”) contacted CBRE to inquire about the Toronto Property, of which 53 signed confidentiality agreements and accessed the electronic data room prepared by CBRE to provide additional information on the Toronto Property. The Receiver understands a copy of the ESA, as well as a form of the agreement of purchase and sale (the “**Template APS**”) were included in the data room;
 - (d) CBRE, with the assistance of the Receiver, facilitated due diligence efforts by, among other things, coordinating site visits to view and inspect the Toronto Property. In total, 16 parties attended at the Toronto Property for a site tour;
 - (e) on April 7, 2020, NYB presented a non-binding offer to potentially act as a “stalking horse” in connection with the Toronto Property. After consultation with the Lenders, the Receiver rejected the offer;
 - (f) on April 15, 2020, NYB presented another non-binding offer (the “**April 15 Offer**”) to act as a stalking horse in connection with the Toronto Property. The Receiver notes the April 15 Offer did not conform to the template APS included in the data room. After consultation with the Lenders, the Receiver rejected NYB’s offer to act as a stalking horse and advised NYB of the April 30, 2020 bid date for the Toronto Property;

- (g) on April 30, 2020, 10 parties (the “**Bidders**”), including NYB, submitted conditional offers to purchase the Toronto Property, the majority of which included an environmental condition. The Receiver notes all of the offers received were significantly below the list price. After consultation with CBRE and the Lenders, the Receiver advised CBRE to engage in discussions with the top three Bidders to refine their respective offers and conditions, and submit final bids by no later than May 7, 2020. Additionally, the Receiver contacted NYB to advise of the May 7, 2020 resubmission deadline and provided a copy of the Template APS;
 - (h) on May 7, 2020, 4 of the Bidders (now the “**Offerors**”), including NYB, resubmitted offers, of which 3 contained conditions and 1 was unconditional but provided the lowest consideration. After consultation with CBRE and the Lenders, the Receiver advised CBRE to engage in negotiations with the top 3 Offerors to seek certain clarifications and negotiate a final agreement for the Toronto Property. However, CBRE advised the Receiver that one of the Offerors subsequently decided to withdraw its offer due to concerns related to Covid-19 and its adverse impact on commercial real property prices; and
 - (i) CBRE, in consultation with the Receiver, engaged in negotiations with the remaining 2 Offerors and on May 15, 2020, the Receiver and NYB executed the APS. The APS included a conditional period of forty-five (45) days from acceptance of the APS to allow NYB to complete and be satisfied with the results of a phase II environmental assessment (the “**Environmental Condition**”) of the Toronto Property. A copy of the APS (including the Amendment, as further described below), redacted for pricing information, is attached hereto as **Appendix “A”**.
47. On May 19, 2020, NYB delivered the First Deposit (as defined in the APS) to TDS. On June 26, 2020, NYB and the Receiver executed the Amendment which confirmed the Environmental Condition had been irrevocably satisfied and made the following amendments to the original APS:
- (a) the Receiver would not pursue the Approval and Vesting Order until July 20, 2020;
 - (b) the closing date for the Transaction would occur on the date that is 15 calendar days (not business days) from the date of the Approval and Vesting Order;
 - (c) NYB would be required to provide an additional deposit (the “**Third Deposit**”) on or before July 15, 2020; and
 - (d) certain miscellaneous equipment and items (the “**Additional Equipment**”) owned by NIP and located at the Toronto Property would be included as “chattels and fixtures” pursuant to the APS.
48. On June 30, 2020, and July 15, 2020, NYB delivered the Second Deposit (as defined in the APS) and the Third Deposit, respectively, to TDS.

49. The Receiver has prepared a schedule summarizing and comparing the APS and other offers (the “**Offer Summary**”) received by CBRE as part of the marketing process for the Toronto Property. The Offer Summary and the unredacted APS (including the unredacted Amendment) have been filed separately with the Manitoba Court as **Confidential Appendix “1”** and **Confidential Appendix “2”**, respectively.
50. As detailed in the Affidavit of Greg Fenske dated March 11, 2020, NYB previously presented an offer (the “**March 11 Offer**”) dated March 11, 2020 to the Debtors to purchase the Toronto Property for total consideration of \$24 million. The Receiver notes the March 11 Offer was highly conditional and provided NYB with a thirty day due diligence period to satisfy itself, in its absolute and unfettered discretion, with (i) the physical condition of the Toronto Property and (ii) the suitability, feasibility, and viability of the Toronto Property for NYB’s intended use.
51. On March 18, 2020, the Debtors presented a revised unconditional offer (the “**March 16 Offer**”) from NYB dated March 16, 2020 to the Manitoba Court on a confidential basis. Attached hereto as **Appendix “B”** is a copy of the Affidavit of Greg Fenske (the “**March 18 Fenske Affidavit**”) dated March 18, 2020, which contains a redacted copy of the March 16 Offer. The Receiver notes the following statements that were contained in the March 18 Fenske Affidavit:
- (a) in paragraph 23, the Debtors note a change in the value of the offer for the Toronto Property, which was explained in an email that was attached to a confidential affidavit;
 - (b) in paragraph 24, the Debtors assert that “*given the current world market conditions that these prices are the best prices available and if further time is taken, the prices may actually go down and not up*”; and
 - (c) in paragraph 29, Mr. Fenske states that in his view the consideration to be paid under the March 16 Offer was reasonable and fair and substantially higher than a liquidation value of the Debtors’ assets in a bankruptcy or receivership.
52. The Receiver notes that while the purchase prices under both the APS and the March 16 Offer are redacted, the consideration offered by NYB under the APS significantly exceeds the value that was contained in the March 16 Offer and is in line with the valuation contained in the CBRE Appraisal. Further as discussed below, the Transaction contemplated by APS is on the same or more favourable terms than those contemplated under the March 16 Offer.
53. In order to further advise the Manitoba Court on the Transaction, the Receiver has filed separately with the Manitoba Court, as **Confidential Appendix “3”**, a copy of an appraisal report dated January 31, 2020 prepared by CBRE for the Agent (the “**CBRE Appraisal**”) as part of its due diligence for the Credit Facility.

54. In the event that the Manitoba Court approves the Transaction and the APS, but the Transaction does not close, the Receiver is of the view that efforts to remarket the Toronto Property may be impaired if the CBRE Appraisal, the Offer Summary and the unredacted APS are made public at this time. In the circumstances, the Receiver believes that it is appropriate for the CBRE Appraisal, the Offer Summary and the unredacted APS to be filed with the Manitoba Court on a confidential basis and sealed until the closing of the Transaction or upon further order of the Manitoba Court.

The Transaction

55. Key elements of the Transaction are as follows:

- (a) the Purchaser is acquiring, on an “as is, where is” basis, the Niagara Assets, including the Toronto Property, all buildings and fixtures situated in or upon the Toronto Property, all HVAC and distribution systems, plumbing and bathroom fixtures, and electrical fixtures used in the operation of the Toronto Property buildings, but excluding any fixtures and equipment or chattels other than the Additional Equipment used in connection the Nygard Group’s business operated out of the Toronto Property ;
- (b) the Purchaser was required to pay the Deposits, which in aggregate represent approximately 15% of the total purchase price, to be held, in trust, by TDS pending the closing of the Transaction;
- (c) the Transaction is conditional on the Manitoba Court issuing the Approval and Vesting Order on or before September 30, 2020, or any extension thereof as may be agreed to between the Purchaser and the Receiver;
- (d) as noted above, the Transaction is scheduled to close on the day that is fifteen (15) days immediately following the date of the Approval and Vesting Order.

56. The Receiver is of the view that the Transaction represents the best recovery for the Niagara Assets in the circumstances and recommends that the Manitoba Court issue an order approving the APS and the Transaction for the following reasons:

- (a) the marketing process undertaken by the Receiver, with the assistance of CBRE, and the activities undertaken by the Receiver leading to the Transaction, were designed to solicit interest from a number of *bona fide* parties that would be interested in and familiar with industrial real property assets;
- (b) the market has been extensively canvassed in the process leading up to the Transaction, including by the Debtors prior to and during the NOI proceedings, and all likely bidders have already been provided with an opportunity to bid on the Toronto Property;

- (c) the further marketing of the Toronto Property would not likely result in greater realizations and may put the Transaction at risk impairing recoveries;
- (d) the Transaction represents the highest binding offer received for the Toronto Property and also exceeds the March 16 Offer, which was previously presented for approval by the Debtors to the Manitoba Court as part of the NOI proceedings;
- (e) the Lenders support the Transaction; and
- (f) the Purchaser is able close (the “**Closing Date**”) 15 days after making of the Approval and Vesting Order, the proceeds of which could result in a full payment to the Lenders of their outstanding advances under the Credit Facility and the Receiver’s Borrowings (collectively, the “**Lenders’ Debt Balance**”).

VI. POTENTIAL PRIORITY CLAIMS

57. As previously noted, the Receiver is in the process of addressing the demands for repossession of goods delivered to the Receiver pursuant to 81.1(1) of the BIA.
58. The Receiver has reviewed the Company’s books and records and has prepared an analysis of the potential claims which could be asserted by the Debtors’ former employees pursuant to section 81.4 of the BIA (the “**81.4 Claims**”). Based on its review, the Receiver has concluded that the maximum amount of the 81.4 Claims is approximately \$1,000,000.
59. To the best of its knowledge, the Receiver has complied with its obligations under WEPPA and will continue to do so, as required, including providing information to Service Canada and the Debtors’ former employees in Canada for the purpose of the administering claims pursuant to WEPPA. As at the date of this Sixth Report, the Receiver has not settled any of the 81.4 Claims as it is anticipated that subrogation letters will be filed by Service Canada pursuant to the provisions of WEPPA, whereby Service Canada will be subrogated to the rights of the former employees of the Debtors in Canada and, as such, the amount of the potential 81.4 Claims related to the former employees in Canada will be payable directly to Service Canada.
60. The Receiver understands that the Debtors did not provide a registered pension plan for its employees. Accordingly, the Receiver is not aware of any amounts that could be owing pursuant to section 81.6 of the BIA. As noted in the First Report, based on the Debtors’ books and records, the Receiver was aware of up to \$1.1 million which may be owing to provincial and federal taxing authorities in respect of pre-filing sales taxes for the period from February 1, 2020 up to the Appointment Date (the “**Pre-Filing Sales Taxes**”).

61. On July 3, 2020, the Department of Justice Canada, on behalf of the Canada Revenue Agency (“**CRA**”), contacted the Receiver to advise that NIP owes GST/HST of \$283,953.07 (the “**CRA Claim**”) for the period ending on the Appointment Date. The CRA asserts these amounts represent property of the Crown held in trust, do not form part of the Property included in this receivership, and must be paid to CRA out of the proceeds of the Property before paying any other creditor. The Receiver subsequently contacted the CRA to arrange for the CRA to perform an audit of the CRA Claim.
62. The Receiver notes that the CRA, or other provincial taxing authorities, have not yet commenced audits to confirm the value and existence of the Pre-Filing Sales Taxes, including the CRA Claim. The Receiver will report further to the Manitoba Court at a later date on these obligations upon completion of audits by the relevant taxing authorities. However, based on the foregoing, the Receiver is of the view it should retain sufficient cash on hand in the Estate Accounts (as hereinafter defined) as a reserve (the “**Reserve**”) to address the Potential Priority Claims.
63. As at the date of this Sixth Report, the Receiver is not aware of any claims, other than those noted above, that could rank in priority to the secured claims of the Lenders as against the Property, or the proceeds therefrom.
64. Pursuant to paragraph 5(c) of the Receivership Order, all of the proceeds from the Property are remitted to the Lenders on account of their secured claims. However, to the extent necessary to fund the Reserve, the Receiver proposes to hold back and deposit to an account of the Receiver the Reserve amount.
65. Based on (i) amounts received to date by the Lenders on account of their secured claims, (ii) certain assumptions as to amounts projected to be received as proceeds from the Liquidation Sale, sales of US wholesale inventory and other sources, and (iii) subject to a reconciliation of the indebtedness of the Debtors to the Lenders, the Receiver presently expects that, on or about the Closing Date, after deduction of the Reserve, there will be proceeds from the Transaction in excess of the Lenders’ Debt Balance. The Receiver is currently considering and discussing with the Lenders:
- (a) the distribution and application of the net sale proceeds arising from the Transaction (after the remission to the Lenders of amounts required to repay the Lenders’ Debt Balance);
 - (b) the creation of the Reserve for the purpose of funding payment of Potential Priority Claims;
 - (c) changes that will be required as a consequence of the payout of the Lenders’ Debt Balance, *inter alia*, to the current cash management system, cash sweep mechanism, accumulation of proceeds from ongoing and future sales of Property;

- (d) the implications of indemnity provisions contained in the Credit Agreement covered by the Lenders' security;
- (e) ongoing funding of the expenses and obligations of the receivership; and,
- (f) the termination of the Receiver Term Sheet (as defined in the Receivership Order).

66. In the circumstances, the Receiver expects to make a further motion to the Manitoba Court, returnable at or about the Closing Date, to address such matters.

VII. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

67. The July 25 Interim R&D is summarized as follows:

Nygard Group Interim Statement of Receipts and Disbursements For the Period March 18, 2020 - July 25, 2020			(\$CAD)
Cash on Hand - March 18	73,331	1	
Receipts		Notes	
Accounts Receivable and Other Miscellaneous Collections	14,341,338	2	
Sales Receipts	20,095,381	3	
Receiver's Borrowings	19,158,714	4	
Total Receipts	53,595,433		
Disbursements			
Payroll	6,309,405	5	
Rent	2,912,301	6	
Utilities / Other Operating Expenses	1,129,331		
Insurance	833,896	7	
Postage / Courier / Logistics Providers	351,340	8	
Personal Protective Equipment	79,648	9	
Asset Protection Services	277,190	10	
Chargebacks / Returns / Bank Fees	78,349	11	
Lender Holdback	374,028	12	
Consultant Fees	1,366,789	13	
Professional Fees	3,237,346	14	
Receivers' Sales Taxes	421,860	15	
Debtors' Sales Taxes	266,875	16	
Total Disbursements	17,638,357		
Excess of Receipts over Disbursements	35,957,076		
Distribution to Lenders	(34,244,756)	17	
Cash on Hand - July 25	1,785,651		
Notes:			
1 Represents cash in the Debtors' bank accounts on or about the Appointment Date.			
2 Represents the collection of accounts receivable including sales tax, the sale of IP to Dillard's and other miscellaneous receipts. Certain amounts collected after April 30, 2020 are subject to a fee by Hilco.			
3 Represents receipt from ecommerce sales, retail store sales, and the sale of FF&E including sales taxes.			
4 Receiver's Borrowings funded via Receiver's Certificates issued to the Lenders. The actual amount owing on the Receiver's Certificates may vary slightly from the numbers presented herein due to foreign exchange.			
5 Represents gross wages, expenses and benefits paid to the Debtors' employees, as well as employee health and dental benefits. Includes pre-filing wages paid to the Debtors' current and former employees.			
6 Represents rent paid to landlords in accordance with the Landlord Terms Order and rent paid to a distribution centre located in Woodbridge, Ontario.			
7 Payment of insurance premiums since the Appointment Date including annual premiums for the period ending May 31, 2021.			
8 Represents deposits and payments paid to logistics providers for the transport of goods.			
9 Represents costs incurred for personal protective equipment for the Debtors' employees as a result of COVID-19.			
10 Represents costs incurred for security services at various Debtors' locations.			
11 Represents bank charges, credit card chargebacks and related amounts.			
12 Lender holdback (as provided for pursuant to the Receiver Term Sheet).			
13 Represents fees and expenses paid to the Consultant in accordance with the Consulting and Marketing Agreement.			
14 Represents the fees, disbursements of the Receiver, TDS and Katten paid by the Receiver. Amounts include payment for certain fees and disbursements incurred prior to the Appointment Date.			
15 Consists of sales taxes paid on disbursement paid by the Receiver. This amount excludes sales taxes paid on disbursements by the Debtors.			
16 Consists of sales taxes paid by the Debtors after the Appointment Date.			
17 Pursuant to the Receivership Order, the Receiver is authorized and directed to remit to the Lenders any and all proceeds from the Property. This is consistent with the operations of the Credit Facility prior to the granting of the Receivership Order.			

68. The Receiver noted the following in connection with the July 25 Interim R&D:

- (a) pursuant to the provisions of the Receivership Order, the Debtors' cash management system (the "**Cash Management System**"), as described in detail in the March 9 Dean Affidavit, has continued to operate in the normal course without material change since the Appointment Date. The Debtors' primary banking accounts utilized in the Cash Management System are held at BMO (the "**BMO Accounts**") and the Bank of America (the "**BOA Accounts**"). In addition to the BMO Accounts and the BOA Accounts, the Receiver has opened two (2) additional estate accounts (the "**Estate Accounts**", and together with the BMO Accounts and the BOA Accounts, the "**Receivership Accounts**"). The Interim R&D includes the combined receipts and disbursements in the Receivership Accounts;
- (b) as shown in the July 25 Interim R&D, receipts totaled approximately \$53.6 million, comprised of approximately \$14.3 million related to the collection of accounts receivable, wholesale inventory, IP sales, and other miscellaneous receipts, \$20.1 million related to the collection of retail store, e-commerce and FF&E sales, and \$19.2 million related to the Receiver's Borrowings;
- (c) disbursements during the period of the July 25 Interim R&D, totaled approximately \$17.6 million and primarily consisted of payroll and source deductions, operating disbursements and professional fees; and
- (d) pursuant to the terms of the Receivership Order and the Receiver Term Sheet, and consistent with the operation of the Credit Facility before the commencement of the Receivership Proceedings, any and all proceeds from the Property, totaling approximately \$34.2 million, were distributed to the Lenders.

69. As at July 25, 2020, the Credit Facility, including fees and interest, had a remaining balance of approximately \$0.9 million and the Receiver's Borrowings totaled approximately \$19.2 million.

70. The Receiver notes that upon closing of the Transaction, advances outstanding under the Credit Facility and the Receiver's Borrowings may be repaid, in full, to the Lenders.

VIII. PROFESSIONAL FEES AND DISBURSEMENTS

71. The fees and disbursements of the Receiver and TDS for the period from March 16, 2020 to April 12, 2020, and the fees and disbursements of Katten from the period March 1, 2020 to March 24, 2020, were approved by the Manitoba Court as part of the General Order.
72. The fees and disbursements of the Receiver and TDS for the period April 13, 2020 to May 17, 2020, and of Katten for the period from March 25, 2020 to May 8, 2020, were approved by the Manitoba Court as part of the Landlord Terms Order.
73. The fees and disbursements of the Receiver for the period May 18, 2020 to June 14, 2020, of TDS for the period from May 18, 2020 to May 31, 2020, and of Katten for the period from May 9, 2020 to May 31, 2020, were approved by the Manitoba Court as part of the Notre Dame Approval and Vesting Order.
74. Summaries of the accounts of the Receiver for the period June 15, 2020 to July 26, 2020 and of TDS for the period from June 1, 2020 to July 19, 2020 are attached hereto as **Appendix “C”**. The detailed narratives of such accounts, redacted for confidential matters and / or commercially sensitive information associated with the Receivership Proceedings, are attached hereto as **Appendix “D”**.
75. The Receiver and TDS have maintained detailed records of their professional time and disbursements incurred in connection with the Nygard Group receivership proceedings.
76. In accordance with the Receivership Order, the Receiver has been authorized to periodically pay its fees and disbursements, and those of its counsel, subject to approval by the Manitoba Court.
77. The Receiver's professional fees incurred for services rendered from June 15, 2020 to July 26, 2020 amount to \$443,383.00, plus disbursements in the amount of \$22,169.15 (each excluding applicable taxes).
78. The fees of the Receiver's counsel, TDS, for services rendered from June 1, 2020 to July 19, 2020 total \$268,362.00, plus disbursements in the amount of \$1,454.39 (each excluding applicable taxes).
79. The Receiver has reviewed the accounts of TDS and confirms that the services reflected therein have been duly authorized and rendered and that, in the Receiver's opinion, the charges are reasonable.

IX. CONCLUSIONS

80. In consideration of all of the above, the Receiver respectfully requests that the Manitoba Court make Orders:

- (a) approving the Transaction and, upon closing, vesting all of NIP and NPL's right, title and interest in and to the Niagara Assets in the Purchaser free and clear of all liens and encumbrances;
- (b) sealing the Offer Summary, the unredacted version of the APS and the CBRE Appraisal pending closing of the Transaction or upon further order the Manitoba Court;
- (c) approving this Sixth Report and the actions / activities of the Receiver described herein;
- (d) approving the July 25 Interim R&D; and
- (e) approving the professional fees and disbursements of the Receiver and TDS in the amounts set out in this Sixth Report.

All of which is respectfully submitted on this 3rd day of August, 2020.

Richter Advisory Group Inc.
in its capacity as Receiver of
Nygard Holdings (USA) Limited, Nygard Inc., Fashion Ventures, Inc.,
Nygard NY Retail, LLC, Nygard Enterprises Ltd., Nygard Properties Ltd.,
4093879 Canada Ltd., 4093887 Canada Ltd., any Nygard International Partnership
and not in its personal capacity



Adam Sherman, MBA, CIRP, LIT



Pritesh Patel, MBA, CFA, CIRP, LIT

APPENDIX A



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 15th day of May, 2020

BUYER: NY Brand Studio Inc.
(Full legal names of all Buyers)

SELLER: Richter Advisory Group Inc., in its capacity as Court appointed Receiver of the assets, undertakings and properties of Nygard Properties Ltd.
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 1 Niagara Street ON

fronting on the South side of Niagara Street

in the City of Toronto

and having a frontage of irr. more or less by a depth of irr. more or less

and legally described as PT LT 18 SEC A PL MILITARY RESERVE TORONTO AS IN CT603366,

EXCEPT THE EASEMENT THEREIN; CITY OF TORONTO (see survey Schedule B) (the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) [REDACTED]

Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to Seller's Lawyer "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

"First Deposit" subject to Schedule C

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller Buyer until 5:00 p.m. on 15th day of May, 2020

the 15th day of May, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 20th day of May, 2020

Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLERS(S): [Signature]

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 416 494 6435
(For delivery of Documents to Seller)

FAX No.: 416 743 7195
(For delivery of Documents to Buyer)

Email Address: frank.protomanni@cbre.com
(For delivery of Documents to Seller)

Email Address: notschjoe@gmail.com
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

See Schedules, if any

DS
PP

~~Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.~~

5. FIXTURES EXCLUDED:

See Schedules, if any

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

See Schedules, if any

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

DS
PP

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. ~~If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST.~~ Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

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INITIALS OF SELLERS(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15th day of prior to Close, 20XX, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (XXXX) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require, provided that no such authorization shall authorize any inspections of the Real Property by the municipality or any other governmental authority

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of a requisite insurance to protect Seller's or other mortgagee's interest on completion. See Schedule A for Insurance provisions.

INITIALS OF BUYER(S):

AA

INITIALS OF SELLERS(S):

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15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. ~~If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.~~

Certificate, Certifying

17. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. FAMILY LAW ACT: Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. OFFER: ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

NY Brand Studio Inc.

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

May 15, 2020

(Date)

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

DocuSigned by:

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

5/15/2020

(Date)

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at **2:50 p.m.** this **15** day of **May**, 20**20**
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	CBRE Limited	416 494 0600
	(Salesperson/Broker/Broker of Record Name)	(Tel.No.)
	Frank Protomanni	
Co-op/Buyer Brokerage	Royal LePage Real Estate Professionals	416 743 5000
	(Salesperson/Broker/Broker of Record Name)	(Tel.No.)
	Joe Notsch-Kupcho & Jason Notsch-Kupcho	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) **Richter Advisory Group, Inc.** (Date)

(Seller) (Date)

Address for Service

Seller's Lawyer **Bruce Taylor - TDS LLP** (Tel.No.)

Address **1700 - 242 Hargrave Street, WPG, MB**
gbi@tdslaw.com

Email **204-934-2566** **204-934-0506**
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) **NY Brand Studio Inc.** (Date) **May 15, 2020**

(Buyer) (Date)

Address for Service

Buyer's Lawyer **Simpson Wagle Law LLP** (Tel. No.)

Address **1006 Skyview Drive, Suite 103, Burlington, ON, L7P 0V1**

Email **lees@simpsonwagle.com**
905 639 1052 **905 528 9008**
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: NY Brand Studio Inc., and

SELLER: Richter Advisory Group Inc., in its capacity as Court appointed Receiver of the assets, undertakings and properties of Nygard Properties Ltd.

for the purchase and sale of 1 Niagara Street Toronto ON

..... dated the 15th day of May 2020

Buyer agrees to pay the balance as follows:

See attached Schedule A & B & C

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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SCHEDULE "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

1. BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the Purchase Price on closing with funds drawn on the trust account of an Ontario lawyer in good standing by wire transfer using the Large Value Transfer System.

2. DEPOSIT DIRECTION

The Buyer and Seller hereby direct Seller's Lawyer to hold the deposit ("the Deposit") in this transaction and to place same into an interest bearing account or term deposit in a chartered bank, with any accrued interest to be paid to the Buyer immediately upon completion or other termination of this agreement, provided the Deposit is held for a minimum of 30 days. All deposits provided in accordance with this Agreement shall be dealt with in accordance with, inter alia, Schedule "C".

3. SELLER DELIVERIES

The Buyer and Seller acknowledge and agree that the Buyer has received access to all due diligence materials provided by the Seller through the agent's data room (Sharefile). The Buyer accepts and acknowledges that these materials are the Seller's Deliveries and as such, will not receive any further documents upon closing. The Seller and CBRE Limited do not represent, warrant, or guarantee the accuracy, correctness, and completeness of such due diligence materials aforesaid.

4. LEGAL ADVICE

The parties to this Agreement acknowledge that CBRE Limited and the Co-operating Broker, if any, have recommended that any legal advice or tax advice sought be obtained through the parties' own legal counsel and accountant(s). The parties further acknowledge that no information provided by CBRE Limited and the Co-operating Broker, if any, is to be construed as expert legal or tax advice.

5. ASSIGNMENT

It is agreed that the Buyer shall have the right at any time prior to closing to assign this Agreement, upon the prior written consent of the Seller. Upon any such assignment, the assignee shall assume all the Buyer's rights and obligations hereunder to the same extent and in the same manner as if such assignee had executed this Agreement of Purchase and Sale as Buyer, and thereupon all of the obligations of the Buyer hereunder shall not cease and not terminate.



Page 2 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

6. CHATELS AND FIXTURES

Subject to and in accordance with the provisions of Section 10 hereof, the purchase price includes all existing electric light fixtures, heating equipment, air conditioning equipment, and appurtenances thereto and all other chattels, fixtures and equipment, which may be the property of the Seller and used in connection with the operation of the Property (collectively, the "Chattels and Fixtures"), all of which Seller agrees to convey free from all liens, encumbrances or claims affecting said Chattels and Fixtures. For certainty, any fixtures, equipment or chattels used in connection with the business that was operated from the Real Property, being the business of manufacturing and selling clothes (and all related activities), shall be excluded from the purchase and sale.

7. AGENCY DISCLOSURE

The Seller and the Buyer acknowledge that CBRE Limited is acting on behalf of the Seller and will be compensated by the Seller. It is further understood and agreed that CBRE Limited represents the sole interests of the Seller in this transaction and that CBRE Limited is not representing or providing customer service to the Buyer.

8. NO AGREEMENTS/LEASES

Following the acceptance of this Offer, no agreement to lease, lease amendment or other commitment or agreement relevant to the operation, maintenance and management of the Real Property shall be made or renewed by the Seller, without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.

9. TRANSFER OF WARRANTIES/GUARANTEES

The Seller covenants and agrees to transfer to the Buyer on closing all warranties and guaranties, if any, which are transferable in its possession, covering heating systems, electrical systems, air-conditioning systems, roof repairs, asphalt, and plumbing systems now in the premises, without any representation or warranty as to the status of any such warranties and guaranties.

10. AS IS, WHERE IS

The Buyer acknowledges and agrees with and to the Seller (it being acknowledged that the Seller is relying on such acknowledgements and agreements in entering into this Agreement) as follows:

- a) Except for the obligations of the Seller as expressly set out in this Agreement, the Real Property is being sold by the Seller, and are being purchased by the Buyer, strictly on an "as is" basis.

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Page 3 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

- b) Except as expressly set out in this Agreement, no representations or warranties of any nature or kind have been made or will be made by the Seller, or anyone acting on behalf of the Seller, whether before or after execution of this Agreement or the Closing Date, to or for the benefit of the Buyer with respect to the Chattels and Fixtures (as set out in Section 6 of this Schedule "A") and the Real Property, including without limitation, any representation or warranty relating to any of the following matters: physical condition (which includes environmental condition and soil condition), quantity, quality, fitness for purpose, zoning, building code violation, the sufficiency of drainage, whether or not the Real Property is wholly or partially located in a flood plain or flood hazard boundary or similar area, the existence or non-existence of underground storage tanks, compliance with Applicable Laws, lawful use, availability of lawful access to or from the Property.
- c) Without limiting the foregoing, but except as expressly set out in this Agreement, no representations or warranties have been made or will be made by the Seller, or anyone acting on behalf of the Seller, to or for the benefit of the Buyer as to the future development of the Real Property, the suitability or status of any proposed development of the Property, the nature, timing or cost of any development proposal, the availability of any approvals or the nature or cost of any obligations and liabilities which will be or may be incurred by the Buyer in connection with any construction undertaken by it.
- d) The Buyer is relying solely on its own due diligence, title searches, and other searches, inspections and investigations in purchasing the Real Property.
- e) The Buyer acknowledges that any documents, materials and Information provided by or on behalf of the Seller to the Buyer with respect to the Real Property, whether before or after the Acceptance Date have been provided to the Buyer solely to assist the Buyer in undertaking its own due diligence, and the Seller has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Buyer as to the accuracy or completeness of any such documents, materials or information. The Buyer acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Seller shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

11. RIGHT TO ENTER

Upon acceptance of the Agreement, the Seller agrees to allow the Buyer, its agents, engineers, surveyors, consultants to enter upon the Real Property at reasonable times during normal business hours and from time to time for the purposes of conducting environmental assessments, soil tests, surveys, checking elevations and conducting such other tests and examinations and/or performing such work as may be required by the Buyer, provided that (i) the Real Property shall forthwith be restored by the Buyer, at its

Page 4 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

sole expense, to the physical condition existing prior to such tests or examinations being made, (ii) the Buyer provides the Seller with 48 hours prior notice of its intention to enter upon the property, and (iii) the Buyer shall not unreasonably interfere with the use of the Real Property by the Seller. Any reports obtained by the Buyer pursuant to this Agreement shall be delivered to the Seller within **five (5) calendar days** of Buyers receipt of same. Any such inspections shall only be conducted in the presence of a representative of the Seller, if so required by the Seller, in its sole discretion. The Buyer agrees to indemnify and save harmless the Seller from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way relating to the Buyer's inspections of the Real Property or the attendance of the Buyer, its employees, agents or contractors at the Real Property.

12. CONFIDENTIALITY

The Buyer and the Seller agree that the terms of this Agreement of Purchase and Sale shall remain in confidence and shall not be disclosed to any other party without the consent of the other party hereto.

RIDER "A"

13. The Seller is entering into the agreement of purchase and sale (the "**Agreement**"), solely in its capacity as the receiver (the "**Receiver**") of the assets, undertakings and properties of Nygard Properties Ltd. (the "**Debtor**") pursuant to the receivership order of the Honourable Mr. Justice J.G. Edmond of the Manitoba Queen's Bench – Winnipeg Centre (the "**Court**"), dated March 18, 2020 and not in its personal or any other capacity and the Seller and its agents, officers, directors and employees shall have no personal or corporate liability under or as a result of the Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the property and assets then held by or available to it in its said capacity as Receiver of the assets, undertakings and properties of the Debtor and shall not apply to its personal property and assets held by it in any other capacity. The term "Seller" as used in the

Page 5 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

Agreement shall have no inference or reference to the present registered owner of the Real Property.

14. The transaction contemplated by the Agreement shall be completed on the day (the "**Closing Date**") which is fifteen (15) business days immediately following the date upon which the Seller obtains the Approval and Vesting Order (as hereinafter defined).
15. Any adjustments estimated on the Closing Date shall, for all purposes, be a final adjustment and there shall be no readjustment.
16. On or before the Closing Date, the Buyer shall deliver to the Seller the following items, duly executed by the Buyer (if applicable):
 - (a) the balance of the purchase price for the Real Property;
 - (b) all certificates, indemnities, declarations and other evidence contemplated hereby in form and content reasonably satisfactory to the Seller's solicitors, acting reasonably;
 - (c) an HST declaration, undertaking and indemnity as required pursuant the provisions hereof;
 - (d) an undertaking with respect to realty tax refunds attributable to the period prior to the Closing Date, in such form as may be required by the Seller or its solicitors;
 - (e) a certificate of a senior officer of the Buyer certifying that each of the warranties and representations of the Buyer set out herein are true and accurate on the Closing Date except as disclosed therein; and
 - (f) any other documents relative to the completion of the Agreement as may reasonably be required by the Seller or its solicitors.
17. The Buyer covenants and agrees that it will:
 - (a) keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Seller or its agents to the Buyer hereunder; and
 - (b) effective on the Closing Date, assume and be fully responsible for any other obligations and liabilities assumed by the Buyer as provided for by the Agreement.

Page 6 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

18. The encumbrances set out in Appendix "A" attached hereto shall be assumed by the Buyer on the Closing Date.
19. The Buyer hereby acknowledges and agrees that the Agreement and the contemplated sale of the Real Property are subject to the condition that prior to the Closing Date, the Seller shall have obtained an order of the Court approving the transaction of purchase and sale contemplated herein and vesting the Debtor's right, title and interest in the Real Property in the Buyer (the "Approval and Vesting Order"). Upon the satisfaction or waiver of the Buyer's conditions, if any, the Seller shall diligently pursue the Approval and Vesting Order and shall promptly notify the Buyer of the disposition thereof. The Buyer shall, at its own expense, promptly provide to the Seller all such information and assistance within the Buyer's power as the Seller may reasonably require to obtain the Approval and Vesting Order. If the Court shall not have granted the Approval and Vesting Orders before September 30, 2020 or any extension thereof as may be agreed to between the Seller and the Buyer, the Agreement shall be automatically terminated and neither party shall have any further obligation to the other respecting the Agreement. If the Court at any time declines to grant the Approval and Vesting Order, the Seller may, at its option (but shall not be obligated to), pursue such right of appeal, if any, as is available or terminate the Agreement by written notice to the Buyer. The foregoing condition is inserted for the sole benefit of the Seller and is incapable of waiver.
20. The Buyer hereby covenants and agrees and it is a fundamental term of the Agreement that it shall not register or cause to be registered the Agreement, any notice or assignment thereof, any caution or any certificate of pending litigation against title to the Real Property, the default of which shall entitle the Seller to terminate the Agreement and retain the Deposit theretofore paid, without prejudice to any other rights and remedies which the Seller may have pursuant to the Agreement or at law. The Buyer irrevocably appoints the Seller as their agent and attorney in fact and in law to cause the removal of such notice of the Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Real Property.
21. The parties hereto hereby acknowledge and agree that in the event of any inconsistency between the provisions of the Agreement and the provisions of this Schedule "A" to the Agreement, the provisions of this Schedule "A" to the Agreement shall prevail.
22. Insurance. All Buildings on the property and all other things being purchased shall be and remain until completion at risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If the Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with

Page 7 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

**RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE
ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.**

reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

Page 8 of Schedule "A"

To be read with and form a part of this Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

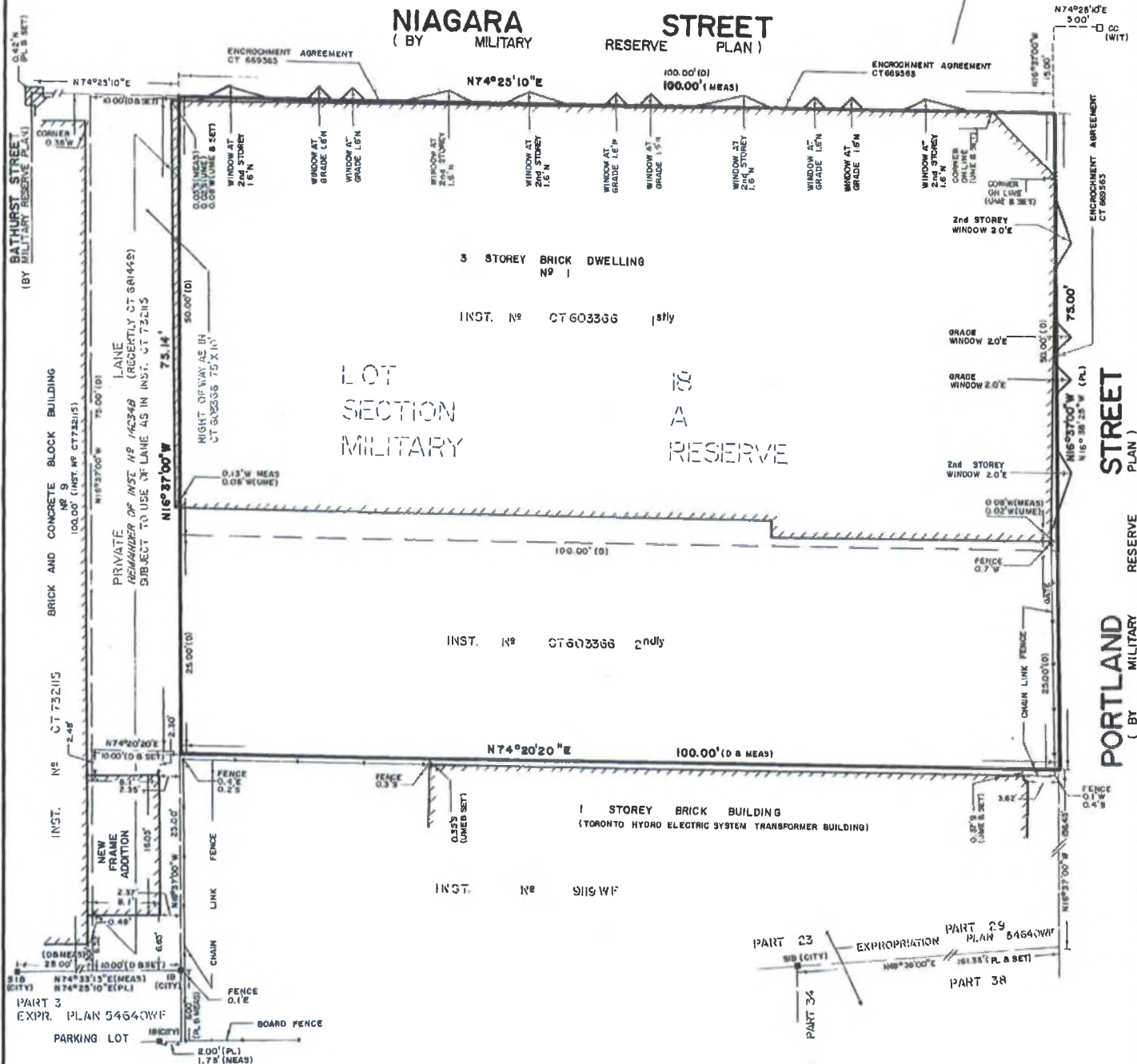
RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD.

Appendix "A" – Permitted Encumbrances

- (i) any reservations, restrictions, rights of way, easements or covenants that run with the land;
- (ii) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
- (iii) all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
- (iv) any minor easements for the supply of utility service to the Real Property or adjacent properties;
- (v) encroachments disclosed by any errors or omissions in existing surveys of the Real Property or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Real Property and survey matters generally;
- (vi) the exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
- (vii) the reservations contained in the original grant from the Crown;
- (viii) Instrument No. CT603366, registered on June 30, 1983, being a Transfer in the thumbnail description of the Real Property;
- (ix) Instrument No. CT669565, registered on June 27, 1984, being an encroachment agreement with the City of Toronto (the "**City**");
- (x) Instrument No. CT728591, registered on July 8, 1985, being a development agreement with the City (the "**Development Agreement**");
- (xi) Instrument No. CT728592, registered on July 8, 1985, being a collateral agreement with the City;
- (xii) Instrument No. CT862028, registered on April 15, 1987, being an amendment to the Development Agreement;
- (xiii) Instrument No. CT902110, registered on September 29, 1987, being an encroachment agreement with the City; and
- (xiv) Instrument No. AT1720669, registered on February 28, 2008, being an application to change name owner.

BUILDING LOCATION SURVEY OF
PART OF LOT 18 SECTION A **SCHEDULE B**
MILITARY RESERVE
 CITY OF TORONTO
 MUNICIPALITY OF METROPOLITAN TORONTO
 SCALE 1" = 10'
 VLADIMIR KRCMAR LTD. ©
 ONTARIO LAND SURVEYORS 1986.



LEGEND

LI DENOTES SURVEY MONUMENT SET
 IB DENOTES SURVEY MONUMENT FOUND
 IB DENOTES IRON BAR
 SIB DENOTES STANDARD IRON BAR
 CC DENOTES CUT CROSS
 NI DENOTES NOT IDENTIFIED
 D DENOTES INST. N° CT603366
 PL DENOTES EXPROPRIATION PLAN 54640WF
 UME DENOTES UNWIN, MURPHY AND EITEN LTD. O.L.S. (SEPT 1946)
 CITY DENOTES CITY OF TORONTO SURVEYS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE FIELD SURVEY REPRESENTED ON THIS PLAN WAS COMPLETED ON THE 10TH DAY OF MARCH, 1986.

DATE MARCH 10, 1986

Vladimir Krcmar
 VLADIMIR KRCMAR
 ONTARIO LAND SURVEYOR

NOTE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTH LIMIT OF NIAGARA STREET AS SHOWN ON EXPROPRIATION PLAN 54640WF, HAVING A BEARING OF N74°25'10"E.

VLADIMIR KRCMAR LTD.

ONTARIO LAND SURVEYORS
 1137 HIGHWAY 7 WEST, THORNHILL, ONT. L4J-3M6
 TEL. (416) 738-0033

JOB N° 86-34



SCHEDULE "C"

To be read with and form a part of the Agreement to Purchase and Sale between:

NY BRAND STUDIO INC. (BUYER) AND

RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD. (SELLER)

1. FURTHER DEPOSIT

It is mutually understood and agreed that the Buyer shall pay a second deposit (the "**Second Deposit**") in the amount of [REDACTED] by way of wire transfer, to be held by the **Seller's Lawyer**, in trust, pending completion or termination of the agreement of purchase and sale (the "**Agreement**") and to be credited toward the Purchase Price on completion. Such second deposit shall be delivered to the **Seller's Lawyer** immediately upon the waiver of the Buyer's Conditions (as hereinafter defined). The Buyer and the Seller hereby direct the **Seller's Lawyer** to deposit the Second Deposit into an interest bearing account or term deposit in a chartered bank, with any accrued interest to be paid to the Buyer immediately upon completion or other termination of the Agreement, provided the Second Deposit is held for a minimum of thirty (30) days. If the transaction contemplated hereby is not completed on the Closing Date, solely as a result of the Buyer's default hereunder, then the Second Deposit shall be retained by the Seller as liquidated damages in addition to any other rights and remedies the Seller may have hereunder, in equity or at law.

2. BUYER'S CONDITIONS

The Agreement is conditional for a period of **forty-five (45) days** from acceptance of the Offer to Purchase, during which time, the Buyer, and/or its agents, shall have the right to enter upon the Property for the purpose of conducting a Phase II environmental assessment. Such environmental assessment of the Real Property shall be conducted by a reputable environmental consulting firm, as chosen by the Buyer and Seller. The Buyer and the Seller shall be jointly responsible to pay for the costs associated with the Phase II environmental assessment, shall both be addressees of the Phase II environment assessment (and all related documents), and shall both have access to all reports, considerations, and personnel conducting the Phase II environmental assessment. In the event that within the foregoing period the Buyer establishes, as evidenced by the certificate of a Professional Engineer, that the environmental remedial costs exceed [REDACTED] then the Buyer shall have the right, by notice in writing to the Seller, which notice to be valid shall contain a copy of the Professional Engineer's report in respect thereto, to cause the Agreement to be terminated, in which event the First Deposit shall be returned to the Buyer with interest, if applicable, and without deduction. In the event that the Buyer does not deliver to the Seller a notice of termination aforesaid on or prior to the expiry of the conditional period set out in this Section 2, the Buyer shall be irrevocably deemed to have satisfied itself in all respects with the results of the environmental assessment aforesaid or to have irrevocably waived same and the Buyer shall have no further right to make any further investigations or other demands on the Seller with respect to the Buyer's conditions contained herein. Any reports obtained by the Buyer pursuant to the Agreement shall be delivered to the Seller within five (5) calendar days of Buyer's receipt of same.


Initial of Buyer(s)


Initial of Seller(s)

Page 2 of Schedule "C"

To be read with and form a part of the Agreement to Purchase and Sale between:

**(BUYER) AND
RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF THE
ASSETS, UNDERTAKINGS AND PROPERTIES OF NYGARD PROPERTIES LTD. (SELLER)**

The Buyer shall engage a reputable environmental consulting firm to conduct the Phase II environmental assessment within three (3) business days of the date of acceptance of this Agreement.

3. **FIRST DEPOSIT**

It is mutually understood and agreed that the Buyer shall pay a first deposit (the "First Deposit") in the amount of [REDACTED] Canadian Dollars by way of bank draft, wire or certified cheque, to be held by the Seller's Lawyer, in trust, pending completion or termination of the agreement of purchase and sale (the "Agreement") and to be credited toward the Purchase Price on completion. Such First Deposit shall be delivered to the Seller's Lawyer within 24 hours of acceptance of this Agreement. The Buyer and the Seller hereby direct the Seller's lawyer to deposit the First Deposit into an interest bearing account or term deposit in a chartered bank, with any accrued interest to be paid to the Buyer (unless otherwise stated in this Agreement) immediately upon completion or other termination of this Agreement, provided the First Deposit is held for a minimum of thirty (30) days. If the transaction contemplated hereby is not completed on the Closing Date, solely as a result of the Buyer's default hereunder, then the First Deposit shall be retained by the Seller as liquidated damages in addition to any other rights and remedies the Seller may have hereunder, in equity or at law.



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: NY Brand Studio Inc.

Richter Advisory Group Inc., in its capacity as Court appointed Receiver of the assets, undertakings and properties of Nygard Properties Ltd.

SELLER:

For the transaction on the property known as: 1. Niagara St Toronto ON

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

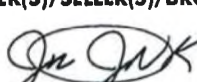
☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

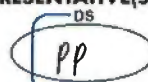
or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER


CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
..... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) ☒ The Co-operating Brokerage will be paid as follows:

The Co-operating Brokerage will be paid by the Buyer and will not be paid any commissions from the Listing Brokerage and/or Seller as outlined by the Amendment to the Listing Agreement as noted in the MLS brokerage comments "regarding collateral agreements in place impacting commission for some Buyer companies."

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

~~COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.~~

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Royal LePage Real Estate Professionals

(Name of Co-operating/Buyer Brokerage)

8551 Weston Road, Vaughan, Ontario

Tel.: 416 643 5000

Fax: 416 743 7195

Joe Notach Jason Notach May 15, 2020
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)

(Print Name of Salesperson/Broker/Broker of Record)

CBRE Limited

(Name of Listing Brokerage)

2005 Sheppard Ave E Suite 800 Toronto

Tel.: 416 494 0600

Fax: 416 494 6435

(Authorized to bind the Listing Brokerage) (Date)

Frank Protomanni

(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Joe Notach May 15, 2020
(Signature of Buyer) (Date)

(Signature of Buyer)

(Date)

DocuSigned by:

Prakash Patel
(Signature of Seller)

5/15/2020

(Date)

(Signature of Seller)

(Date)

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AMENDMENT AND CONFIRMATION TO AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is effective the 26th day of June, 2020,

BETWEEN:

NY BRAND STUDIO INC.
(the “**Buyer**”)

OF THE FIRST PART

AND

RICHTER ADVISORY GROUP INC., in its capacity as court appointed receiver of the assets, undertakings and properties of Nygard Properties Ltd. (the “**Seller**”)

OF THE SECOND PART.

WHEREAS:

- A. Pursuant to an Agreement of Purchase and Sale - Commercial (the “**Original Offer**”) made by the Buyer and accepted by the Seller dated the 15th day of May, 2020, the Seller agreed to sell to the Buyer and the Buyer agreed to purchase from the Seller those lands and premises municipally described as 1 Niagara Street, Toronto, Ontario (the “**Property**”);
- B. The Buyer and the Seller wish to enter into this Amendment and Confirmation to Agreement of Purchase and Sale (this “**Agreement**”) to confirm and amend the Original Offer in the manner set out herein; and
- C. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Original Offer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual promises, covenants and agreements herein contained (and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows:

1. BUYER'S CONDITIONS

- 1.1 The Buyer hereby confirms that the “Buyer’s Conditions” contained in the Original Offer have been irrevocably satisfied and that the Second Deposit [REDACTED] will be sent to the Seller’s counsel by no later than June 30, 2020.

2. AMENDMENTS TO ORIGINAL OFFER

- 2.1 Notwithstanding anything to the contrary contained in the Original Offer, the Buyer and Seller hereby agree that the Original Offer is amended as follows:
 - (a) The Seller agrees that, notwithstanding the satisfaction of the Buyer’s Conditions, the Seller will not pursue the Approval and Vesting Order until no earlier than July 20, 2020.

The Closing Date for the transaction shall be the day which is fifteen (15) calendar days (not business days) immediately following the date upon which the Seller obtains the Approval and Vesting Order.

- (b) On or before July 15, 2020, the Buyer will send to the Seller's counsel a third deposit in the amount of [REDACTED] Canadian Dollars (the "**Third Deposit**"). The Third Deposit shall be held by the Seller's counsel on the same conditions as the Second Deposit.
- (c) The following equipment and items which are located in the garage at the Property are included as "Chattels and Fixtures": snow blower; gas cans; ladder; hose; spreader; shovels; miscellaneous garden tools; and the leaf blower.

3. GENERAL

- 3.1 Except as specifically amended or confirmed by this Agreement, nothing herein shall be deemed to be a waiver of any covenant or agreement contained in the Original Offer and the Original Offer remains in full force and effect and is hereby ratified and confirmed by each of the parties hereto.
- 3.2 This Agreement may be executed in counterparts and by facsimile transmission or other means of electronic communication producing a printed copy, and when each party has executed a counterpart and provided a faxed or emailed copy of the signature page thereof to the other, each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.
- 3.3 Each of the Buyer and Seller shall execute and deliver, at the request of the other, acting reasonably, all such further documents and instruments, and shall do all things that are necessary to give full effect to the intent and meaning of this Agreement.
- 3.4 Time shall be of the essence in this Agreement and of all the transactions contemplated thereby.
- 3.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

NY BRAND STUDIO INC.

Per: _____

Authorized Signatory

RICHTER ADVISORY GROUP INC., in its capacity as court appointed receiver of the assets, undertakings and properties of Nygard Properties Ltd.

Per: _____

Authorized Signatory

APPENDIX B

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C.,
C.B-3, AS AMENDED, AND SECTION 55 OF
THE COURT OF QUEEN'S BENCH ACT, C.C.S.M.,
C.C280, AS AMENDED

IN THE MATTER OF THE PROPOSAL OF NYGARD GROUP OF
COMPANIES

BETWEEN:

WHITE OAK COMMERCIAL FINANCE, LLC,
Applicant,
- and -

NYGARD HOLDINGS (USA) LIMITED, NYGARD INC., FASHION
VENTURES, INC., NYGARD NY RETAIL, LLC., 4093879 CANADA
LTD., 4093887 CANADA LTD., NYGARD INTERNATIONAL
PARTNERSHIP, NYGARD PROPERTIES LTD., and NYGARD
ENTERPRISES LTD.,
Respondents.

AFFIDAVIT OF GREG FENSKE
AFFIRMED this 18th day of March, 2020

LEVENE TADMAN GOLUB LAW CORPORATION
Barristers and Solicitors
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5
QB BOX 105 WAYNE M. ONCHULENKO
Telephone No. (204) 957-6402/Fax No. (204) 957-1696
File No. 113885/WMO

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C.,
C.B-3, AS AMENDED, AN SECITON 55 OF THE
COURT OF QUEEN'S BENCH ACT,C.C.S.M.,
C.C280, AS AMENDED

IN THE MATTER OF THE PROPOSAL OF NYGARD GROUP OF
COMPANIES

BETWEEN:

WHITE OAK COMMERCIAL FINANCE, LLC,
Applicant,
- and -

NYGARD HOLDINGS (USA) LIMITED, NYGARD INC., FASHION
VENTURES, INC., NYGARD NY RETAIL, LLC., 4093879 CANADA
LTD., 4093887 CANADA LTD., NYGARD INTERNATIONAL
PARTNERSHIP, NYGARD PROPERTIES LTD., and NYGARD
ENTERPRISES LTD.,

Respondents.

AFFIDAVIT OF GREG FENSKE

I, **GREG FENSKE**, of the City of Winnipeg, in the Province of
Manitoba, AFFIRM:

1. I am the Director of Systems for the Nygard Group of Companies
(hereinafter "Nygard") and as such have personal knowledge of the
facts and matters which are hereinafter deposed to be me except
where same are stated to be based on information and belief, and
which I believe to be true.

RESPONSE TO THE AFFIDAVIT OF ROBERT L. DEAN

2. I have reviewed the Supplemental Affidavit of Robert L. Dean affirmed March 17, 2020.
3. In response to paragraphs 9 through 12, The Nygard Group of Companies hold funds in an account at Stifel and requisitioned \$1 Million dollars US from this account to pay the payroll. These monies never made it into Nygard's Canadian bank accounts. These monies still have not made it into Nygard's Canadian bank account notwithstanding the efforts of the Nygard Management Group. Attempts are still being made to get the money into Nygard's Canadian bank accounts.
4. When it appeared on Thursday of last week that these monies may not be deposited into the Nygard Canadian bank account in time to fund the payroll, the Nygard Management Group obtained a loan from Edson's Investments in the amount of \$500,000.00 US to fund payroll. When Richter provided the funds for payroll this loan was paid back to Edson and it was expected the monies from Stifel would be deposited into Nygard's Canadian bank account shortly. Once

this money is paid into Nygard's Canadian bank account it will be paid to White Oak.

5. The money from Stifel did not come into the Nygard Canadian bank account and was not transferred to Edson. Find attached and marked as **Exhibit "A"** to this my Affidavit the following:
 - (a) Nygard Enterprises Bank Account;
 - (b) Bank of Montreal Wire Activity Report;
 - (c) Bank of Montreal Detailed Report by Processing Date.
6. In response to paragraphs 13 to 19, the Nygard Group of Companies were writing to White Oak disclosing the monies needed for the following week to pay bills and how this amount was within the range contemplated by the original agreement.
7. In response to paragraphs 20 to 25, the estimated payroll for this week will be \$ 900,000 CAN and that will be funded by the Nygard Group Resources.
8. In response to paragraph 26 (a), there has been a verbal offer to purchase one-half of the inventory in the United States by Perry Ellis

through its owner in the amount of \$. The purchase price will be revealed in a separate affidavit which we are requesting be sealed.

9. In response to paragraph 26 (b), we can advise that a proposal was promised by Great American Capital and we have not received a proposal from them and have moved on to having discussions with other lenders to pay out the secured debt.
10. In response to paragraph 26 (c), there is an Offer to Purchase dated March 16th, 2020 between Nygard Properties Limited (the Vendor) and New York Brand Studio Inc. in trust (the Purchaser) which said Agreement is set out in writing and marked as **Exhibit "B"** to this my Affidavit. Save and accept that the Purchase Price has been redacted therefrom.
11. In response to paragraph 26 (d), see paragraph 7.
12. In response to paragraph 26 (e), see paragraph 3.
13. In response to paragraph 26 (f), the cash will be coming in from the sale of the assets until the stores are re-opened.

14. In response to paragraph 26(h), 1,370 of the associates have been laid off because of the Covid-19 virus see attached email from David Patton marked as **Exhibit "C" to this my Affidavit**.
15. In response to paragraph 27, the sale of the assets would allow bills be paid and this inventory would be released.
16. In response to paragraphs 31 and 32: The reasons for closing of the offices and store were:
 - (a) For the safety of the associates and customers;
 - (b) The reason for closing the offices and stores is for the safety of associates and customers. Our announcements in closing the main part (85%) of our business (the design offices and service center) were sent on Thursday 12, 2020 for closing the following day. See attached original email resulting in the closing of the non-retail portion of the business and proper preparation for the retail store closures marked as Exhibit "D". We were not in the position to give partial and perhaps misleading information earlier.
 - (b) There was an incident in the Philipino community in Winnipeg with respect to an individual who had returned from the Philippines and

potentially had contracted a Covid-19 virus. A significant portion of our work force comes from this community. We decided to close our Winnipeg offices as a safety precaution.

(c) The reduced traffic in the retail stores, closing of malls, and the general economic circumstances.

(d) White Oak and Farbers were not consulted prior to making these decisions as they were made quickly. It was the intention of the Nygard Group of Companies to explain this decision making process to White Oak and Farbers on March 17th.

17. I have reviewed the second report of Farbers Inc. (the Proposal Trustee) dated March 17th, 2020, (the Proposal Trustees second report).
18. Sales of the Toronto buildings at 1 Niagara, the Inkster buildings, the Notre Dame building, and the Broadway building will generate \$25.4 million net dollars. See confidential Affidavit of Greg Fenske for the breakdown on the offers on the buildings and the inventory offer. The general plan is to use the monies from the sale of the buildings to pay \$20 million dollars to White Oak pursuant to their security and to allow the purchasers of the buildings in Manitoba to continue using

the buildings in the fashion industry and to potentially retain the employees. Peter Nygard will no longer have any ownership interest in the buildings or the business.

19. There has been discussions which have led to an offer on the three Manitoba buildings in the amount of \$

See my 2nd Affidavit which we are requesting be sealed.

20. The real estate transactions would generate enough funding to pay out \$20 Million to White Oak, the maximum payment to be realized from real estate.

21. The completion of these transactions would represent the culmination of the objectives of the Nygard Group of Companies which would be to pay off the indebtedness to the employees, suppliers and other stakeholders including White Oak Capital and allow these fashion jobs to be retained in Winnipeg.

22. This would also divest to the ownership of Peter Nygard and all of the Nygard Group of Companies under different ownership and would allow the different Purchasers the ability to move forward with the current employees of Nygard International.

STEPS TAKEN TO MARKET THE SALE OF THE ASSETS:

23. The steps taken to market the buildings prior to the offer on the buildings are set out in the attached document marked as Exhibit "E" to this my Affidavit. This information had been provided to the Proposal Trustee.
24. The change in the value of the offer on the Toronto building is explained in the e-mail of the broker which is attached to my confidential Affidavit.
25. I am advised that given the current world market conditions that these prices are the best prices available and if further time is taken, the prices may actually go down and not up.

BUILDING PURCHASE AGREEMENT CONDITIONS:

26. The Transaction contemplated by this Agreement contains the following terms and conditions:
 - a. It provides for substantially all of the chattels to be included in the purchase price including but not limited to all light fixtures, all window coverings, all HVAC systems, all those belongings to Nygard, and have to do with maintenance of the Property and

all other items used to operate the buildings. There are no fixtures which are excluded from the Transaction;

- b. The sale of the Property and chattels is on an **“as is, where is basis;**
- c. The Agreement does not call for the Purchaser to assume any rental contract(s);
- d. The Purchaser has conducted such inspections of the condition of the buildings and has satisfied itself with regard to these matters. No representation, warranty, or condition is expressed or can be implied as to (1) representation or warranty is made with respect to the accuracy of completeness of any information provided by the Proposal Trustee, Nygard, and their respective officers, directors, employees, and agents, to the Purchaser in connection with this Transaction. No representation, warranty, or condition has or will be given by the Proposal Trustee or Nygard concerning completeness or the accuracy of such descriptions.

27. It is a condition of the Agreement in favour of the Purchaser that it satisfies itself five (5) business days prior to the closing date (the **“Requisition Date”**) with its examination of the title to the Property at its own expense and until the earlier of: (i) thirty (30) days from the

later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived; or (ii) five (5) days prior to completion to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use (Office Building) may be lawfully continued and that the buildings may be insured against risk of fire.

28. It is a further condition to the closing of the Transaction for the benefit of both Purchaser and Nygard that a vesting order shall have been granted. This is presently the only substantive condition to the closing for the Transaction.
29. It is my view that the consideration be paid under the Building Sale Agreement is reasonable and fair and is substantially higher than a liquidation value of the Nygard Group of Companies assets in a Bankruptcy or Receivership.
30. There are very substantial benefits to creditors, employees, suppliers, customers and other stakeholders arising from the completion of the transaction that could not be achieved without selling these assets.

PAYMENT OF PROCEEDS

31. The proceeds from the sale of the building at 1 Niagara will go to White Oak.
32. The proceeds from the sale of the Manitoba properties when added to the monies received from the sale of 1 Niagara will go to White Oak up to a maximum of \$20,000,000.00.
33. The proceeds from the sale of the Inventory assets will go to White Oak up to the maximum of the amount owing in excess of \$20,000,000.
34. The remainder of the monies will go to the Proposal Trustee to make a proposal to pay the remaining creditors.

ADMINISTRATIVE CHARGE

35. The proposal provides for the payment of the Proposal Trustee and counsel for the Proposal Trustee who will be assisting with the transaction and the proposal proceedings, including the making of a proposal to the remaining creditors, if possible, and administration charge to secure payment to a limited amount. There are presently

professional fees and disbursements outstanding to these professionals for services provided in relation thereto and further work in process has accumulated.

36. The proposal provides for an administrative charge to provide security for payment for such professional costs. It is intended that the administrative charge be limited to a reasonable quantum to reflect security for balances outstanding, estimates for further services and arrangements concluded or to be concluded with the Purchasers in the event that the proceeds of the transaction are not sufficient to pay the debts to those secured Lenders in full or are impacted by the proposed ranking of the administrative charge.

EXTENSION OF TIME TO FILE A PROPOSAL

37. Following the closing of the transaction, the Nygard Group of Companies will no longer be carrying on an active business. The extension of time for the Proposal Trustee to make a proposal is required to enable to Nygard Group of Companies and the Proposal Trustee to conclude the transaction, including any post-closing

obligations and to determine whether a revival proposal to the remaining creditors can be made.

38. I believe that the Nygard Group of Companies has acted, and is acting, in good faith and with due diligence in the proposal proceedings to date.
39. The Nygard Group of Companies has requested this Honorable Court grant an extension for the period of 30 days, on the premises that White Oak will be paid and will therefore not have an interest in the proposal proceedings going forward. If that is not the case, then the Nygard Group of Companies request that the stay be granted to March 30th, 2020.
40. My confidential fourth Affidavit contains commercially sensitive information respecting the sale process. The disclosure of which could materially prejudice the sale process in the event that the transaction(s) do not close and the proposal trustee is required to reopen the sale process or pursue an alternate bid.

SUMMARY

41. Nygard Group of Companies requires the relief sought hereto to enable:

- a. The closing of the transaction to the very substantial benefit of the creditors and other stakeholders;
- b. The prompt repayment of secured lender who are entitled to payment from the proceeds of the transaction; and,
- c. A determination to be made as to whether a viable proposal can be made to the remaining creditors. It is presently my expectation that subject to the adjustments to be made in the closing of the transaction, that there will be sufficient proceeds remaining after the payments contemplated to make such a proposal.

42. I make this Affidavit *bona fide*.

AFFIRMED before me at the)
City of Winnipeg, in the)
Province of Manitoba this 18TH)
day of March, 2020)

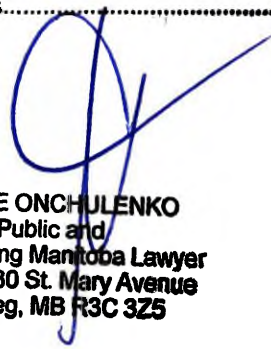
_____)
A Barrister-at-Law in and for the)
Province of Manitoba.)



GREG FENSKE

WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5

This is exhibit " A " referred to in the
Affidavit of G. Gonske
.....sworn
before me at W. Fl. this
18 day of March 2022
.....
A Commissioner for Oaths
in and for the Province of Manitoba
Commission expires.....


WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5

A

25532787 - NYGARD ENTERPRISES ▾



Date Range ▾

Activity

Custom Views ▾

Date ▾	Type	Symbol / CUSIP	Description	Quantity	Price	Amount
Mar 13 2020	Journal		RETURN WIRE CENTRAL 1 CREDIT UNION	-	-	\$1,000,000.00
Mar 13 2020	Federal Wire Transfer		WIRE FUNDS TO CENTRAL 1 U WIR#000-RR80730007	-	-	-\$1,000,000.00
Mar 12 2020	Fee		WIRE TRANSFER FEE	-	-	-\$40.00
Mar 12 2020	Journal		TRF FUNDS TO TYPE 1	-	-	-\$1,000,040.00
Mar 12 2020	Federal Wire Transfer		CENTRAL 1 CREDIT UNION NYGARD ENTERPRISES LTD WIR#000-RR80720002	-	-	-\$1,000,000.00
Mar 12 2020	Journal		TRF FUNDS FROM TYPE 2	-	-	\$1,000,040.00



Wire Activity Report

Generated By: 30145381_LILI
Generated On: 2020-03-17 04:48:23 PM CST
Date Range: 2020-03-13 to 2020-03-13

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received
2020-03-13	05774789000	NYGARD DISBURSEMENT USD	500,000.00	USD	EDSONS INVESTMENTS, INC	0914513993	Confirmed	1 of 1
<div>Ordering Customer Account: 05774789000</div> <div>Ordering Customer Name: NYGARD INTERNATIONAL PARTNERSHIP</div> <div>Ordering Customer Address: 1771 INKSTER BLVD, WINNIPEG, Manitoba R2X, 1R3, CA</div> <div>Primary Contact Number of Ordering Customer:</div> <div>Primary Contact Name of Ordering Customer:</div> <div>Wire Type: Commercial</div> <div>Entry Type: Template</div> <div>Template Name: EDSON INVESTMENTS</div> <div>Charges: BEN - Additional routing charges will be paid by the beneficiary</div> <div>Exchange Rate:</div> <div>FX Contract Reference:</div> <div>Revised Value Date:</div> <div>Converted Amount:</div> <div>Payment Details:</div> <div>Reference Number: WW20031248262999 - 200313009176000 - BOFMCAM2AXXX5586775151 LILI</div> <div>Create By: Approved</div> <div>Create Date: 2020-03-12 05:33 PM ET</div> <div>Last Action: DOMINGA</div> <div>Last Action By: 2020-03-13 07:04 AM ET</div> <div>Last Action Date:</div> <div>Reason For Failure:</div> <div>Beneficiary Address: 1 YAVIL STREET, MARINA DEL RAY, CA, 90292, US</div> <div>Beneficiary Bank ID: 122000661</div> <div>Beneficiary Bank ID Type: FED</div> <div>Beneficiary Bank Name: Bank of America, N.A</div> <div>Beneficiary Bank Address: 14218 Hwy 395, Adelanto, CA, 92301, US</div> <div>Account with Institution Bank ID:</div> <div>Account with Institution Bank ID Type:</div> <div>Account with Institution Bank Name:</div> <div>Account with Institution Bank Address:</div> <div>Intermediary Bank ID: MRMDUS33</div> <div>Intermediary Bank ID Type: SWIFT</div> <div>Intermediary Bank Name: HSEC Bank USA, National Association</div> <div>Intermediary Bank Address: 452 Fifth Ave, Bryant Park, New York City, NY, 10018, US</div> <div>Receiver's Corresponding ID:</div> <div>Receiver's Corresponding Bank ID Type:</div> <div>Receiver's Corresponding Name:</div> <div>Receiver's Corresponding Address:</div> <div>Sender to Receiver Information:</div> <div>Related Reference Number:</div>								

Wire Type	Status	Currency	Number of Wires	Amount
Commercial	Confirmed	USD	1	500,000.00



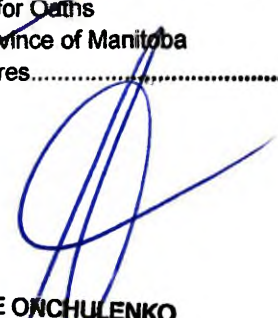
Detail Report - by Processing Date

Generated By:30145381_LILI
Generated On:Mar 17, 2020 05:32:51 PM CST
Date Range: Mar 12, 2020 to Mar 12, 2020

NYGARD DISBURSEMENT USD - 05774789000 USD (BMO - DDA)

Date	Transaction Description	Cust Ref	Bank Ref	Debit	Credit	Availability
Mar 12, 2020	Incoming Wire Payment INCOMING WIRE PAYMENT US WHITE OAK COMME...				\$510,000.00	
INCOMING WIRE PAYMENT US WHITE OAK COMMERCIAL						
Mar 12, 2020	Foreign Exchange USD TFR 1996-419 AT1,3812 HC \$0...			\$500,000.00		
USD TFR 1996-419 AT1,3812 HC \$0.00 CAD EQUIV \$690600.00						
Mar 12, 2020	Incoming Wire Payment INCOMING WIRE PAYMENT US NYGARD, INC.				\$499,965.00	
Total Debits And Credits:				\$500,000.00	\$1,009,965.00	
Total Debit And Credit Items:				1	2	

This is exhibit " B " referred to in the
Affidavit of G. Fenske
.....sworn
before me at WPGthis
18 day of March20 20
.....
A Commissioner for Oaths
In and for the Province of Manitoba
Commission expires.....



WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5

**Agreement of Purchase and Sale
Commercial**

B

This Agreement of Purchase and Sale dated this 16 day of March, 2020**BUYER:** New York Brand Studio Inc. In Trust, agrees to purchase from
(Full legal names of all Buyers)**SELLER:** NYGARD PROPERTIES LTD., the following
(Full legal names of all Sellers)**REAL PROPERTY:**Address 1 Niagara Stfronting on the South side of Niagara Stin the City Of Torontoand having a frontage of 100 (as per survey) more or less by a depth of 75 (as per survey) more or lessand legally described as PT LT 18 SEC A PL MILITARY RESERVE TORONTO AS IN CT603366, EXCEPT THE EASEMENT THEREIN, CITY OF TORONTO

(Legal description of land including easements not described elsewhere) (the "Property")

PURCHASE PRICE:Dollars (CDN\$) [REDACTED]

Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)One Million Dollars (CDN\$) 1,000,000.00

by negotiable cheque payable to Royal LePage Real Estate Professionals Or As Directed By The Court "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**SCHEDULE(S) A & B** attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5 on
(Seller/Buyer) (a.m./p.m.)
the 20 day of March, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the -- day of --
See Schedule A, 20-- Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: **416-743-7195**
(For delivery of Documents to Buyer)

Email Address: **abe.rubinfeld@nygard.com**
(For delivery of Documents to Seller)

Email Address: **notschjoe@gmail.com**
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
All Light Fixtures, All Window Coverings, All HVAC Systems, all those belonging to the seller and have to do with maintenance of the property and all other items used to operate the building.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
n/a

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (..... **Office Building**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

New York Brand Studio Inc. In Trust

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

March 16, 2020
(Date)

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Nygaard Properties Ltd.

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

Royal LePage Real Estate Professionals

416-743-5000

(Tel.No.)

Joe Notsch-Kupcho & Jason Notsch-Kupcho

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) NYGARD PROPERTIES LTD.

(Date)

(Buyer) New York Brand Studio Inc. In Trust

(Date)

(Seller)

(Date)

(Buyer)

(Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A**Agreement of Purchase and Sale – Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: New York Brand Studio Inc. In Trust, and

SELLER: NYGARD PROPERTIES LTD.

for the purchase and sale of 1 Niagara St

dated the 16 day of March, 2020

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance of the purchase price in cash, certified cheque or by bank draft or by wire transfer from solicitors trust account, to the Seller upon closing, subject to the usual adjustments.
2. For the purpose of this agreement, the terms "business days" or "banking days" shall mean any day other than a Saturday, Sunday, or Statutory Holiday in the Province of Ontario.
3. The Seller agrees to discharge any mortgages, liens or other encumbrances now registered against the Property on or before closing.
4. The Seller shall keep this Agreement and all information that the Seller receives regarding the Property confidential but may provide this Agreement and such information to its legal counsel and other advisors on a "need to know" basis provided such persons agree to keep any information so provided confidential.
5. This Agreement shall, when signed and accepted as aforesaid, constitute the entire Agreement between the Buyer and Seller, and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as is in writing and signed by both parties. The provisions hereof shall not merge on closing, but shall continue to ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (who shall from time to time upon request execute further documents to give full force and effect to the intent and fair meaning hereof).
6. The Buyer shall have the right to view the interior of the property Three (3) times prior to completion, at a mutually agreed upon time, providing Twenty Four (24) hour notice. The seller agrees to provide access to the Property for the purpose of this viewing.
7. The Buyer shall have the right at any time prior to Closing, to assign the within offer to any person, persons or corporations, either existing or to be incorporated, and upon deliver to the Seller of notice of such assignment, together with the assignee's covenant in favor of the Seller to be bound hereby as Buyer, the buyer herein before named shall stand released from all prior liability hereunder.
8. The Seller agrees and warrants that there are no Agreements of any kind whatsoever made between the Seller herein, or its predecessors on title and any abutting landowners that may withhold or delay, or cause to withhold or delay the use of the herein properties directly or indirectly.
9. The Buyer represents that it is now or will by no later than the Closing be registered for the purpose of the Harmonized Tax ("HST") in accordance with the applicable provisions in that regard pursuant to the Excise Tax Act of Canada, as amended. The Buyer covenants to deliver a Statutory Declaration on Closing confirming its HST registration number, which shall be conclusive of such HST registration, and shall preclude the Seller from collection of HST from the Buyer on Closing. The Buyer further covenants to deliver an indemnity in favor of the Seller on Closing as to any obligation or liability for payment of HST arising from completion of this Agreement.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Schedule A**Agreement of Purchase and Sale – Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: **New York Brand Studio Inc. In Trust**, and

SELLER: **NYGARD PROPERTIES LTD.**

for the purchase and sale of **1** **Niagara St**

..... dated the **16** day of **March**, 20**20**

Buyer agrees to pay the balance as follows:

10. The Seller agrees to deliver to the Buyer within two (2) business days after the confirmation of Acceptance date of this Agreement, the following documents (the 'Deliveries');

11 (A) Copies of all the "as built" plans, specifications and appraisals, and all plans for mechanical, electrical and structural systems if in The Sellers possession;

12. This Agreement shall be completed thirty (30) days after the date on which the Court issues the Approval and Vesting Order (the "Closing" or the "Completion Date"). If that day falls on a Saturday, Sunday, or statutory holiday in the Province of Ontario, the Closing will move to the next business day following

13.

13 (A). Nygard Properties Ltd. (the "Seller") filed a Notice of Intention to make a Proposal pursuant to the Bankruptcy and Insolvency Act (Canada) on March 9, 2020 and A. Farber & Partners Inc. was appointed as Proposal Trustee (the "Proposal Trustee");

13 (B). Subject to the approval of the Manitoba Court of Queens Bench (Winnipeg Centre) (the "Court"), the Seller wishes to sell and the Buyer wishes to purchase on an "as is, where is basis" the Property, pursuant to the terms and conditions of this Agreement; and

13 (C). The Sellers execution of this Agreement shall constitute a conditional acceptance of the Buyers's offer to acquire the Property subject to the approval of the Court.

14. The Buyer acknowledges that the Seller is selling the Property, on an "as is, where is" basis subject to usual closing adjustments including but not limited to hydro, water, taxes and gas. The Buyer further acknowledges that it has entered into this Agreement on the basis that the Buyer has conducted such inspections of the condition of the building and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to (1) no representation or warranty is made with respect to the accuracy or completeness of any information provided by the, Proposal Trustee, the Seller and their respective officers, directors, employees, and agents, to the Buyer in connection with this transaction. No representation, warranty or condition has or will be given by the Proposal Trustee or the Seller concerning completeness or the accuracy of such descriptions.

15. The Buyer shall not be obligated to complete the transactions contemplated by this Agreement unless on or prior to the Closing an order shall have been made by the Court approving the sale of the Property and confirming that the Buyer, on Closing, will receive all right, title and interest in the Property free and clear of all encumbrances (the "Approval and Vesting Order"). If no such Approval and Vesting Order is delivered within the said time period stated herein, this Agreement shall be considered null and void and the Buyer's deposit shall be returned with all accrued interest but without any deduction, set-off or penalty.

16. The Seller agrees to deliver vacant possession to the Buyer on Closing.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule B
Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: New York Brand Studio Inc. In Trust, and

SELLER: Nygard Properties Ltd.


for the purchase and sale of 1 Niagara St, City of Toronto
..... dated the 16 day of March, 2020

TRUST DEPOSIT INTEREST AGREEMENT AND DIRECTION

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 202, (the "Act"), Royal LePage Real Estate Professionals (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this transaction. The deposit will be held by Royal LePage Real Estate Professionals and will be placed in the Brokerage's non interest bearing Real Estate Trust Account.

If the deposit to be held in Trust by the Brokerage is One Hundred Thousand Dollars (\$100,000.00) or greater and will be held for 60 days or more, the Brokerage shall place the deposit in a Term Deposit.

The Brokerage shall pay to the beneficial owner of the trust money upon completion of this transaction (referred to above) any interest it receives on the deposit provided that the total interest earned on the deposit is greater than \$100.00. The Brokerage shall be entitled to retain any interest earned on the deposit which is less than or equal to \$100.00. If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued by the Brokerage and not negotiated within 6 months following completion of this transaction shall be forfeited to the Brokerage.

~~No interest shall be paid to the Buyer unless the Buyer provides the Brokerage with a Social Insurance Number prior to the completion of this transaction. Buyer's Social Insurance Number is: _____~~ 

All deposit cheques to be held for (15) banking days from the date of deposit or verification that the funds have cleared from the bank.

For the purpose of this Agreement, the terms "banking days" or "business days" shall mean any day other than a Saturday or a Sunday or Statutory Holiday in the Province of Ontario.

Buyer shall submit deposit by one of the following: either certified cheque, money order, or bank draft, payable to Royal LePage Real Estate Professionals Brokerage (exact name in full). Personal cheques or cash will not be accepted.

three (3) 

In the event no deposit is received by the Listing Brokerage's office ~~by the next~~ business day following the date of acceptance of this Agreement of Purchase and Sale, the Seller shall have the option to exercise his right to unilaterally declare this Agreement of Purchase and Sale null and void, at which time the Seller shall be at liberty to accept a new offer, in the absence of a Mutual Release executed by the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: New York Brand Studio Inc. In Trust, and

SELLER: Nygard Properties Ltd.

for the purchase and sale of 1 Niagara St, City of Toronto

..... dated the 16 day of March, 20.....

In the event no waiver(s) signed by the Buyer arrived at the Listing Brokerage's office within the time limit for each and every condition provided herein, as evidenced by the Seller's or his agent's acknowledgement otherwise, the Seller shall exercise his right by virtue of the condition, to unilaterally declare this Agreement of Purchase and Sale null and void, at which time the Seller shall be at liberty to accept a new offer, in the absence of a Mutual Release executed by the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Confirmation of Co-operation and Representation

BUYER: New York Brand Studio Inc. In TrustSELLER: NYGARD PROPERTIES LTD.For the transaction on the property known as: 1 Niagara St**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☒ The Brokerage does represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)
The Seller Agrees To Pay The Buyers Agent 1.5% Plus HST of the Final Sale Price.

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER



CO-OPERATING/BUYER BROKERAGE



SELLER



LISTING BROKERAGE



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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

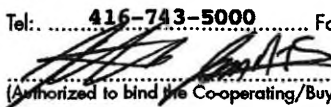
- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information For the property
..... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Royal LePage Real Estate Professionals
(Name of Co-operating/Buyer Brokerage)
8551 Weston Rd Vaughan On
Tel: **416-743-5000** Fax: **416-743-7195**

(Authorized to bind the Co-operating/Buyer Brokerage) **March 16, 2020**
(Date)
Joe Notsch-Kupcho & Jason Notsch-Kupcho
(Print Name of Salesperson/Broker/Broker of Record)

(Name of Listing Brokerage)
Tel: Fax:
(Authorized to bind the Listing Brokerage) (Date)
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.



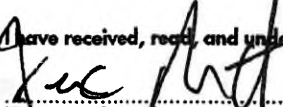
BUYER'S INITIALS



SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

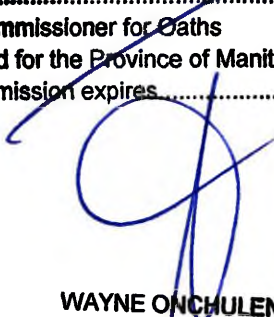

(Signature of Buyer) **March 16, 2020**
(Date)

(Signature of Seller) **HYGARD PROPERTIES LTD.** (Date)

(Signature of Buyer) (Date)

(Signature of Seller) (Date)

This is exhibit " C " referred to in the
Affidavit of G. Gonsky
.....sworn
before me at WPC.....this
18 day of March.....2020
.....
A Commissioner for Oaths
in and for the Province of Manitoba
Commission expires


WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5

C

Wayne M. Onchulenko

From: David Paton DMP6931 <David.Paton@Nygard.com>
Sent: March 17, 2020 2:43 PM
To: Wayne M. Onchulenko
Cc: Peter Nygård PJN5577
Subject: ASSOC - INFO

1

Current ASSOC employment demographics:

9 - ASSOC have been terminated in our regular course of business since MAR9

1370 - ASSOC are on temporary layoff due to shortage of work caused by Coronavirus Disease(COVID - 19) - this includes our RTL STRs

81- ASSOC are identified as essential (working FT) to current business operations and to ensure continuity of business

2

ADV if additional INFO needed

David.Paton@Nygard.com


EXEC VP - GM

416 598 6931

Visit: www.Nygard.com

This is exhibit "^D G Gonske" referred to in the
Affidavit of
.....sworn
before me at
18 day of March 2020

A Commissioner for Oaths
in and for the Province of Manitoba
Commission expires.....


WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 330 St. Mary Avenue
Winnipeg, MB R3C 3Z5

D

Wayne M. Onchulenko

From: Princy Mathew PEM5790 <princy.mathew@Nygard.com>
Sent: March 16, 2020 7:22 PM
To: Peter Nygård PJN5577
Subject: FW: CORONAVIRUS(COVID-19) - Nygard - INFO

Princy.Mathew@Nygard.com

MGR CORP TRNG

204 982 5790

Visit: www.Nygard.com

Sent with BlackBerry Work

(www.blackberry.com)

From: David Paton DMP6931 <David.Paton@Nygard.com>
Date: Thursday, Mar 12, 2020, 4:39 PM
To: Nygård WPG <Nygard_Wpg_ALL@Nygard.com>, TO-Office <Toronto_Office@Nygard.com>, TSC4 MGR <TSC4_MGR@Nygard.com>
Subject: CORONAVIRUS(COVID-19) - Nygard - INFO

1

The CORONAVIRUS(COVID-19) has been declared a Pandemic causing immediate precautionary measures in all areas of Business- Governments- Schools- Sports ETC were large numbers of people are gathered including work places

2

Effective FRI13 Nygard offices will be closed (w/the exception of Essential services) untill further notice

3

We will attempt to have as many ASSOC as possible work FRM home - we are reviewing this and will ADV

- To be clear Nygard offices are closed EFF FRI13 in response to this unprecedented pandemic -

David.Paton@Nygard.com

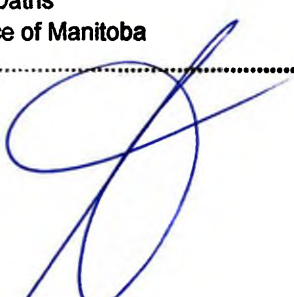
EXEC VP - GM

416 598 6931

Visit: www.Nygard.com

This is exhibit " *E Kenske* " referred to in the
Affidavit of
.....sworn
before me at *Winnipeg* this
18 day of *March* 20*20*

.....
A Commissioner for Oaths
in and for the Province of Manitoba
Commission expires.....



WAYNE ONCHULENKO
Notary Public and
Practising Manitoba Lawyer
700 - 830 St. Mary Avenue
Winnipeg, MB R3C 3Z5

DE

Wayne M. Onchulenko

From: Peter Nygård PJN5577 <peter.nygard@nygard.com>
Sent: March 17, 2020 10:32 PM
To: Wayne M. Onchulenko
Cc: Abe Rubinfeld AXR6966
Subject: FW: TORONTO BUILDING - 1 Niagara Street ``HISTORIC SITE``

It has been widely distributed since AUG2019 this email was sent to Hylton on SAT MAR14

Peter.Nygard@Nygard.com

Chairman
204 982 5577

From: Peter Nygård PJN5577 <peter.nygard@nygard.com>
Date: Saturday, Mar 14, 2020, 6:24 PM
To: 'skukulowicz@cassels.com' <skukulowicz@cassels.com>, 'notschjoe@gmail.com' <notschjoe@gmail.com>
Cc: Farber Group / Hylton Levy <hlevy@farbergroup.com>, Tadman & Golub / Wayne Onchulenko <wonchulenko@ltglc.ca>, Abe Rubinfeld AXR6966 <Abraham.Rubinfeld@Nygard.com>, Greg Fenske GGF5140 <Greg.Fenske@Nygard.com>
Subject: FW: TORONTO BUILDING - 1 Niagara Street ``HISTORIC SITE``

RE PROMOTION OF TORONTO BUILDING

1

HYLTON RECEIVED this PROPOTION NOTICE of TOROTO BLG MARCH 9

2

THIS PR PIECE on TOROTO BLG was widely distributed by us IN AUG / SEP 2019 on U TUBE - the interest was instant in wanting to buy – but of course it was NOT for sale – it was a NYGARD MONUMENT – a historic site

3

WHEN it became obvious that it had to be sold JIM BENNET called the previous offer s & the interest was overwhelming

4

BUT the best written offer came from JOE N – people who would NOT tear it down – people who wanted to SAVE THE JOBS in TORONTO

PEOPLE who wanted the TORONTO FASHION CENTER to prevail

5

Wayne pls include this in your Affidavit to the Judge

Peter.Nygard@Nygard.com

Chairman
204 982 5577

From: Peter Nygård PJN5577

From: Peter Nygård PJN5577

Sent: March-09-20 1:38 PM

To: 'hlevy@farbergroup.com' <hlevy@farbergroup.com>; 'smajerovic@density.ca' <smajerovic@density.ca>

Cc: Peter Nygård PJN5577 <peter.nygard@nygard.com>; r.hine@goldmanhine.com

Subject: TORONTO BUILDING - 1 Niagara Street ``HISTORIC SITE``

YOU WERE GIVEN APRAISAL s FOR \$12 M in 2018
& for \$18 M in 2019
& now
FIRM offer for \$24 M with deposit

NYGARD BUILDING
I NIAGARA ST TORONTO

<https://vimeo.com/396513010/740b574d95>

Peter.Nygard@Nygard.com
Chairman
204 982 5577

APPENDIX C

Richter Advisory Group Inc.

in its capacity as Receiver of

Nygard Holdings (USA) Limited, Nygard Inc., Fashion Ventures, Inc. Nygard NY Retail, LLC, Nygard Enterprises Ltd., Nygard Properties Ltd. 4093879 Canada Ltd., 4093887 Canada**Statement of accounts**

Invoice #	Period		Fees	Disbursements ⁽²⁾	Sub total	HST	Total
20405357	June 15, 2020 to June 21, 2020 ⁽¹⁾	\$	91,650.50	\$ 4,582.52	96,233.02	\$ 12,510.30	108,743.32
20405374	June 22, 2020 to June 28, 2020		111,616.00	5,580.80	117,196.80	15,235.58	132,432.38
20405400	June 29, 2020 to July 5, 2020		70,851.00	3,542.55	74,393.55	9,671.16	84,064.71
20405434	July 6, 2020 to July 12, 2020		54,879.50	2,743.98	57,623.48	7,491.06	65,114.54
20405448	July 13, 2020 to July 19, 2020		51,809.75	2,590.49	54,400.24	7,072.03	61,472.27
20405458	July 20, 2020 to July 26, 2020		62,576.25	3,128.81	65,705.06	8,541.66	74,246.72
Total		\$	443,383.00	\$ 22,169.15	\$ 465,552.15	\$ 60,521.79	\$ 526,073.94

Summary by Staff Member

Staff member	Number of hours		Hourly rate		Amount
Senior Vice President					
A.Sherman	80.1	\$	895.00	\$	71,689.50
G. Benchaya	85.0	\$	895.00	\$	76,075.00
P. Patel	189.0	\$	775.00	\$	146,475.00
Associate					
E. Finley	218.3	\$	415.00	\$	90,573.75
M. Wu	54.5	\$	325.00	\$	17,712.50
Analyst					
J. Caylor	176.8	\$	175.00	\$	30,931.25
L. Prorok	1.2	\$	290.00	\$	333.50
Administration					
C.O'Donnell	30.6	\$	250.00	\$	7,650.00
Pascale Lareau	5.5	\$	185.00	\$	1,017.50
K. Le	5.0	\$	185.00	\$	925.00
Total	845.85			\$	443,383.00

Blended average \$**524.19**

Notes:

(1) Contains 2.5 hours booked on June 12

(2) Includes Administrative and Technology Fees.

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Thompson Dorfman Sweatman LLP ("TDS")

as counsel for Richter Advisory Group Inc., in its capacity as Receiver of

Nygard Holdings (USA) Limited, Nygard Inc., Fashion Ventures, Inc. Nygard NY Retail, LLC, Nygard Enterprises Ltd., Nygard Properties Ltd. 4093879 Canada Ltd., 4093887 Canada Ltd., and Nygard International Partnership

Statement of Accounts - Summary of Invoices

Invoice #	Period	Fees	Disbursements	Sub total	GST / RST	Total
612536	June 1, 2020 to June 7, 2020 ⁽¹⁾	\$ 19,496.00	\$ 119.17	\$ 19,615.17	\$ 2,342.47	\$ 21,957.64
612535	June 7, 2020 to June 14, 2020	33,885.50	24.46	33,909.96	4,067.49	37,977.45
612534	June 15, 2020 to June 21, 2020	49,929.50	53.07	49,982.57	5,991.70	55,974.27
613560	June 22, 2020 to June 28, 2020	62,754.00	429.20	63,183.20	7,538.93	70,722.13
613751	June 29, 2020 to July 5, 2020	56,591.00	382.46	56,973.46	6,809.04	63,782.50
614283	July 6, 2020 to July 12, 2020	26,007.00	437.28	26,444.28	3,142.71	29,586.99
614409	July 13, 2020 to July 19, 2020	19,699.00	8.75	19,707.75	2,364.32	22,072.07
Total		\$ 268,362.00	\$ 1,454.39	\$ 269,816.39	\$ 32,256.66	\$ 302,073.05

Summary by Staff Member

Staff member	Number of hours	Hourly rate	Amount
G. Bruce Taylor, partner	214.7	\$ 675.00	\$ 144,922.50
B. D. Tait Law Corporation, partner	2.3	475.00	1,092.50
Leilani J. Kagan, partner	0.2	525.00	105.00
Drew M. Mitchell, partner	117.3	525.00	61,582.50
Silvia V. DeSousa, partner	8.8	525.00	4,620.00
Ross A. McFadyen, partner	89.2	425.00	37,910.00
Melissa M. Malden, partner	0.1	375.00	37.50
Alyssa Mariani, associate	0.4	225.00	90.00
Kosta L. Vartsakis, associate	3.5	160.00	560.00
Michael D. Zacharias, associate	8.7	160.00	1,392.00
Kevin B. Bruce, associate	5.2	160.00	832.00
Melanie LaBossiere, associate	108.7	140.00	15,218.00
Melanie LaBossiere, articling student ⁽²⁾	71.1	-	-
Total	630.20		\$268,362.00

Blended average hourly rate: \$ 425.84

1) Includes 30.9 hours booked between May 26, 2020 and May 31, 2020.

2) Articling student time recorded, but not charged to Receiver.

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APPENDIX D

RICHTER

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date:	06/25/2020
Invoice No.:	20405357
Engagement No.:	2021900
Payment Terms:	Due on Receipt

Professional Services rendered to June 21, 2020.	\$ 91,650.50
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Sub-Total	91,650.50
Technology and Administrative Fees	4,582.52
GST/HST #885435842 RT0001	12,510.30
Total Due	CAD \$ 108,743.32

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405357
Date: 06/25/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	20.40	\$ 895.00	\$ 18,258.00
Carol O'Donnell	5.90	250.00	1,475.00
Eric Finley	39.50	415.00	16,392.50
Gilles Benchaya	17.75	895.00	15,886.25
Jack Caylor	33.75	175.00	5,906.25
Lauren Prorok	1.15	290.00	333.50
Mandy Wu	15.50	325.00	5,037.50
Pascale Lareau	0.40	185.00	74.00
Pritesh Patel	36.50	775.00	28,287.50
	170.85		\$ 91,650.50

Invoice No.: 20405357
Date: 06/25/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
06/12/2020	Gilles Benchaya Call with B. Nortman on Dillard's and subsequent call with J. Hall of Katten re same. Preparation of updated analysis and potential counteroffer.	2.50	\$ 895.00	\$ 2,237.50
06/15/2020	Pascale Lareau Fill out form of Revenu Québec for QST request.	0.40	185.00	74.00
06/15/2020	Carol O'Donnell Communications with employees, discussions regarding HST PST.	0.90	250.00	225.00
06/15/2020	Lauren Prorok Call with Kevin & Michael - CEWS application - March and April claims.	1.15	290.00	333.50
06/15/2020	Gilles Benchaya Call with P. Patel re update, review of Loan ledger and results for prior week.	1.25	895.00	1,118.75
06/15/2020	Adam Sherman Emails with TGF re TD Merchant Services. Emails with TDS re Case Conference, revised form of Documents/Access Order, Gardena rent motion, other. Emails from Osler/Pitbalo re Documents/Access Order. Emails/discussions with Richter team. Draft Third report.	4.00	895.00	3,580.00
06/15/2020	Pritesh Patel Calls/correspondence with Richter team re signage, store sales, [REDACTED] Gardena access, Dillard's. Correspondence with Katten re subpoena matters. Review of weekly AR collections. Correspondence with TDS re PJN access, doc requests.	6.00	775.00	4,650.00
06/15/2020	Eric Finley Emails, discussions and analysis re employee inquiries for WEPP, garment maker inquiries, landlord inquiries, building maintenance and vendor payments, cash management, update R&D, Gardena operations, inventory sale.	4.50	415.00	1,867.50
06/15/2020	Eric Finley Various discussions in connection with head office sale re fixture sale, movers, document access and waste removal, elevator servicing, environmental assessment, signage, equipment sale.	3.50	415.00	1,452.50
06/15/2020	Jack Caylor	4.00	175.00	700.00

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
	At 1 Niagara all day to grant access to multiple parties re Environmental tests, FF&E consultant and elevator problem. Correspondence re same. Update and finalize R&D tracker for week beginning June 8.			
06/15/2020	Jack Caylor Multiple calls with CRA re GST account on hold. Correspondence with Nygard and Richter team re same. Call with RSA (credit card insurance) re filing a claim for employee misuse.	4.00	175.00	700.00
06/16/2020	Carol O'Donnell Communications with employees. Verify WEPP.	1.50	250.00	375.00
06/16/2020	Mandy Wu Call with E. Finley on recent development re store opening. Review AR collections, funding requests, expenses, flash sales report, etc.	1.50	325.00	487.50
06/16/2020	Gilles Benchaya Update call with A Prunier on Retail sales, wholesale update, Dillard's. Call with Ben re Dillard's negotiations and update to settlement analysis.	1.00	895.00	895.00
06/16/2020	Gilles Benchaya Review of [REDACTED] Call with Glenn, Ben and Andrew re Dillard's, and wholesale.	1.50	895.00	1,342.50
06/16/2020	Adam Sherman Call with TGF re TD Merchant Services. Emails with TDS re emails with Nygard counsel, other. Emails/discussions with Richter team. Continue drafting Third report.	4.00	895.00	3,580.00
06/16/2020	Adam Sherman Emails/discussion with E. Finley re L. Maida lawsuit against NW, including emails with A&B on same.	0.70	895.00	626.50
06/16/2020	Pritesh Patel Correspondence with Katten re NYC office lease, follow-up with Nygard on sublease payments. Call with Katten and Nygard re IT matters. Correspondence with TDS re doc access matters, PJN removal of personal property. Instructions to KLD re email searches.	5.50	775.00	4,262.50
06/16/2020	Eric Finley Emails, discussions and analysis re printers, landlord inquires, creditor inquiries, cash management, employee retention, insurance renewal, document access, sales taxes, Third report of the Receiver.	3.75	415.00	1,556.25

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
06/16/2020	Eric Finley At 1 Niagara all day to direct movers, temp labour, retail employees re furniture removal, document preservation, sample removal, fixture sale. Call with [REDACTED] Hilco, Nygard ops team re inventory sale.	3.75	415.00	1,556.25
06/16/2020	Jack Caylor At 1 Niagara all day to grant access for Environmental tests and FF&E consultant. Correspondence re same. Review and organize documents re June 17 funding request. Emails with E. Finley re same. Special WEPP claims re disability leave.	4.00	175.00	700.00
06/16/2020	Jack Caylor Multiple calls with CRA re GST account on hold. Correspondence with Nygard and Richter team re same. Redact, organize and summarize invoices for Receiver's third report. Correspondence with Richter team re same.	4.00	175.00	700.00
06/17/2020	Mandy Wu Reconcile and update cash flow models, including review of inventory listings, flash sales report, US inventory offers, Dillard's settlement, facility ledger, funding request etc.	4.50	325.00	1,462.50
06/17/2020	Gilles Benchaya Call with E. Finley re LA DC staffing for [REDACTED] and for Dillard's orders. Update call with P. Patel on escrow deal and subsequent discussion with Lenders re same.	1.50	895.00	1,342.50
06/17/2020	Gilles Benchaya Call with Nygard re technical inventory requirements for PO and delivery. Call with Tax dept on CEWS eligibility.	1.00	895.00	895.00
06/17/2020	Gilles Benchaya Call J. Hall re Blueprint litigation and review of materials. Follow up call E. Finley re status of CEWS application.	1.00	895.00	895.00
06/17/2020	Adam Sherman Emails from TDS/D.Ullmann re Tulikorpi. Emails from TDS re Gardena property, emails with Nygard counsel, other. Review draft interim R&D. Emails/discussions with Richter team.	2.20	895.00	1,969.00
06/17/2020	Pritesh Patel	6.50	775.00	5,037.50

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
	Follow-up call with Katten and Nygard re IT matters. Correspondence with Lenders re Dillard's settlement. Review and comments on [REDACTED]. Call with Colliers re Inkster due diligence and residual assets. Correspondence with TDS re Gardena.			
06/17/2020	Eric Finley Review and edit Third Report of the Receiver re. 81.1 claims, employee issues, R&D. Review, comments and finalize current week funding request and BBC submission.	4.50	415.00	1,867.50
06/17/2020	Eric Finley Emails, discussions and analysis re building maintenance, environmental assessment, removal of 1 Niagara furniture and fixtures, document access, IT issues, [REDACTED]. [REDACTED] Gardena landlord access, landlord inquiries.	3.00	415.00	1,245.00
06/17/2020	Jack Caylor At 1 Niagara all day to grant access for Environmental tests, FF&E consultant and movers. Correspondence re same. Finalize and review documents re June 17 funding request, appendices for Receiver's third report, R&D summary.	5.50	175.00	962.50
06/18/2020	Mandy Wu Cash flow forecast update - adjust AR collections per latest listings, true up professional fees payment, adjust operating expenses, revise model based on comments.	5.00	325.00	1,625.00
06/18/2020	Gilles Benchaya Work on updated Dillard's settlement chart to support Dillard's discussions. Work on revised liquidation analysis and winddown cashflow.	2.00	895.00	1,790.00
06/18/2020	Gilles Benchaya Discussion J. Paronto re store ops and liquidation sale timing status. Update call with N. Werner re Hilco revised Proforma.	2.00	895.00	1,790.00
06/18/2020	Adam Sherman Emails from TDS re draft Notice of Motion/Approval and Vesting Order, draft letter re payroll funds reimbursement, other. Emails/discussions with Richter team. Review updated draft of Third report.	2.70	895.00	2,416.50
06/18/2020	Pritesh Patel	8.00	775.00	6,200.00

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
	Review of draft Third Report, drafting sections re Notre Dame Property. Correspondence with KLD re status of email searches. Calls with Katten re NYC lease motion. Correspondence with Katten re subpoena matters.			
06/18/2020	Eric Finley Emails, discussions and analysis re environmental assessment, head office sale and document preservation, document access, missing vehicles, creditor card payments, 81.1 claims, creditor inquiries, payroll estimates, WEPP, update recovery analysis.	3.75	415.00	1,556.25
06/18/2020	Eric Finley Continue drafting Third report of the receiver and discuss same with Richter team. Calls with Gardena employees re staffing, inventory sale, landlord access. Emails, calls with Hilco re IP sale, liquidation sale, FFE sale, AR recovery.	4.25	415.00	1,763.75
06/18/2020	Jack Caylor At 1 Niagara all day to grant access for Environmental tests, FF&E consultant and movers. Correspondence re same. Call with Royal and Sun Alliance re creating employee misuse credit card claim. Call with Chubb re fire alarm problem.	4.75	175.00	831.25
06/19/2020	Carol O'Donnell Transfer funds from US account to CDN acct, update. Prepare wire transfers, update. Communications with employee.	3.50	250.00	875.00
06/19/2020	Mandy Wu Continue to update cash flow, prepare output tables, revise and update liquidation analysis, revise output tables and model assumptions per G. Benchaya's comments.	4.50	325.00	1,462.50
06/19/2020	Gilles Benchaya Review latest realization analysis and discussion with M. Wu re revised assumptions. Changes to summary presentation re revised realization analysis.	1.00	895.00	895.00
06/19/2020	Gilles Benchaya Discussion with B. Nortman re Dillard's inventory flow and delivery timeline. Call with E. Finley and Company on operational issues re [REDACTED] and Dillard's inventory.	1.00	895.00	895.00
06/19/2020	Gilles Benchaya	1.00	895.00	895.00

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
	Update to CF re recent sales and disbursements. Call with Lenders re latest Dillard's issues. Email exchanges with D. Worley re Dillard's negotiations. Call with D. Worley re revised offer and timing.			
06/19/2020	Gilles Benchaya Call with B. Taylor re Dillard's offer and court approval process and timing. Call J. Hall re Blueprint status.	1.00	895.00	895.00
06/19/2020	Adam Sherman Emails from TDS re wire, Receiver motion for sale of Notre Dame property, other. Review/revise/update draft 3rd report, including email to TDS. Emails/discussions with Richter team.	4.00	895.00	3,580.00
06/19/2020	Pritesh Patel Continued review and edits to Third Report, calls with Richter team on same. Review of markup from Osler on [REDACTED] Discussions with Richter team re Dillard's settlement. Review of email results from KLD searches, emails with TDS on same.	8.50	775.00	6,587.50
06/19/2020	Eric Finley Continue drafting and providing comment on Third Report of the Receiver re 81.1 claims, employee issues, liquidation sale, appendices. Calls, emails with Richter and Hilco re deliverables for IP process, Gardena Sale, Dillard's deal.	3.25	415.00	1,348.75
06/19/2020	Eric Finley Emails, discussions and analysis re document access meeting, IP sale process, PPE purchase, Inkster maintenance, Head office cleaning and fixture removal, missing vehicles, updated recovery analysis.	3.75	415.00	1,556.25
06/19/2020	Jack Caylor At 1 Niagara all day. Follow up with Royal and Sun Alliance re credit card misuse status. Follow up with Chubb re security system. Call with KLD re ediscovery document access.	3.25	175.00	568.75
06/19/2020	Jack Caylor Correspondence with team re ROE update. Redact and review documents re third report appendices. Multiple calls re Richter hotline inquires.	4.25	175.00	743.75
06/20/2020	Adam Sherman Emails with TDS re comments on Receiver's report. Review/revise/update Receiver's report, including emails/discussions with Richter team. Email to TDS re updated report.	2.00	895.00	1,790.00

Invoice No.: 20405357
Date: 06/25/2020

Date	Name and Description	Hours	Rate	Amount
06/20/2020	Pritesh Patel Call with Richter team on outstanding issues on Third Report.	0.50	775.00	387.50
06/20/2020	Eric Finley Review draft of Third Receiver's Report, call with Richter team re same.	1.50	415.00	622.50
06/21/2020	Adam Sherman Email from TDS re Notre Dame appraisal, Osler/Pitblado comments on Receiver's report, other. Emails with Richter team.	0.80	895.00	716.00
06/21/2020	Pritesh Patel Review of comments on Report from TDS and Osler, edits and updates to Third Report on same.	1.50	775.00	1,162.50
Fees Total		170.85		\$ 91,650.50

Invoice No.: 20405357
Date: 06/25/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 91,650.50
Technology and Administrative Fees		4,582.52
GST/HST #885435842 RT0001		12,510.30
Total Due	CAD	\$ 108,743.32

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

RICHTER

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date:	06/30/2020
Invoice No.:	20405374
Engagement No.:	2021900
Payment Terms:	Due on Receipt

Professional Services rendered to June 28, 2020.	\$ 111,616.00
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Sub-Total	111,616.00
Technology and Administrative Fees	5,580.80
GST/HST #885435842 RT0001	15,235.58
Total Due	CAD \$ 132,432.38

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405374
Date: 06/30/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	25.80	\$ 895.00	\$ 23,091.00
Carol O'Donnell	2.60	250.00	650.00
Eric Finley	46.75	415.00	19,401.25
Gilles Benchaya	27.00	895.00	24,165.00
Jack Caylor	33.00	175.00	5,775.00
Ken Le	2.75	185.00	508.75
Mandy Wu	8.50	325.00	2,762.50
Pritesh Patel	45.50	775.00	35,262.50
	191.90		\$ 111,616.00

Invoice No.: 20405374
Date: 06/30/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
06/22/2020	Carol O'Donnell Update wires and deposits, email to J. Caylor re same. Post documents to website and send to OSB. Communications with Service Canada, amend TIF's for employees.	2.60	\$ 250.00	\$ 650.00
06/22/2020	Ken Le Telephone call with creditor re WEPP.	0.25	185.00	46.25
06/22/2020	Mandy Wu US wholesale net realization reconciliation. Update model to reconcile to last Friday's receipts and disbursements.	2.00	325.00	650.00
06/22/2020	Gilles Benchaya Prepare revised inventory schedules for Dillard's. Work on revised cashflows. Discussions with Dillard's on terms of settlement agreement.	5.00	895.00	4,475.00
06/22/2020	Adam Sherman Emails from TDS re emails with Nygard counsel, Receiver's report, Gardena documents, Documents Order, Notre Dame property, other. Email from Osler re payroll funds letter. Update/finalize/sign Receiver's Third report. Emails/discussions with Richter team.	3.50	895.00	3,132.50
06/22/2020	Pritesh Patel Review of and discussions with KLD re emails for Edson/Brause. Discussions with Richter team, TDS re Dillard's settlement offer. Update call with Lenders. Calls with CBRE re phase II. Review of letter re Inkster permit issues. Finalize Third Report.	8.00	775.00	6,200.00
06/22/2020	Eric Finley Emails, discussions and analysis re repudiated lease, document access and disclosure, 1 Niagara environmental assessment and closing, employee retention, Gardena staffing and operations, lease repudiation, cash management, insurance.	4.50	415.00	1,867.50
06/22/2020	Eric Finley Continue drafting and review Third Report, update and finalize appendices for same. Various calls and discussions re Dillard's deal, operational and financial requirements for same. Review funding request and provide comments.	4.00	415.00	1,660.00
06/22/2020	Jack Caylor At 1 Niagara all day to help supervise FF&E sale. Finalize and review appendix for Receiver's Third report. Correspondence with Richter team re same. Draft GFL Deposit letter.	4.00	175.00	700.00

Invoice No.: 20405374
Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
06/22/2020	Jack Caylor Call with KLD and P. Patel re email data set and changes to search syntax. Calls responding to WEPP, vacation, creditor inquiries. Begin updating R&D schedule for week beginning June 15.	4.00	175.00	700.00
06/23/2020	Mandy Wu Review Hilco invoices and compare w/ March forecast and model sensitized amount.	0.50	325.00	162.50
06/23/2020	Mandy Wu Review and summarize Hilco's revised proforma sales projections and prepare comparison with original version and sensitized version.	1.00	325.00	325.00
06/23/2020	Mandy Wu Refine cash flow model, including adjusting and revising Consultant costs, wholesale AR collection timing, sales tax payment and update liquidation analysis table.	3.00	325.00	975.00
06/23/2020	Gilles Benchaya Call with A. Prunier re catchup. Lender status call. Call with P. Patel re Notre Dame property. Review retail sales to date vs proforma. Review Dillard's settlement agreement. Follow up with K. Cortez re DC logistics.	4.50	895.00	4,027.50
06/23/2020	Adam Sherman Review/approve bank recs (\$CAN/\$US) for May 2020. Emails with TDS re emails with Nygard counsel, Notre Dame property, Dillard's, Payroll Funds contempt letter, other. Review draft Dillard's Agreement. Emails/discussions with Richter team.	3.50	895.00	3,132.50
06/23/2020	Pritesh Patel Continued review of Relativity setup for Edson/Brause. Calls with Richter team re Dillard's settlement, [REDACTED] Calls with CBRE re timing on phase II report. Review and comments on Dillard's settlement agreement.	6.50	775.00	5,037.50
06/23/2020	Eric Finley Emails, discussions and analysis re employee and staffing, employee benefits, Gardena operations, landlord inquiries, waste removal, DC operations, insurance renewal and payment, IP APA review. Review funding request and BBC.	5.25	415.00	2,178.75
06/23/2020	Eric Finley	3.75	415.00	1,556.25

Invoice No.: 20405374
Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
	Various calls and emails with Hilco re wholesale agreement, IP process, retail store sales. Various discussions with Nygard and Richter re Dillard's agreement, operational requirement for same.			
06/23/2020	Jack Caylor Call with KLD and P. Patel re finalizing data searches for Edson/Brause. Review data and correspondence with P. Patel re same. Review and organize documents re June 24 funding request.	4.00	175.00	700.00
06/23/2020	Jack Caylor Review and finalize R&D tracker for week beginning June 15. Respond and call inquires re WEPP, unpaid vacation etc.	4.00	175.00	700.00
06/24/2020	Mandy Wu Emails, calls and analysis re operating and Consultant's costs associated with the sale of US wholesale inventory, update model and output tables to reflect the revised assumptions.	1.20	325.00	390.00
06/24/2020	Mandy Wu Refine cash flow model, including reconciliation of retail net realization, review of reported retail store payroll and various adjustments.	0.80	325.00	260.00
06/24/2020	Gilles Benchaya Work on revised CF assumptions. Reconciliation of US wholesale realization to liquidation analysis for Lenders.	3.50	895.00	3,132.50
06/24/2020	Adam Sherman Emails/call with TDS re Gardena motion, other. Email from LTG re opposition to sale of Notre Dame property, including G. Fenske affidavit. Draft Receiver's Fourth report. Emails/discussions with Richter team.	4.50	895.00	4,027.50
06/24/2020	Pritesh Patel Call with TDS re Gardena motion. Emails with NYB re Niagara, call with EXP re phase II. Continued review re Dillard's agreement, edits to Sch A, emails with Dillard's on same. Call with Katten re subpoena matters. Emails with Lenders re Dillard's.	7.00	775.00	5,425.00
06/24/2020	Eric Finley Emails, discussions and analysis re Nygard personal items, document and file access, cash flow forecasting and monitoring, review and begin drafting report re Fenske affidavit, Inkster permits, asset disposition, employee benefits.	4.00	415.00	1,660.00
06/24/2020	Eric Finley	5.00	415.00	2,075.00

Invoice No.: 20405374
 Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
	Various discussions with Nygard and Richter re Dillard's agreement, operational requirement for same. Calls with Hilco re inventory sale. Finalize funding request and BBC. Draft Fifth report re Gardena motion.			
06/24/2020	Jack Caylor Review and update R&D to match CF forecast. Build in variance of forecasted vs actuals re same. Review Nygard documents to send to TDS re Fenske affidavit.	3.00	175.00	525.00
06/24/2020	Jack Caylor Update funding request documents to reflect new payroll number. Correspondence with Richter team re same. Multiple calls/emails re WEPP, vacation, creditor inquiries.	3.00	175.00	525.00
06/25/2020	Gilles Benchaya Review of Settlement agreement latest draft and comments. Review and discussions with B. Nortman on Hilco report. Discussion with D. Peress on IP realization and alternative values. Call with B. Taylor re Report and Hilco analysis.	3.00	895.00	2,685.00
06/25/2020	Gilles Benchaya Call with P. Patel on requirements for report. Call with D. Worsly re timing of deliveries and mediation strategy. Call with lenders on status of PO, settlement agreement and [REDACTED]	3.00	895.00	2,685.00
06/25/2020	Adam Sherman Attend on Court call re sale of Notre Dame property. Emails from TDS re Dillard's Agreement, draft NOM, Notre Dame property, sale motion, finalized documents/access order, other. Draft Receiver's Fourth report. Emails/discussions with Richter team.	5.00	895.00	4,475.00
06/25/2020	Pritesh Patel Review Fenkse Affidavit, Brief. Numerous calls with EXP re Phase II, review of costing letter on same. Calls with CBRE, NYB re costing letter and next steps. Attendance on court call for Notre Dame motion. Calls with Richter team re drafting of reports.	8.00	775.00	6,200.00
06/25/2020	Eric Finley Emails, discussions and analysis re utility vendors, document access, funding request, asset disposition, cash management, wholesale sales, landlord inquiries, IT issues, IP process, drafting Fifth report.	3.00	415.00	1,245.00
06/25/2020	Eric Finley	5.75	415.00	2,386.25

Invoice No.: 20405374
Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
	Review of [REDACTED] various discussions with counsel and Hilco re same. Various calls / emails with Lenders, BMO, Nygard re cash management, funding request. Discussions re Dillard's agreement, operational requirement for same.			
06/25/2020	Jack Caylor Drafting US termination letter. Correspondence with Nygard HR team re same. Finalize and review updated R&D to include variance between forecasted CF and actual CF. Multiple calls/emails re employee items, creditor inquiries, general inquiries.	5.75	175.00	1,006.25
06/26/2020	Ken Le Post document to website, emails to P. Patel, review general claims and forward to J. Caylor, telephone calls with former employees re WEPP, miscellaneous administration.	2.50	185.00	462.50
06/26/2020	Gilles Benchaya Review of Blueprint claim documents provided by Dillard's prior to mediation. Work on Dillard's settlement analysis for Report including alternative scenarios. Discussions with Hilco re alternative scenarios and Hilco report.	3.50	895.00	3,132.50
06/26/2020	Gilles Benchaya Discussions with A. Sherman re Settlement analysis, information need for Fourth Report. Review of Receiver's report.	3.00	895.00	2,685.00
06/26/2020	Adam Sherman Emails with TDS re emails with Nygard counsel re reimbursement of Payroll Funds, sale of Notre Dame property, Dillard's agreement, Receiver's Fourth report. Review/revise Receiver's Fourth report/comparison schedule. Emails/discussions with Richter team.	5.00	895.00	4,475.00
06/26/2020	Pritesh Patel Review/edits to Fourth Report, discussions with Richter team on same. Review of Hilco Report, transaction summary analysis. Calls with TDS re Toronto Property, emails with NYB on same. Review and sign amendment re Niagara. Review of revised [REDACTED]	8.00	775.00	6,200.00
06/26/2020	Eric Finley Emails, discussions and analysis re employee insurance, corporate insurance, IP process, landlord inquiries, AR collections, head office closing, rent payment, Winnipeg buildings. Review of Draft Fourth report, provide comments on same.	3.50	415.00	1,452.50

Invoice No.: 20405374
Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
06/26/2020	Eric Finley Draft Third supplemental report re Notre Dame Properties. Calls with Hilco re FFE sale. Calls in connection with missing vehicles and equipment. Review draft [REDACTED] and provide comment on same.	4.50	415.00	1,867.50
06/26/2020	Jack Caylor Correspondence with Richter team re Canadian AR collection and sales, temp workers to organize boxes at 1 Niagara, Fenske affidavit and Dillard's deal. Update WEPP schedule to include employees on disability. Emails with E. Finley re same.	5.25	175.00	918.75
06/27/2020	Adam Sherman Emails from TDS/Osler re comments on Receiver's Fourth report. Review/revise/finalize/sign Receiver's Fourth report. Emails/discussions with Richter team. Emails with TDS re motion for approval of Dillard's agreement, other.	3.50	895.00	3,132.50
06/27/2020	Pritesh Patel Call with TDS re Dillard's report. Review of revised report, discussions with Richter team on same. Finalize and sign Fourth Report. Correspondence with TDS, Richter team re confidential appendices.	2.50	775.00	1,937.50
06/27/2020	Eric Finley Various emails and review in connection with the Dillard's report.	1.00	415.00	415.00
06/28/2020	Gilles Benchaya Review of Joint defense agreement, including call with J. Hall to discuss comments and follow up emails with D. Worley re proposed changes.	1.50	895.00	1,342.50
06/28/2020	Adam Sherman Emails from TDS re Nygard counsel request for confidential docs re Dillard's agreement, motion brief re Dillard's motion, other. Emails with Richter team.	0.80	895.00	716.00
06/28/2020	Pritesh Patel Drafting of Supplementary Third Report. Correspondence with TDS on various matters including Brief of 6/30 motion, Gardena access, PJN personal property, Dillard's mediation, Edson/Brause doc access requests.	5.50	775.00	4,262.50
06/28/2020	Eric Finley	2.50	415.00	1,037.50

Invoice No.: 20405374
Date: 06/30/2020

Date	Name and Description	Hours	Rate	Amount
	Draft and review Supplementary Third Report for internal review. Various emails in connection with Gardena access, personal property, Supplementary Third Report, TDS brief.			
Fees Total		191.90		\$ 111,616.00

Invoice No.: 20405374
Date: 06/30/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 111,616.00
Technology and Administrative Fees		5,580.80
GST/HST #885435842 RT0001		15,235.58
Total Due	CAD	\$ 132,432.38

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

RICHTER

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date: 07/07/2020
Invoice No.: 20405400
Engagement No.: 2021900
Payment Terms: Due on Receipt

Professional Services rendered to July 5, 2020. \$ 70,851.00

Sub-Total	70,851.00
Technology and Administrative Fees	3,542.55
GST/HST #885435842 RT0001	9,671.16
Total Due	CAD \$ 84,064.71

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

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Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405400
Date: 07/07/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	10.80	\$ 895.00	\$ 9,666.00
Carol O'Donnell	7.10	250.00	1,775.00
Eric Finley	36.00	415.00	14,940.00
Gilles Benchaya	17.50	895.00	15,662.50
Jack Caylor	23.00	175.00	4,025.00
Ken Le	2.00	185.00	370.00
Pritesh Patel	31.50	775.00	24,412.50
	127.90		\$ 70,851.00

Invoice No.: 20405400
Date: 07/07/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
06/29/2020	Carol O'Donnell Post documents on website, file with OSB. Transfer of funds from US to CDN account, prepare wire transfers.	2.80	\$ 250.00	\$ 700.00
06/29/2020	Gilles Benchaya Call with counsel and Dillard's to discuss Blueprint mediation. Subsequent calls with J. Hall and lenders re mediation strategy.	2.50	895.00	2,237.50
06/29/2020	Gilles Benchaya Review draft report and settlement agreement. Review revised trademark agreement.	3.00	895.00	2,685.00
06/29/2020	Adam Sherman Review/provide comments on Supplementary Third report. Emails with TDS re report, communications with Nygard counsel, Dillard's sale, other. Emails/discussions with Richter team. Sign report.	4.50	895.00	4,027.50
06/29/2020	Pritesh Patel Review of comments from TDS, Osler on supp report, updates to same. Discussions with Richter team on report, appendices. Finalize, sign and circulate report. Review of Lerner's letter, call with TDS and review of email on same. Update call with KLD.	8.00	775.00	6,200.00
06/29/2020	Eric Finley Emails, discussions and analysis re cash management and funding to Lenders, rent payments, landlord queries, Edson's and Brause, document access, inventory sale, BBC and funding request, R&D, Dillard's operations.	3.75	415.00	1,556.25
06/29/2020	Eric Finley Review, provide comments and finalize the Supplementary Third Report and the associated appendices. Discussion / emails with Hilco re FF&E sale, merchandise sale, IP process.	4.25	415.00	1,763.75
06/29/2020	Jack Caylor At 1 Niagara all day to help supervise FF&E sale. Finalize and review appendix for Receiver's Third Supplemental Report. Correspondence with Richter team re same. Review and analyze documents for June 30th funding request.	4.00	175.00	700.00
06/29/2020	Jack Caylor Update R&D for week beginning June 29. Correspondence with E. Finley re formatting of same. Update WEPP schedule to include new terminations.	4.00	175.00	700.00

Invoice No.: 20405400
Date: 07/07/2020

Date	Name and Description	Hours	Rate	Amount
06/30/2020	Carol O'Donnell Communications with employees. Communications with OSB, send documents. Update wire transfers.	2.80	250.00	700.00
06/30/2020	Gilles Benchaya Court attendance for approval of Dillard's settlement. Call with J. Hall to discuss interco, status of filing and Dillard's settlement.	2.00	895.00	1,790.00
06/30/2020	Gilles Benchaya Numerous calls with Dillard's, counsel and lenders and follow up emails re Blueprint litigation, potential settlement offers and mediation strategy. Call with A. Prunier re o/s cash transfer and subsequent call with E. Finley re same.	4.50	895.00	4,027.50
06/30/2020	Gilles Benchaya Status update on Dillard's inventory availability and [REDACTED]	0.50	895.00	447.50
06/30/2020	Adam Sherman Email from LTG re respondent materials, including emails with TDS. Attend Court calls re Notre Dame property/Dillard's settlement. Emails with Osler. Emails/discussions with Richter team.	4.80	895.00	4,296.00
06/30/2020	Pritesh Patel Correspondence with Richter team re Dillard's mediation, doc review, funding request. Dial-in to Winnipeg Court re Notre Dame approval and Dillard's settlement agreement. Call with TDS re [REDACTED] agreement.	7.50	775.00	5,812.50
06/30/2020	Eric Finley Emails, discussions and analysis re landlord inquiries, Dillard's deal operations, weekly status call, cash management, inquiries re delay of wire transfers, insurance renewal, [REDACTED] and comments.	3.50	415.00	1,452.50
06/30/2020	Eric Finley Review, provide comments and finalize funding request, R&D and BBC for current week submission. Continue drafting Fifth report and review Gardena agreements. Attend Court call re Dillard's motion and Notre Dame property.	4.50	415.00	1,867.50
06/30/2020	Jack Caylor Various phone calls and emails responding to Richter hotline inquiries re creditors, employees, supplier etc. Call with J. Hamlin re US termination letter draft, WEPP follow up.	4.25	175.00	743.75
06/30/2020	Jack Caylor	2.75	175.00	481.25

Invoice No.: 20405400
Date: 07/07/2020

Date	Name and Description	Hours	Rate	Amount
	Finalize and organize funding request documents for June 2nd funding request. Call with KLD and P. Patel re new data set upload, next steps with e discovery.			
07/01/2020	Gilles Benchaya Status update on inventory to deliver to Dillard's and call re timing of pickup and possible extension. Status call with B. Nortman on Dillard's negotiations.	1.50	895.00	1,342.50
07/01/2020	Pritesh Patel Review of various versions of [REDACTED] agreement, correspondence with Richter team/TDS on same. Call with TDS re ADX assignment and status of [REDACTED]	2.50	775.00	1,937.50
07/01/2020	Eric Finley Various emails and calls in connection with the [REDACTED] markup draft agreements for same and correspond with Hilco, Richter and purchaser.	4.00	415.00	1,660.00
07/02/2020	Carol O'Donnell Communications with employees. Post documents on website, file with OSB.	1.50	250.00	375.00
07/02/2020	Gilles Benchaya Call with Dillard's to discuss remaining payments and timing. Call with TDS re trademark agreement and ADX IP.	2.50	895.00	2,237.50
07/02/2020	Adam Sherman Call with party interested in Nygard inventory. Emails with TDS re Dillard's Order. Emails with Richter team.	0.70	895.00	626.50
07/02/2020	Pritesh Patel Review and edits to various versions of [REDACTED], Dillard's IP assignment, correspondence with Richter team/TDS on same. Calls with Richter team re ADX assignment, discussions with Dillard's on same.	5.50	775.00	4,262.50
07/02/2020	Eric Finley Emails, discussions and analysis re sample removal in Quebec, head office, insurance claim, DC operations, IP process, employee inquiries, WEPP, cash management, 1 Niagara moving, Dillard's, Notre Dame.	4.75	415.00	1,971.25
07/02/2020	Eric Finley Various emails and calls in connection with the [REDACTED] markup draft agreements for same and correspond with Hilco, Richter and purchaser directly.	3.25	415.00	1,348.75
07/02/2020	Jack Caylor	2.50	175.00	437.50

Invoice No.: 20405400
Date: 07/07/2020

Date	Name and Description	Hours	Rate	Amount
	Various phone calls and emails responding to Richter hotline inquiries re creditors, employees, supplier etc. Call with [REDACTED] re general unsecured creditor questions, next steps, etc.			
07/02/2020	Jack Caylor Follow up with Quadbridge re outstanding invoices. Organize the moving of samples form 1 Niagara to Vaugh DC. Correspondence with S. Chaves and L. Micic re same.	2.50	175.00	437.50
07/03/2020	Ken Le Transfer funds from US account to CAD account, prepare wire transfers and update, email communication with E. Finley.	2.00	185.00	370.00
07/03/2020	Gilles Benchaya Review revised trademark assignment documents.	1.00	895.00	895.00
07/03/2020	Adam Sherman Emails with TDS re accounts, info/docs for Gardena motion, Fifth Report, request to access Gardena properties, other. Emails with Richter team.	0.80	895.00	716.00
07/03/2020	Pritesh Patel Review and edits to draft Fifth Report, discussions with Richter team on same. Review and sign-off on ADX assignment, [REDACTED] agreements. Discussion with Richter team re CRA claim, fulfillment of Dillard's order, retail sale.	8.00	775.00	6,200.00
07/03/2020	Eric Finley Various emails and calls in connection with the [REDACTED] markup draft agreements for same and correspond with Hilco, Richter and purchaser. Draft Fifth report for Richter review and comments re Gardena Motion.	5.50	415.00	2,282.50
07/03/2020	Eric Finley Emails, discussions and analysis re document access, employee expenses, cash management and loan ledger, Inkster permits, wire transfers, employee retention.	2.50	415.00	1,037.50
07/03/2020	Jack Caylor Multiple calls re WEPP inquiries and general creditor inquiries. Continue to update R&D schedule re updated reporting for lenders, actual vs forecasted variance.	3.00	175.00	525.00
Fees Total		127.90		\$ 70,851.00

Invoice No.: 20405400
Date: 07/07/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 70,851.00
Technology and Administrative Fees		3,542.55
GST/HST #885435842 RT0001		9,671.16
Total Due	CAD	\$ 84,064.71

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

Richter Advisory Group Inc.
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Bay Wellington Tower
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MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

RICHTER

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date:	07/15/2020
Invoice No.:	20405434
Engagement No.:	2021900
Payment Terms:	Due on Receipt

Professional services rendered to July 12, 2020.	\$ 54,879.50
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Sub-Total	54,879.50
Technology and Administrative Fees	2,743.98
GST/HST #885435842 RT0001	7,491.06
Total Due	CAD \$ 65,114.54

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405434
Date: 07/15/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	8.90	\$ 895.00	\$ 7,965.50
Carol O'Donnell	5.40	250.00	1,350.00
Eric Finley	38.75	415.00	16,081.25
Gilles Benchaya	5.00	895.00	4,475.00
Jack Caylor	31.50	175.00	5,512.50
Ken Le	0.25	185.00	46.25
Pascale Lareau	0.40	185.00	74.00
Pritesh Patel	25.00	775.00	19,375.00
	115.20		\$ 54,879.50

Invoice No.: 20405434
Date: 07/15/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/05/2020	Adam Sherman Emails/call with TDS re Gardena motion. Review draft letter to LADWP. Review Receiver's Fifth report. Emails with Richter team.	2.00	\$ 895.00	\$ 1,790.00
07/06/2020	Carol O'Donnell Post documents and file with OSB. Communications with employees.	0.70	250.00	175.00
07/06/2020	Gilles Benchaya Follow up with Dillard's on extension to inventory shipments and potential discount on additional. Status update with Laura on units shipped and info required for Dillard's.	2.00	895.00	1,790.00
07/06/2020	Gilles Benchaya Review loan ledger, sales performance to date and remaining wholesale orders.	0.50	895.00	447.50
07/06/2020	Adam Sherman Emails/call with TDS re Receiver's report, Gardena motion/brief, Notre Dame sale approval order, communications with Nygard counsel, other. Emails from Osler/Pitblado re comments on report. Finalize/sign Receiver's Fifth report. Emails with Richter team.	3.50	895.00	3,132.50
07/06/2020	Pritesh Patel Review and edits to Fifth Report, incorporating comments from TDS and Osler. Finalize and sign report. Call with Colliers re amendment to Inkster ATP. Call with Richter team re Dillard's shipments.	8.00	775.00	6,200.00
07/06/2020	Eric Finley Emails, discussions and analysis re warehouse operations, 1 Niagara closing, Inkster architecture, cash management, funding request, insurance claim, landlord inquiries, IP APA, store closing sale and timeline.	2.75	415.00	1,141.25
07/06/2020	Eric Finley Calls with Gardena operations team, Richter team, lenders re Dillard's. Various emails and calls in connection with cash management and wire payments. Finalize purchase agreement. Review, compile and finalize Fifth report.	5.25	415.00	2,178.75
07/06/2020	Jack Caylor Analyze rent amounts for California properties re Receivers Fifth Report. Review and comment on Receivers Fifth Report. Finalize and review appendices of same. Correspondence with Richter team re same.	4.00	175.00	700.00
07/06/2020	Jack Caylor	4.00	175.00	700.00

Invoice No.: 20405434
Date: 07/15/2020

Date	Name and Description	Hours	Rate	Amount
	Begin updating R&D schedule for week beginning June 29. Multiple calls/emails responding to Richter hotline inquiries.			
07/07/2020	Carol O'Donnell Communications with employees re WEPP.	0.20	250.00	50.00
07/07/2020	Gilles Benchaya Lender status update call. Follow-up with Dillard's on status.	1.00	895.00	895.00
07/07/2020	Adam Sherman Review/sign QST registration forms. Emails with Richter team.	0.70	895.00	626.50
07/07/2020	Pritesh Patel Call with Nygard team re employee matters, status of liquidation sale. Update call with Lenders. Calls with Richter team re Inkster review, IP process, inventory sale, Gardena access.	5.00	775.00	3,875.00
07/07/2020	Eric Finley Emails, and analysis re [REDACTED] [REDACTED] and operations regarding same (terms of shipments, tags, timing, payment operations). Review, provide comments on funding request, R&D and BBC for current week submission.	3.75	415.00	1,556.25
07/07/2020	Eric Finley Emails re cash management and funding to Lenders, landlord inquiries, insurance, wire transfers, payroll. Call with Lenders. Call US inventory purchaser. Calls with Hilco re. IP process, liquidation sale, FFE sale, store operations, head office staff.	4.50	415.00	1,867.50
07/07/2020	Jack Caylor Finalize and review R&D schedule week beginning June 29. Correspondence with E. Finley re same. Review support from Nygard team and organize documents for July 8 funding request. Emails/ Calls re Richter hotline inquiries.	6.50	175.00	1,137.50
07/08/2020	Gilles Benchaya Follow up on Dillard's wire payments and determination of remaining amounts.	1.00	895.00	895.00
07/08/2020	Pritesh Patel Correspondence with Lenders re banking, Dillard's receipts. Review updated drafts of docs for IP process. Call with Nygard re AS400 issues, employee matters. Correspondence with buyer for 1 Niagara.	2.50	775.00	1,937.50
07/08/2020	Eric Finley	6.50	415.00	2,697.50

Invoice No.: 20405434
Date: 07/15/2020

Date	Name and Description	Hours	Rate	Amount
	Emails and analysis re document access, grand jury subpoena, cash collections, vehicle locations, creditor inquiries, cash management, wires, Notre Dame sale, sales tax. Finalize funding request and BBC submission for current week funding.			
07/08/2020	Jack Caylor Finalize and organize documents re July 8 funding request. Correspondence with E. Finley and Team re same.	3.00	175.00	525.00
07/08/2020	Jack Caylor Multiple emails/ calls re Richter hotline inquires, organizing movers at 1 Niagara, new terminations for WEPP. Review and track documents throughout 1 Niagara for grand jury subpoena.	3.00	175.00	525.00
07/09/2020	Pascale Lareau Reconciliation HST GST QST June 2020.	0.40	185.00	74.00
07/09/2020	Carol O'Donnell Review HST, communication with Province of Manitoba re PST. Communication. Service Canada re WEPP. Verify bank for wire transfer, update. Transfer funds from US to CDN account. Prepare wire transfers, update.	3.70	250.00	925.00
07/09/2020	Ken Le Telephone call with creditor and email communication with J. Caylor.	0.25	185.00	46.25
07/09/2020	Gilles Benchaya Status update with KLD re e- discovery process.	0.50	895.00	447.50
07/09/2020	Adam Sherman Review/approve disbursements. Emails with Richter team.	0.50	895.00	447.50
07/09/2020	Pritesh Patel Review and sign amendment re Inkster. Review litigation hold data from KLD. Call with TDS re Notre Dame closing, update on IP docs.	4.00	775.00	3,100.00
07/09/2020	Eric Finley Review employee files and update WEPP working papers for submission. Various emails and phone calls with company and Richter in connection with same. Update 81.1 letters. Employee retention, store closing sale, FF&E sale.	5.00	415.00	2,075.00
07/09/2020	Eric Finley	3.50	415.00	1,452.50

Invoice No.: 20405434
Date: 07/15/2020

Date	Name and Description	Hours	Rate	Amount
	Emails, discussions and analysis re cash collections, IP process, HST refunds, loan ledger, staffing issues, inventory sale. Calls with Hilco re budgets and timing re equipment, inventory, and IP. Emails re US inventory sale, analysis re same.			
07/09/2020	Jack Caylor Multiple calls/ emails re WEPP inquires, creditor inquires, corresponding movers at 1 Niagara and payment of movers. Correspondence with Richter team and SAE engineering re payment details. Finalize 1 Niagara document summary for grand jury subpoena.	3.75	175.00	656.25
07/09/2020	Jack Caylor Draft follow up letter re M&M footwear 81.1 claim. Correspondence with E. Finley and L. Micic re same. Review and finalize cheque rec for week beginning July 6.	3.75	175.00	656.25
07/10/2020	Carol O'Donnell Prepare wire transfer, update. Review WEPP.	0.80	250.00	200.00
07/10/2020	Adam Sherman Finalize M&M communication re 81.1 claim. Emails with TDS re Edson's/Brause matters, communications with Nygard counsel, status of Canadian litigation, other. Emails with Richter team.	2.20	895.00	1,969.00
07/10/2020	Pritesh Patel Call with TDS re document access, subpoena matters. Calls with E. Finley, TDS re Notre Dame issue. Review of litigation memo from TDS.	5.00	775.00	3,875.00
07/10/2020	Eric Finley Review and update working papers in connection with WEPP submission for employees. Attend to staffing issues and employee retention, finalize 81.1 letters, IP draft APA, Various calls in connection with criminal investigations. Notre Dame Closing.	7.50	415.00	3,112.50
07/10/2020	Jack Caylor Draft employee retention letters. Emails with E. Finley re same. Emails responding to general hotline inquiries re WEPP, creditors, vacation, termination.	3.50	175.00	612.50
07/12/2020	Pritesh Patel Review of email from TDS re Edson proposal and investigation into same.	0.50	775.00	387.50
Fees Total		115.20		\$ 54,879.50

Invoice No.: 20405434
Date: 07/15/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 54,879.50
Technology and Administrative Fees		2,743.98
GST/HST #885435842 RT0001		7,491.06
Total Due	CAD	\$ 65,114.54

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

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181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

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RICHTER

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date:	07/21/2020
Invoice No.:	20405448
Engagement No.:	2021900
Payment Terms:	Due on Receipt

Professional Services rendered to July 19, 2020.	\$ 51,809.75
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Sub-Total	51,809.75
Technology and Administrative Fees	2,590.49
GST/HST #885435842 RT0001	7,072.03
Total Due	CAD \$ 61,472.27

TORONTO

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416.488.2345

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405448
Date: 07/21/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	5.40	\$ 895.00	\$ 4,833.00
Carol O'Donnell	6.20	250.00	1,550.00
Eric Finley	20.75	415.00	8,611.25
Gilles Benchaya	11.50	895.00	10,292.50
Jack Caylor	28.50	175.00	4,987.50
Mandy Wu	20.50	325.00	6,662.50
Pascale Lareau	0.80	185.00	148.00
Pritesh Patel	19.00	775.00	14,725.00
	112.65		\$ 51,809.75

Invoice No.: 20405448
Date: 07/21/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/13/2020	Gilles Benchaya Review retail results, CF collections and progress on wholesale inventory sales.	2.50	\$ 895.00	\$ 2,237.50
07/13/2020	Adam Sherman Emails with TDS re communications with D. Magisano re Edson's/Brause. Review/approve bank recs (\$CAN/\$US) for June 2020. Emails/discussions with Richter team. Emails with TGF re TD Merchant Services.	1.80	895.00	1,611.00
07/13/2020	Pritesh Patel Calls and correspondence with Richter team re Notre Dame, liquidation sale, IP process and Dillard's. Correspondence with TDS re landlord matters.	3.00	775.00	2,325.00
07/13/2020	Eric Finley Emails, discussions and analysis re Inkster FFE removal, removal of personal items, vendor supply issues, sales taxes, employee terminations, recovery analysis, Hilco invoice. Various calls, emails, review with TDS and Hilco re IP APA / bid form.	8.50	415.00	3,527.50
07/13/2020	Jack Caylor Update R&D tracker for week beginning July 6. Correspondence with E. Finley and L. Micic re same. Multiple emails responding to Richter inquiries re creditors, WEPP, terminations.	5.25	175.00	918.75
07/13/2020	Jack Caylor Correspondence with S. Chaves re shipment pick up at 1 Niagara. Prepare shipment re same.	1.00	175.00	175.00
07/14/2020	Carol O'Donnell Communication with Service Canada re WEPP. Review new WEPP applications.	1.50	250.00	375.00
07/14/2020	Mandy Wu Review and summarize loan ledger transactions and reconcile past weeks' receipts in the cash flow.	2.00	325.00	650.00
07/14/2020	Gilles Benchaya Update call with Second Ave on various issues including retail update, timing of payout, etc.	1.00	895.00	895.00
07/14/2020	Gilles Benchaya Follow up with E. Finley re various updates requested by Lenders.	1.00	895.00	895.00
07/14/2020	Gilles Benchaya Follow up with Dillard's on status of inventory reconciliation and escrow accounting. Determine latest assumptions for CF update.	0.50	895.00	447.50

Invoice No.: 20405448
Date: 07/21/2020

Date	Name and Description	Hours	Rate	Amount
07/14/2020	Gilles Benchaya Determine latest assumptions for CF update.	0.50	895.00	447.50
07/14/2020	Adam Sherman Emails/call with TDS re Edson's/Brause, other matters. Emails/discussions with Richter team. Emails with TGF re TD Merchant Services. Email from TDS attaching reasons re Landlord Terms Order.	1.80	895.00	1,611.00
07/14/2020	Pritesh Patel Call with TDS re Gardena matters. Calls and correspondence with Richter team re Notre Dame, Gardena, IP process and Dillard's. Correspondence with Nygard re landlord matters.	3.25	775.00	2,518.75
07/14/2020	Eric Finley Emails, discussions and analysis re shipping / timing of DC, Gardena Ops, [REDACTED] [REDACTED] Dillard's outstanding AR, loan wires, IP APA form, utility payments, review Hilco invoice, funding request and BBC.	8.00	415.00	3,320.00
07/14/2020	Jack Caylor At 1 Niagara all day re FF&E sale, Chubb security service, scheduled UPS pickup. Review, update and organize documents for July 15 funding request and R&D schedule.	3.50	175.00	612.50
07/14/2020	Jack Caylor Draft AR collection letter re Auld Phillips. Correspondence with E. Finley re same. Review and comment on TD credit card hold back invoices.	3.50	175.00	612.50
07/15/2020	Carol O'Donnell Communications with Service Canada regarding employee returning to work at Nygard. Communications with employees. Update creditor list.	1.50	250.00	375.00
07/15/2020	Mandy Wu Update CF model re revise the collection timing and amount of Dillard's AR, US wholesale inventory [REDACTED] and Dillard's, other open AR collections, true up various expenses paid, adjust expense forecast and update rollforwards.	6.00	325.00	1,950.00
07/15/2020	Adam Sherman Emails with TGF re TD Merchant Services. Emails with Richter team.	0.30	895.00	268.50
07/15/2020	Pritesh Patel Emails with Hilco re IP NDAs, review of same. Calls and correspondence with Richter team re BBC, funding request and banking. Correspondence with TDS, Edson re document pickup. Calls re Notre Dame.	4.25	775.00	3,293.75

Invoice No.: 20405448
Date: 07/21/2020

Date	Name and Description	Hours	Rate	Amount
07/15/2020	Eric Finley Various calls and emails re Gardena inventory, funding request and BBC, retail sale progress, leases, Xerox printers.	2.00	415.00	830.00
07/15/2020	Jack Caylor Finalize and organize documents re July 15 funding request. Multiple Richter hotline inquiries re WEPP, terminations, creditor inquiries. Follow up call with J. Hamlin re employee termination status.	4.75	175.00	831.25
07/15/2020	Jack Caylor Reconcile Receiver cash accounts per lender request. Correspondence with E. Finley re same.	1.75	175.00	306.25
07/16/2020	Carol O'Donnell Verify bank for wire transfer, update. Correspondence with S. Irwin at Service Canada regarding WEPP. Update creditor list. Misc. Administration.	1.10	250.00	275.00
07/16/2020	Mandy Wu Review Hilco's updated proforma, revised model to show extended sales period from 11 weeks to 15 weeks, estimated additional sales, COGS, various operating expenses, liquidator fees and professional fees for the extended weeks.	6.00	325.00	1,950.00
07/16/2020	Gilles Benchaya Lender update call for Nygard and subsequent discussion with A. Prunier re Inventory strategy.	1.50	895.00	1,342.50
07/16/2020	Gilles Benchaya Call with J. Paronto re liquidation strategy and status on collections and sale extension.	1.00	895.00	895.00
07/16/2020	Gilles Benchaya Call with Hilco and lenders to discuss latest proforma and sale extension.	1.50	895.00	1,342.50
07/16/2020	Adam Sherman Emails with TDS re Edson's/Brause documents, emails with D. Magisono, other. Emails with Richter team.	0.50	895.00	447.50
07/16/2020	Pritesh Patel Call with Vaughan DC landlord. Correspondence with TDS, Edson re document pickup. Calls re Notre Dame. Update call with Lenders. Update call with TDS.	4.50	775.00	3,487.50
07/16/2020	Eric Finley Various calls and emails re IP on Gardena inventory, funding requirement and cash management, source deductions, insurance.	1.00	415.00	415.00

Invoice No.: 20405448
Date: 07/21/2020

Date	Name and Description	Hours	Rate	Amount
07/16/2020	Jack Caylor At 1 Niagara to give building access to buyer re planning next steps after purchase. Correspondence re same. Multiple calls and emails re WEPP inquires, unsecured creditors, terminated employees.	3.75	175.00	656.25
07/17/2020	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2bks accts).	0.80	185.00	148.00
07/17/2020	Carol O'Donnell Verify bank for wire transfers, update. Transfer funds from US to CDN account, prepare wire transfers, update. Communications with Service Canada re WEPP.	2.10	250.00	525.00
07/17/2020	Mandy Wu Continue to refine the cash flow forecast, including weekly sales, COGS, operating expenses and professional fees. Prepared output tables for lenders. Emails with G. Benchaya re key assumptions and comparison between current and prior versions.	5.00	325.00	1,625.00
07/17/2020	Gilles Benchaya Review latest revised CF with M. Wu and subsequent changes required.	2.00	895.00	1,790.00
07/17/2020	Adam Sherman Emails with TDS re Edson's/Brause documents, emails with D. Magisano, discussions with Osler, Gardena rent motion, other. Emails with Richter team.	1.00	895.00	895.00
07/17/2020	Pritesh Patel Update call with G. Benchaya re Hilco. Review of proposed store closures, call with E. Finley on same. Calls/correspondence with Nygard team re store closures, Notre Dame. Correspondence with TDS re Gardena matters.	4.00	775.00	3,100.00
07/17/2020	Eric Finley Various calls and emails re leases, rent payments, insurance, Gardena warehouse and inventory, IP sale process, lease repudiations.	1.25	415.00	518.75
07/17/2020	Jack Caylor Reconcile payments made by Receiver to funding requests throughout the receivership period. Draft Lease Repudiation Notices. Correspondence with E. Finley re same. Correspondence with M. Wu re NYC rent and Utility payments.	5.00	175.00	875.00
07/19/2020	Mandy Wu	1.50	325.00	487.50

Invoice No.: 20405448
Date: 07/21/2020

Date	Name and Description	Hours	Rate	Amount
	Preparation of updated net realization analysis summary.			
Fees Total		112.65		\$ 51,809.75

Invoice No.: 20405448
Date: 07/21/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 51,809.75
Technology and Administrative Fees		2,590.49
GST/HST #885435842 RT0001		7,072.03
Total Due	CAD	\$ 61,472.27

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

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200 South Wacker, #3100
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312.828.0800

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Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Date: 7/28/2020
Invoice No.: 20405458
Engagement No.: 2021900
Payment Terms: Due on Receipt

Professional Services rendered to July 26, 2020. \$ 62,576.25

Sub-Total	62,576.25
Technology and Administrative Fees	3,128.81
GST/HST #885435842 RT0001	8,541.66
Total Due	CAD \$ 74,246.72

TORONTO

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181 Bay St., #3510
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416.488.2345

MONTREAL

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

Invoice No.: 20405458
Date: 7/28/2020

Fees

Name	Hours	Rate	Amount
Adam Sherman	8.80	\$ 895.00	\$ 7,876.00
Carol O'Donnell	3.40	250.00	850.00
Eric Finley	36.50	415.00	15,147.50
Gilles Benchaya	6.25	895.00	5,593.75
Jack Caylor	27.00	175.00	4,725.00
Mandy Wu	10.00	325.00	3,250.00
Pascale Lareau	3.90	185.00	721.50
Pritesh Patel	31.50	775.00	24,412.50
	127.35		\$ 62,576.25

Invoice No.: 20405458
Date: 7/28/2020

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
7/20/2020	Carol O'Donnell Communications with Service Canada WEPP regarding employees who resigned.	0.30	\$ 250.00	\$ 75.00
7/20/2020	Mandy Wu Emails and discussions re UPS freight invoices, loan paydown breakdown, Dillard's payment and update CF model accordingly.	1.50	325.00	487.50
7/20/2020	Gilles Benchaya Further revisions to weekly cashflow and liquidation analysis pursuant to calls with N. Werner of Hilco.	2.00	895.00	1,790.00
7/20/2020	Gilles Benchaya Review detailed inventory reconciliation for balance of Dillard's merchandise and contact S. Duke re timing of payments.	0.50	895.00	447.50
7/20/2020	Pritesh Patel Correspondence with TDS, Colliers re chattel listing. Calls with Nygard re Notre Dame. Review of bids received re IP process. Calls with Richter team re liquidation sale, wholesale inventory, Niagara.	4.50	775.00	3,487.50
7/20/2020	Eric Finley Emails, discussions and analysis re store closing timeline and operations, Dillard's settlement and payment, HVAC issues, store profitability, various creditor inquiries and questions, landlord issues, IP process, Gardena operations.	4.00	415.00	1,660.00
7/20/2020	Eric Finley Various calls in connection with UPS services. Analysis and calls re CRA sales taxes, lease expirations and rent payments. Finalize and email lease repudiations to landlords.	4.50	415.00	1,867.50
7/20/2020	Jack Caylor At 1 Niagara to give access to buyer and his team. Update R&D tracker for week beginning July 6. Correspondence with E. Finley and L. Micic re same. Multiple emails responding to Richter inquiries re creditors, WEPP, terminations.	4.00	175.00	700.00
7/20/2020	Jack Caylor Correspondence with E. Finley re finalizing and sending lease repudiation notices. Update M&M Footwear 30-day claim to include store type for courier.	4.00	175.00	700.00
7/21/2020	Mandy Wu Prepared a detailed inventory realization breakdown for remaining weeks, including sales receipts, expenses and sales tax.	3.50	325.00	1,137.50

Invoice No.: 20405458
Date: 7/28/2020

Date	Name and Description	Hours	Rate	Amount
7/21/2020	Gilles Benchaya Call with A. Prunier re revised liquidation analysis queries.	1.00	895.00	895.00
7/21/2020	Gilles Benchaya Follow up E. Finley on status of wholesale inventory sale, retail liquidation and reconciliation of Dillard's merchandise.	0.50	895.00	447.50
7/21/2020	Gilles Benchaya Follow up with M. Wu on retail reconciliation of inventory to Hilco model including analysis of venture to date provided by Hilco.	1.00	895.00	895.00
7/21/2020	Adam Sherman Emails with TDS re Edson's/Brause document pick-up, other matters. Emails / discussions with Richter team.	1.30	895.00	1,163.50
7/21/2020	Pritesh Patel Calls with TDS, Colliers re Inkster offer, follow-up with Nygard on same. Calls with Richter team re IP, lease repudiations and Notre Dame. Call with Katten re subpoena matters. Review of bid summary from Hilco.	6.00	775.00	4,650.00
7/21/2020	Eric Finley Emails, discussions and analysis re 81.1 claims, lease repudiations, store closing timeline, venture to date analysis, update calls with Hilco and Company, FF&E sale, settlement agreement, employee retention.	4.00	415.00	1,660.00
7/21/2020	Eric Finley Calls in connection with Inkster building closing and Notre Dame closing. Calls in connection with IP sales process, creditor inquiries from consultants, document retention and destruction, UPS services.	4.50	415.00	1,867.50
7/21/2020	Jack Caylor Review, update and organize documents re July 22 funding request and R&D schedule. Continue to update M&M Footwear 30-day goods claim. Multiple emails and calls re employee vacation inquiries, WEPP, employee WEPP/ termination status.	5.25	175.00	918.75
7/22/2020	Pascale Lareau GST HST declaration for June 2020.	0.20	185.00	37.00
7/22/2020	Mandy Wu Various calls and emails with Hilco re current ticketed inventory calculation and variances versus the BBC inventory balance.	2.50	325.00	812.50
7/22/2020	Adam Sherman	1.50	895.00	1,342.50

Invoice No.: 20405458
Date: 7/28/2020

Date	Name and Description	Hours	Rate	Amount
	Emails with TDS re Canadian litigation, communications with Edson's/Brause counsel, discussions with Osler, other. Emails with TGF re TD Merchant Services. Emails/discussions with Richter team.			
7/22/2020	Pritesh Patel Call with Katten, TDS re subpoena matters. Review TDS memo re Canadian litigation. Correspondence with landlord re lease repudiation. Correspondence with TDS re Edson settlement, update from Osler.	4.00	775.00	3,100.00
7/22/2020	Eric Finley Emails, discussions and analysis re 81.1 claims and repossession of goods, employee retention, landlord inquiries, disconnection of phone services, sale of corporate vehicles, cash management, review of loan ledger, review / update R&D.	4.00	415.00	1,660.00
7/22/2020	Eric Finley Review final funding request and BBC submission for current week funding for lenders. Various calls in connection with UPS services. Calls with CRA re sales taxes.	3.50	415.00	1,452.50
7/22/2020	Jack Caylor Various phone calls and emails responding to Richter hotline inquiries re creditors, employees, suppliers etc. Finalize July 22 funding request package. Correspondence with E. Finley re same. Continue to draft lease disclaimer re retail stores.	5.00	175.00	875.00
7/23/2020	Pascale Lareau Inputting of employee information on Service Canada website for WEPP.	3.70	185.00	684.50
7/23/2020	Carol O'Donnell Verify bank for wire transfer, update deposit. Transfer funds from US to CDN account. Prepare wires, update. Prepare WEPP.	3.10	250.00	775.00
7/23/2020	Mandy Wu Continue to review Hilco's inventory calculations and BBC inventory detailed listing for both Feb/20, beginning of liquidation sales and end of last week.	1.00	325.00	325.00
7/23/2020	Adam Sherman Emails/call with L. Williams re TD Merchant Services. Emails with TDS re communications with Osier, communications with Nygard counsel, Edson's/Brause, Court availability, other. Call with TDS re various matters. Emails/discussions with Richter team.	4.00	895.00	3,580.00
7/23/2020	Pritesh Patel	6.50	775.00	5,037.50

Invoice No.: 20405458
Date: 7/28/2020

Date	Name and Description	Hours	Rate	Amount
	Calls with TDS re Edson settlement, Fieldstone property and investigation into same. Calls with Nygard re Notre Dame, removal of Fast Track. Attend to matters re real property sales. Investigation into UPS issue.			
7/23/2020	Eric Finley Emails, discussions and analysis re 81.1 claims and repossession, IP sales process, settlement agreement, employee retention, cash management. Various calls in connection with UPS services and courier services.	5.50	415.00	2,282.50
7/23/2020	Jack Caylor Draft and review cheque rec re week of July 20 Receiver payments. Continue to draft lease disclaimers. Multiple WEPP inquires, correspondence with employee re WEPP proof of claim.	4.75	175.00	831.25
7/24/2020	Mandy Wu Discussion with G. Benchaya on inventory reconciliation to BBC/Hilco. Refine the inventory realization summary prepared. Review Hilco invoice.	1.50	325.00	487.50
7/24/2020	Gilles Benchaya Call with A. Prunier re retail strategy, status of real estate transactions, etc. Discussion with M. Wu re reconciliation.	1.25	895.00	1,118.75
7/24/2020	Adam Sherman Emails with TDS re Edson's/Brause settlement, Gardena rent motion, sale of 1 Niagara Street, communications with D. Magisano, other. Emails/discussions with Richter team.	2.00	895.00	1,790.00
7/24/2020	Pritesh Patel Review and respond to TDS letter re Edson settlement. Discussions with E. Finley, Nygard re UPS issue. Drafting of Sixth Report. Attend to matters re real property sales.	7.50	775.00	5,812.50
7/24/2020	Eric Finley Emails, discussions and analysis re lease repudiation, FF&E sale, employee retention, document preservation, Gardena agreement, loan ledger, cash management, Dillard's payment. Review of boxes previously stores at 1 Niagara, landlord issues re rent.	6.50	415.00	2,697.50
7/24/2020	Jack Caylor	4.00	175.00	700.00

Invoice No.: 20405458
Date: 7/28/2020

Date	Name and Description	Hours	Rate	Amount
	Continue to draft lease disclaimers re preparing for retail store closures. Continue to update M&M Footwear tracker re 30-day claim pick-up. Correspondence with 1 Niagara buyer re organizing access to building.			
7/26/2020	Pritesh Patel Continue drafting of Sixth Report. Correspondence with TDS, Richter team re R446 lease amendment.	3.00	775.00	2,325.00
Fees Total		127.35		\$ 62,576.25

Invoice No.: 20405458
Date: 7/28/2020

Remittance Form

Richter Advisory Group Inc., Receiver re: Nygard International Partnership et al
181 Bay Street, Suite 3510
Toronto, ON M5J 2T3

Invoice Summary

Sub-Total		\$ 62,576.25
Technology and Administrative Fees		3,128.81
GST/HST #885435842 RT0001		8,541.66
Total Due	CAD	\$ 74,246.72

Payment Options

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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca

TORONTO

Richter Advisory Group Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER.CA

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**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patel, Partner

Invoice No. 612536 ending June 7, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	19,496.00
Total Disbursements	\$	119.17
Total GST/HST	\$	977.75
Total RST	\$	1,364.72
Total Due This Invoice	\$	21,957.64

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patel, Partner

Invoice No. 612536 ending June 7, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Miscellaneous (Non-Taxable) PAYEE: Zacharias, Mike; REQUEST#: 300877; DATE: 6/2/2020. - Reimbursement for Service Ontario - UVIP Search	\$	60.00	
Paid to	Indirect Provincial Sales Tax	\$	0.23	
Paid to	Long Distance	\$	0.11	*
Paid to	Minute Books, Stationery	\$	3.28	*
Paid to	WLTO Search	\$	26.00	*
Paid to	Imaging	\$	29.55	*
Total Disbursements		\$	119.17	
*GST/HST on Taxable Disbursements		\$	2.95	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
May 26, 2020	MLL	E-mail exchange with G.B. Taylor and Dom Magisano regarding conference call; conference call with G.B. Taylor and Phillip Cho regarding landlord terms order; conference call with G.B. Taylor and Dom Magisano regarding privilege issues; e-mail exchange with	6.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		R. McFadyen and G.B. Taylor regarding credit card and vehicle issues; e-mail from Michael Citak regarding landlord terms order; e-mail exchange with G.B. Taylor regarding e-mail to Evan Cooke; e-mail exchange with G.B. Taylor and Michael Citak; e-mail exchange with Even Cooke regarding landlord terms; e-mail exchange with Lisa Stys regarding landlord terms notice; e-mail from Eric Finley regarding locks at property; e-mail exchange with G.B. Taylor regarding e-mail re London Crossroads property; reviewing London Crossroads materials; preparation of e-mail to Heather Knox; e-mail exchange with R. McFadyen and G.B. Taylor regarding landlord terms order and notice of motion; reviewing Order and Motion; e-mail from G.B. Taylor regarding London Crossroads property; preparation of Motion Brief regarding landlord terms order;	
May 27, 2020		E-mail from G.B. Taylor regarding Matt Tweedie; e-mail from Eric Finley regarding second report; e-mail exchange with Lisa Stys regarding lease; e-mail from G.B. Taylor regarding call with Michael Citak; e-mail exchange with R. McFadyen, G.B. Taylor, Pritesh Patel, Eric Finley and Adam Sherman regarding resolution of disputed expenses; e-mail from R. McFadyen regarding filing Notice of Motion, Second Report; e-mail exchange with G.B. Taylor and R. McFadyen regarding [REDACTED]; e-mail exchange with G.B. Taylor regarding leases; e-mail exchange with G.B. Taylor regarding Michael Citak; update landlord service list; e-mail from Eric Finley regarding	8.70



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		NPL rent; research motion brief; preparation of Motion Brief of the Receiver;	
May 27, 2020	MDZ	E-mail exchange with E. Finley re vehicles registration searches; Preparing letter to MPIC re search requests;	0.80
May 28, 2020		Preparation of Motion Brief of the Receiver; e-mail exchange with R. McFadyen regarding authorities; e-mail exchange with R. McFadyen regarding Motion Brief of the Receiver; e-mail from G.B. Taylor regarding collection and preservation; e-mail from G.B. Taylor regarding e-mail to Lisa Stys regarding leases; e-mail from Lisa Stys regarding lease; e-mail from Adrian Frost regarding vacation pay; e-mail from Drew Mitchell regarding [REDACTED]; [REDACTED]; preparation of memo to G.B. Taylor and R. McFadyen [REDACTED];	5.70
May 29, 2020		E-mail from G.B. Taylor regarding e-mail from Wayne Onchulenko regarding document access; e-mail from G.B. Taylor regarding e-mail to Jeremy Dacks; e-mail from Pritesh Patel regarding e-mail from Wayne Onchulenko; e-mail from G.B. Taylor regarding e-mail to Wayne Onchulenko; e-mail from G.B. Taylor regarding e-mail to Emilio Bisceglia; e-mail from G.B. Taylor regarding landlord term order; e-mail from Eric Finley regarding landlord terms order; e-mail from G.B. Taylor regarding e-mail to Dom Magisano and Wayne Onchulenko regarding e-mail from Greg Fenske; e-mail exchange with G.B. Taylor, Drew Mitchell and R. McFadyen regarding [REDACTED];	3.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		██████████: e-mail from G.B. Taylor regarding document access; e-mail from G.B. Taylor regarding e-mail from Dom Magisano regarding landlord terms; conference call with G.B. Taylor, R. McFadyen and Drew Mitchell; e-mail from G.B. Taylor regarding e-mail from Dom Magisano regarding rent; ██████████; preparation of memo to G.B. Taylor and R. McFadyen ██████████;	
May 28, 2020	MDZ	E-mail exchange with and Telephone call to R. McFadyen re vehicle registration process; Finalize letter to MPIC re registration questions; Research concerning vehicle registration searches in Ontario; Telephone call to Ministry of Transportation Office in Ontario re vehicle searches; Perform Ontario vehicle searches; E-mail exchange with client re vehicle registration requests and searches in Manitoba and Ontario;	1.80
May 31, 2020		E-mail from Brittini Van Dasselaar regarding Motion Brief of Respondents; e-mail from Brittini Van Dasselaar regarding Motion Brief of Respondents regarding landlord charge; reviewing Respondents' Briefs; e-mail exchange with G.B. Taylor and R. McFadyen regarding Briefs of the Respondents; research Brief Authorities; preparation of memo to R. McFadyen and G.B. Taylor regarding Brief of Authorities; e-mail exchange with R. McFadyen and G.B. Taylor regarding Affidavit of Service of Melanie LaBossiere; e-mail exchange with G.B. Taylor, R. McFadyen, Jeremy Dacks and Catherine Howden regarding authorities; e-mail exchange with G.B.	4.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Taylor regarding e-mail from Vern DaRe regarding landlords charge; e-mail from R. McFadyen regarding draft Brief; reviewing draft Supplementary Brief; e-mail exchange with G.B. Taylor, R. McFadyen, Jeremy Dacks and Catherine Howden regarding Brief;	
June 1, 2020	GBT	E-mail correspondence; prepare hearing; attend to Landlord Terms Order hearing, Manitoba Court of Queen's Bench (by telephone), and make submissions; telephone discussions with J. Dacks, P. Patel; subpoena matters; Gardena matters; telephone discussion with W. Onchulenko; Brause/Edson's document search matters; follow up with P. Patel; consider Gardena motion issues; telephone conference P. Patel, J. Hall, M. Rosensaft, R. McFadyen, M. LaBossiere; telephone discussions with P. Patel; follow up with S. Skrabinski;	6.00
June 1, 2020		E-mail from Mike Rosensaft regarding document access; teleconference hearing regarding landlord terms; e-mail from R. McFadyen regarding Affidavit of Service; e-mail from R. McFadyen regarding motion Brief, Second Report and Affidavit of Service of Melanie LaBossiere; e-mail exchange with R. McFadyen regarding service list; e-mail exchange with R. McFadyen, Mike Rosensaft, Jerry Hall, G.B. Taylor and Pritesh Patel regarding conference call regarding document access; e-mail exchange with R. McFadyen regarding landlord service list; e-mail from G.B. Taylor regarding e-mail to Pritesh Patel regarding Brause/Edson's documents; conference call with Jerry Hall, Mike	4.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Rosensaft, R. McFadyen, G.B. Taylor and Pritesh Patel; e-mail exchange with G.B. Taylor and R. McFadyen regarding wording re privilege; e-mail from Stephen Skorbinski regarding notice of appearance; update service list; research contempt; [REDACTED]; [REDACTED];	
June 1, 2020	RAM	E-mail exchange with M. Rosensaft, G.B. Taylor, P. Patel regarding privilege issues, document access; attending meeting with G.B. Taylor regarding update for motion; e-mail from, e-mail to D. Ullman regarding call-in details; attending at hearing regarding Landlord Terms Order; preparing supplemental Affidavit of Service; E-filing supplemental Affidavit of Service; revising Landlord Terms Order; e-mail from S. Skorbinski regarding appearance for landlords; e-mail from D. Ullmann regarding [REDACTED]; [REDACTED]; conference call with M. Rosensaft, J. Hall, G.B. Taylor regarding document access order; e-mail from G.B. Taylor regarding document production protocol; e-mail from, e-mail to G.B. Taylor regarding Edsons / Brause documents;	2.60
June 2, 2020	RAM	E-mail from S. Skorbinski regarding landlord issues; e-mail from C. Howden regarding R. Kravetsky communications; e-mail from Court Registry regarding filing; attending at hearing regarding decision of Justice Edmond on Landlord Terms Order; Finalizing form of Landlord Terms Order; E-filing Landlord Terms Order; e-mail from Registry regarding signed Landlord Terms Order; e-mail to Service Lists regarding signed	1.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Landlord Terms Order; e-mail from, e-mail to, L. Galessiere regarding Prince George location; e-mail from L. Galessiere regarding liquidation sale banner signs; e-mail to P. Patel, A. Sherman regarding liquidation sale banner signs; e-mail from W. Onchulenko, G. B. Taylor regarding hearing date for Gardena issues;	
June 2, 2020	DMM	Reviewing offer to purchase; reviewing critical dates lists; emails to Colliers; e-mail from Colliers; e-mail to Colliers;	0.90
June 2, 2020	GBT	E-mail correspondence; Manitoba Court of Queen's Bench telephone hearing Edmond J. decision regarding Landlord Terms Order; telephone discussions with J. Dacks, R. McFadyen, P. Patel; Edson's/Brause records search matters; landlord matters;	2.80
June 2, 2020		E-mail exchange with G.B. Taylor and R. McFadyen regarding hearing; teleconference hearing Reasons for Decision; conference call with G.B. Taylor and Jeremy Dacks regarding Reasons for Decision; e-mail exchange with R. McFadyen and G.B. Taylor regarding Reasons for Decision; e-mail exchange with R. McFadyen, G.B. Taylor and Pritesh Patel regarding e-mail from Linda Galissiere;	1.60
June 3, 2020	RAM	E-mail from, e-mail to P. Patel regarding augmentation of merchandise, sale signage; e-mail from M.C. Theriault regarding Service List; e-mail from D. Ullmann regarding [REDACTED]; e-mail from, e-mail to A. Sherman regarding [REDACTED]; e-mail from, e-	2.00

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		mail to G.B. Taylor regarding documents order, production requirements; e-mail from, e-mail to L. Galessiere regarding sale commencement date, rent payment; e-mail to, e-mail from P. Patel, A. Sherman, E. Finley regarding sale commencement date, rent payment; e-mail from, e-mail to G.B. Taylor, articling student regarding Gardena rent motion [REDACTED] [REDACTED] [REDACTED]; revising [REDACTED] [REDACTED];	
June 3, 2020	GBT	E-mail correspondence; subpoena production arrangements; sale matters; Gardena rent motion matters;	1.70
June 3, 2020		E-mail exchange with R. McFadyen regarding service list; e-mail from Mike Rosensaft regarding wording re privilege; e-mail from R. McFadyen regarding e-mail from Linda Galissiere; e-mail from Eric Finley regarding signage package; e-mail from R. McFadyen regarding e-mail to Linda Galissiere regarding signage package; e-mail exchange with G.B. Taylor and R. McFadyen regarding case conference; e-mail exchange with R. McFadyen and G.B. Taylor regarding wording re privilege; preparation of request for transcript;	1.60
June 4, 2020	RAM	E-mail from, voice mail to, telephone call from A. Sherman regarding [REDACTED] [REDACTED]; revising [REDACTED] [REDACTED]; e-mail from S. Lotta regarding removal from Service List; e-mail from G.B. Taylor, P. Patel regarding Gardena rent motion; e-mail from, e-mail to articling student, G.B. Taylor regarding [REDACTED]; e-	2.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		mail from, e-mail to M. Tweedie regarding landlord issues; e-mail from M. Rosensaft regarding document issues; e-mail from, e-mail to E. Finley regarding vehicle registration issues; e-mail from, e-mail to P. Patel regarding repudiation of leases; e-mail from, e-mail to E. Finley, P. Patel regarding repudiation of lease; preparing draft repudiation of lease letter; e-mail from J. Hall, D.Mitchell regarding Edson's Investments information;	
June 4, 2020	DMM	Emails from counsel; reviewing e-mail to client; reviewing [REDACTED]; e-mail to counsel; e-mail from Colliers; e-mail from client;	0.80
June 4, 2020	DMM	Investing funds	0.40
June 4, 2020	GBT	E-mail correspondence; review documents regarding [REDACTED] matters; telephone discussion with M. LaBossiere; prepare and circulate draft message to Nygard counsel regarding [REDACTED]; follow up regarding [REDACTED]; various matters regarding Winnipeg building sale, lease repudiation, document production;	3.20
June 4, 2020		E-mail exchange with Eric Finley regarding service list; e-mail exchange with [REDACTED]; telephone call from G.B. Taylor regarding [REDACTED]; telephone call from R. McFadyen regarding [REDACTED]; e-mail from Matt Tweedie regarding Landlord terms; e-mail from Pritesh Patel regarding Gardena Rent motion; e-mail exchange with R. McFadyen regarding service list; e-	6.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		mail from G.B. Taylor regarding draft e-mail to Wayne Onchulenko; e-mail exchange with G.B. Taylor regarding [REDACTED]; research [REDACTED]; preparation of memo to G.B. Taylor and R. McFadyen [REDACTED]; e-mail from R. McFadyen regarding landlord terms order; e-mail from Eric Finley regarding lease agreement; e-mail exchange with Drew Mitchell regarding Edson's; e-mail exchange with Drew Mitchell, Jerry Hall regarding Edson's; e-mail from Pritesh Patel regarding repudiation; e-mail from Jerry Hall regarding Edson's; e-mail from Drew Mitchell regarding Edson's; e-mail exchange with G.B. Taylor and R. McFadyen regarding searches;	
June 5, 2020	RAM	E-mail from G.B. Taylor regarding [REDACTED]; e-mail from, e-mail to G.B. Taylor, articling student regarding Gardena rent motion, potential contempt; e-mail from M. Tweedie regarding Plaza REIT locations; e-mail to P. Patel, E. Finley regarding Plaza REIT locations; e-mail from G.B. Taylor regarding document production, removal of P. Nygard materials; e-mail from E. Bisceglia regarding Vaughn distribution centre; e-mail from G. Morrison regarding landlord issues; e-mail to P. Patel, E. Finley regarding landlord issues; e-mail from, e-mail to T. Wong regarding landlord issues; e-mail from D. Mitchell, G.B. Taylor, J. Hall re: information regarding Edson's Investments; e-mail from L. Galessiere regarding Quebec locations; e-mail to P. Patel, E. Finley regarding Quebec locations;	1.40
June 5, 2020	DMM	E-mail from counsel; reviewing file	1.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding diligence searches on Edson's; e-mail exchange with counsel; e-mail to US counsel; e-mail exchange with US counsel; e-mail exchange with counsel; reviewing corporation search; e-mail from Colliers regarding reduction in purchase price; reviewing 1 Niagara offer; e-mail to client; e-mail exchange with client; e-mail from US counsel; reviewing corporate searches;	
June 5, 2020	GBT	E-mail correspondence; revise draft message to Nygard counsel regarding [REDACTED]; telephone discussion with W. Onchulenko; follow up regarding Brause/Edson's records searches; Document Order matters; personal items matters; telephone discussion with P. Patel; review email correspondences, Documents Order; prepare and circulate draft reply to W. Onchulenko documents message; finalize and circulate message to Nygard counsel regarding Falcon Lake Cottage; follow up regarding [REDACTED] finalize and circulate records search response; reply to W. Onchulenko Falcon Lake Cottage reply;	5.60
June 5, 2020		E-mail from G.B. Taylor regarding Gardena Rent motion; e-mail from Jeremy Dacks regarding call; e-mail exchange with G.B. Taylor and R. McFadyen regarding assignment of lease; e-mail exchange with [REDACTED] [REDACTED]; e-mail from Matt Tweedie regarding liquidation; e-mail from G.B. Taylor regarding e-mail to Pritesh Patel regarding document request; e-mail exchange with	5.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Catherine Howden, R. McFadyen, G.B. Taylor, Dave Rosenblat and Jeremy Dacks regarding conference call; e-mail from G.B. Taylor regarding collection of things; e-mail from G.B. Taylor regarding e-mail exchange with Wayne Onchulenko regarding personal items; e-mail from Wayne Onchulenko regarding personal items; e-mail from Eric Finley regarding personal items; e-mail exchange with Eric Finlay regarding service list; e-mail from Jerry Hall regarding Edson's e-mail from Pritesh Patel re personal items; research [REDACTED]; preparation of memo to G.B. Taylor and R. McFadyen [REDACTED];	
Total Fees			\$ 19,496.00
GST/HST on Fees			\$ 974.80
RST on Fees			\$ 1,364.72
Total Fees, Disbursements and Taxes			\$ 21,957.64

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



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general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patel, Partner

Invoice No. 612535 ending June 14, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	33,885.50
Total Disbursements	\$	24.46
Total GST/HST	\$	1,695.50
Total RST	\$	2,371.99
Total Due This Invoice	\$	37,977.45

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



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Fax (204) 934-0570
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general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 612535 ending June 14, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Long Distance	\$	0.21	*
Paid to	Legal Data Resources Corp.	\$	22.00	*
Paid to	Imaging	\$	2.25	*
Total Disbursements			\$	24.46
*GST/HST on Taxable Disbursements			\$	1.22

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 8, 2020	RAM	E-mail from, e-mail to P. Patel, A. Sherman regarding [REDACTED]; e-mail to D. Ullmann regarding [REDACTED]; e-mail from M. Rosensaft, G.B. Taylor regarding production of emails; e-mail from, e-mail to G.B. Taylor regarding Fenske deletion logs; e-mail from P. Patel, G.B. Taylor regarding document access; e-mail to Motions coordinator, Justice Edmond's assistant regarding case conference to finalize Documents	1.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		order; e-mail from P. Patel regarding Fenske deletion logs; e-mail from articling student regarding c [REDACTED]; e-mail from D. Ullmann regarding [REDACTED]; e-mail to A. Sherman regarding [REDACTED]; e-mail from A. Cornea regarding landlord issues; e-mail to E. Finley, P. Patel regarding landlord issues;	
June 8, 2020	DMM	E-mail from Colliers; reviewing offer for 1771 Inkster; conference with counsel regarding cash in accounts; reviewing security agreement;	0.80
June 8, 2020	GBT	E-mail correspondence; follow up regarding subpoena production; consider W. Onchulenko responses records searches, follow up; Documents Order matters; consider issues re production of Fenske Deletion Log; Gardena motion matters; [REDACTED]; Winnipeg building sale matters;	3.70
June 8, 2020		E-mail exchange with G.B. Taylor, R. McFadyen, Mike Rosensaft and Jerry Hall regarding NYGJ Subpoena; e-mail from R. McFadyen regarding case conference; e-mail from G.B. Taylor and R. McFadyen regarding Nygard Subpoena; e-mail from Drew Mitchell regarding Canadian General Security and Pledge; attending meeting with Drew Mitchell regarding contempt issue and security; e-mail from Pritesh Patel regarding deletion logs; e-mail exchange with G.B. Taylor and R. McFadyen regarding document disclosure; e-mail from Anka Cornea regarding landlord terms; [REDACTED]; preparation of memo to G.B. Taylor and R. McFadyen regarding contempt; e-mail	8.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		exchange with G.B. Taylor and R. McFadyen regarding memo to G.B. Taylor and R. McFadyen [REDACTED] [REDACTED];	
June 8, 2020	MDZ	Email from MPIC regarding vehicle registrations; Telephone call to R. McFadyen; Email to MPIC attaching receivership documents;	0.30
June 9, 2020	RAM	E-mail from, e-mail to P. Patel, E. Finley regarding landlord issues; e-mail from, e-mail to M. Rosensaft, J. Hall, P. Patel, G.B. Taylor regarding subpoena requirements, documents; e-mail from A. Sherman regarding [REDACTED] [REDACTED]; e-mail to D. Ullmann regarding [REDACTED] [REDACTED]; conference call with J. Dacks, D. Rosenblat, C. Howden, G.B. Taylor, articling student regarding general update; conference call with P. Patel, G.B. Taylor regarding document requests; e-mail from D. Magisano, G.B. Taylor regarding Falcon Lake cottage; e-mail from, e-mail to Motions Coordinator regarding case conference dates; e-mail from E. Finley re: insurance issues; e-mail from A. Sherman regarding potential purchase of Gardena properties; EF E. Finley re: wholesale sale of US garments; e-mail from, e-mail to G.B. Taylor, articling student regarding draft letter regarding Edson's Investments; e-mail to D. Magisano, W. Onchulenko regarding case conference regarding Documents order	3.00
June 9, 2020	DMM	E-mail from MLT regarding amendment to offer for Notre Dame; reviewing letter from MLTA; e-mail from Colliers; e-mail to client; e-mail from client; e-mail exchange with MLTA; e-mail from client; voice mail	3.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		to client; e-mail exchange with client; conference call with client; telephone call to counsel; telephone call to client; revising offer to purchase; voice mail to MLTA; e-mail from MLTA; telephone call to MLTA; e-mail to client and counsel; e-mail to MLTA; e-mail exchange with MLTA; e-mail to client; telephone call from Colliers; e-mail to counsel; reviewing offer to purchase regarding required closing documents; e-mail from counsel; reviewing diligence searches regarding directors and officers; telephone call to counsel;	
June 9, 2020	GBT	Email correspondence; review memo regarding contempt, payroll funds recovery; prepare conference call; conference call J. Dacks, D. Rosenblat, C. Howden, R. McFadyen, M. LaBossiere; Brause/Edson's document search matters; conference call P. Patel, R. McFadyen regarding document search matters; conference call P. Patel, R. McFadyen; telephone discussions with D. Mitchell regarding Notre Dame sale, and follow up regarding revised agreement form; consider D. Magisano response to Falcon Lake matters, follow up with client, Osler; follow up regarding Debtor directors; [REDACTED]; [REDACTED]; Hilco inventory sale matters; conference call M. Rosensaft, J. Hall, P. Patel, A. Sherman, M. LaBossiere re subpoena matters;	8.30
June 9, 2020		E-mail exchange with Mike Rosensaft, G.B. Taylor, R. McFadyen, Pritesh Patel regarding subpoena; preparation of memo to G.B. Taylor and R. McFadyen regarding [REDACTED]; conference call with G.B. Taylor, R. McFadyen, Jeremy Dacks, Catherine	5.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Howden, Dave Rosenblat regarding ongoing matters; e-mail exchange with G.B. Taylor and R. McFadyen regarding memo to G.B. Taylor and R. McFadyen [REDACTED]; e-mail from R. McFadyen regarding e-mail to Pritesh Patel regarding landlord terms; e-mail exchange with Eric Finley regarding landlord service list; update landlord service list; e-mail from R. McFadyen regarding e-mail from Wayne Onchulenko regarding Falcon Lake properties; telephone call from G.B. Taylor [REDACTED]; telephone call from G.B. Taylor regarding [REDACTED]; e-mail from Dom Magisano regarding Falcon Lake properties; e-mail exchange with R. McFadyen and G.B. Taylor regarding [REDACTED]; e-mail exchange with Ross McFayden and G.B. Taylor regarding sale approval; e-mail from Eric Finley regarding lease agreements; e-mail from [REDACTED]; [REDACTED]; e-mail exchange with G.B. Taylor and R. McFadyen regarding case conference; conference call with G.B. Taylor, Pritesh Patel and Mike Rosensaft regarding subpoena issues; e-mail exchange with G.B. Taylor and R. McFadyen [REDACTED]; [REDACTED]; e-mail from R. McFadyen regarding document access;	
June 10, 2020	BDT	E-mail from and to G.B. Taylor, review Pipeda, search order, courts, etc., draft response;	2.30
June 10, 2020	RAM	E-mail from G.B. Taylor, D. Tait regarding privacy issues regarding employee information; reviewing Consulting Agreement, Sale Approval	4.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Order regarding wholesale sale; e-mail exchange with Motions Coordinator regarding conference for settling Documents Order, dates for Approval and Vesting Order; e-mail to J. Dacks, D. Rosenblat, C. Howden regarding conference for settling Documents order; conference call with G.B. Taylor, E. Finley, G. Benchaya, P. Patel regarding sale of wholesale inventory, other sales, lease issues; e-mail from G. Benchaya regarding Dillard's counsel; e-mail to articling student regarding Service List; e-mail to J. Dacks, D. Rosenblat, C. Howden regarding cases conference regarding Documents Order; e-mail from, e-mail to G.B. Taylor, articling student regarding draft letter [REDACTED] [REDACTED] [REDACTED] Documents Order; e-mail from M. Rosensaft, G.B. Taylor regarding production of documents regarding Grand Jury subpoena; conference call with G.B. Taylor, D. Mitchell regarding offers for Notre Dame property; conference call with G.B. Taylor, D. Mitchell, P. Patel, T. Derrett regarding Notre Dame property; e-mail from G.B. Taylor regarding Gardena access; voice mail from G.B. Taylor regarding production of documents; letter to Motions Coordinator regarding case conference; E-filing letter to Motions Coordinator; e-mail from T. Derrett regarding offer on Notre Dame property; conference call with P. Patel, G.B. Taylor, M. Rosensaft regarding production of documents; conference call with P. Patel, G.B. Taylor regarding disclosure of documents regarding non-debtors; e-mail from D. Ullman [REDACTED]	



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		██████████; e-mail to A. Sherman regarding ██████████	
June 10, 2020	DMM	E-mail from Colliers; telephone call to Colliers; reviewing offer for Notre Dame property; e-mail exchange with counsel; conference call with counsel; conference call with client and counsel; e-mail from Colliers;	1.50
June 10, 2020	GBT	E-mail correspondence; privacy matters regarding production of employee list; consider issues re ██████████; conference call P. Patel, G. Benchaya, E. Finley, R. McFadyen; Notre Dame offer matters; brief review of ██████████; telephone conference with D. Mitchell, R. McFadyen; prepare and circulate draft response to M. Rosensaft regarding document production; conference call P. Patel, T. Derrett, R. McFadyen, D. Mitchell; Documents Order case conference preparation; telephone discussion with R. McFadyen regarding document production; conference call P. Patel, M. Rosensaft, R. McFadyen regarding email production; conference call P. Patel, R. McFadyen regarding Edson's/Brause electronic records searches; prepare and circulate draft message regarding electronic searches; finalize and send to W. Onchulenko reply regarding electronic searches;	6.30
June 10, 2020		E-mail exchange with R. McFadyen regarding service list; e-mail from R. McFadyen regarding e-mail to Jeremy Dacks, Dave Rosenblat and Catherine Howden regarding case conference; e-mail exchange with G.B. Taylor regarding letter to Edson's; reviewing letter ██████████ ██████████; e-mail exchange with G.B. Taylor	3.80

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>regarding [REDACTED]; e-mail from Cheryl Laniuk regarding case conference; e-mail exchange with G.B. Taylor and R. McFadyen regarding statement of position; e-mail from Pritesh Patel regarding subpoena; e-mail from G.B. Taylor regarding e-mail to Wayne Onchulenko; e-mail from R. McFadyen regarding e-mail to Dom Magisano and Wayne Onchulenko; e-mail from G.B. Taylor regarding e-mail to Dom Magisano and Wayne Onchulenko regarding production; e-mail from G.B. Taylor regarding proposed response; e-mail from G.B. Taylor [REDACTED]; e-mail exchange with G.B. Taylor, R. McFadyen and Pritesh Patel regarding document disclosure; e-mail from G.B. Taylor regarding e-mail to Wayne Onchulenko regarding records search request;</p>	
June 11, 2020	RAM	<p>E-mail from M. Rosensaft, G.B. Taylor regarding production under Grand Jury subpoena; e-mail from G.B. Taylor regarding c [REDACTED]; e-mail from G.B. Taylor regarding privacy issues; e-mail from G.B. Taylor, P. Patel, A. Sherman regarding response of A. Rubinfeld regarding Gardena properties; e-mail from, e-mail to A. Sherman regarding [REDACTED]; voice mail from, e-mail from, telephone call to J. Burstein regarding landlord issue; e-mail from, e-mail to E. Finley regarding landlord issues; e-mail from G.B. Taylor, P. Patel regarding P. Nygard personal items; e-mail from G.B. Taylor regarding representation of Edson's Investments; e-mail from, e-mail to T. Wong regarding landlord issues; e-mail from M. Zacharias regarding</p>	1.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		vehicle registration information; e-mail from A. Sherman [REDACTED]; e-mail to D. Ullmann regarding [REDACTED];	
June 11, 2020	DMM	E-mail exchange with client; e-mail exchange with MLTA; reviewing 1771 offer; e-mail to Colliers; e-mail exchange with MLTA; e-mail to client; e-mail from client; e-mail from MLTA;	1.20
June 11, 2020	GBT	E-mail correspondence; privacy matters; A. Rubinfeld message; Edson's utility expense claim; subpoena production matters; building sale matters; follow up regarding [REDACTED]; consider case conference statement of issues regarding Documents Order; [REDACTED]; recovery of P. Nygard personal items; various matters;	3.60
June 11, 2020		E-mail from G.B. Taylor regarding e-mail from Doug Tait regarding privacy considerations; e-mail exchange with G.B. Taylor and R. McFadyen regarding [REDACTED]; attending meeting with R. McFadyen regarding [REDACTED]; e-mail from G.B. Taylor regarding e-mail to Adam Sherman; e-mail from G.B. Taylor regarding e-mail to Dom Magisano and Wayne Onchulenko regarding e-mail from Abe Rubinfeld; e-mail from G.B. Taylor regarding e-mail exchange with Wayne Onchulenko regarding Peter's Personal Items; e-mail exchange with Jerry Hall, Mike Rosensaft, Pitesh Patel, G.B. Taylor and R. McFadyen regarding conference call;	3.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 12, 2020	RAM	Conference with G.B. Taylor regarding summary of position on Documents Order; e-mail from E. Finley regarding vehicle registration information; e-mail from articling student regarding Receiver's position on Documents Order; reviewing and revising statement of position on Documents Order; e-mail from W. Onchulenko, D. Magisano regarding form of Documents Order; e-mail to, e-mail from G.B. Taylor regarding draft statement of position of Receiver regarding Documents Order; e-mail from, e-mail to J. Dacks regarding form of Documents Order statement of position on Documents Order; e-mail from P. Patel, G.B. Taylor regarding production of emails; e-mail to, e-mail from P. Patel, G.B. Taylor regarding statement of position on Documents Order;	4.90
June 12, 2020	DMM	E-mail from Colliers; reviewing Inkster offer;	0.50
June 12, 2020	GBT	E-mail correspondence; Gardena motion matters; telephone discussion with R. McFadyen regarding Documents Order case conference, statement; consider issues regarding documents order, review draft Statement; New York office access matters; Winnipeg building sale; Gardena access request matters; Brause/Edson's search matters; Dillard's settlement matters;	3.70
June 12, 2020		Preparation of Statement of Receiver's position; reviewing Statement of Debtor's position; e-mail from Brittni Van Dasselaar regarding Statement of position; e-mail from Jeremy Dacks regarding position; e-mail from R.	1.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		McFadyen and G.B. Taylor regarding Statement of position; reviewing Receiver's position;	
June 13, 2020	GBT	E-mail correspondence; review and revise draft Statement of Position; follow up regarding request for Gardena access; follow up regarding Edson's/Brause electronic search, invoice; further revisions to Statement of Position and circulate; finalize and circulate responses re documents invoices, Gardena access ;	5.00
June 14, 2020	RAM	E-mail from C. Howden, D. Rosenblat, J. Dacks, G.B. Taylor regarding statement of position re: Documents Order; revising and finalize statement of positon regarding Documents Order; E-filing and serving Documents Order;	0.70
June 14, 2020	GBT	E-mail correspondence; prepare case conference; follow up regarding Gardena access; telephone discussion with R. McFadyen; consider "Reasons for Judgment" regarding May 14 case conference;	2.30
Total Fees			\$ 33,885.50
GST/HST on Fees			\$ 1,694.28
RST on Fees			\$ 2,371.99
Total Fees, Disbursements and Taxes			\$ 37,977.45

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
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242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patel, Partner

Invoice No. 612534 ending June 21, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	49,929.50
Total Disbursements	\$	53.07
Total GST/HST	\$	2,496.63
Total RST	\$	3,495.07
 Total Due This Invoice	 \$	 55,974.27

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



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242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

June 24, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patel, Partner

Invoice No. 612534 ending June 14, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Miscellaneous (Non-Taxable) PAYEE: TD Canada Trust (Debit Memo); REQUEST#: 301696; DATE: 6/19/2020. - Wire Fee from Jun 18/20	\$	50.00	
Paid to	Long Distance	\$	1.07	*
Paid to	Imaging	\$	2.00	*
Total Disbursements		\$	53.07	
*GST/HST on Taxable Disbursements		\$	0.15	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 15, 2020	SVD	E-mail from Drew regarding IP issues in documents;	0.10
June 15, 2020	RAM	E-mail from D. Magisano regarding transcript from case conference; e-mail from, e-mail to, telephone call from articling student, G.B. Taylor regarding transcript regarding Documents Order; e-mail from G.B. Taylor regarding Gardena access,	2.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		documents issues; conference call with G.B. Taylor, J. Dacks, D. Rosenblat, C. Howden regarding Documents Order; attending at case conference regarding finalizing Documents Order, Gardena rent / access issues; e-mail from M. Rosenshaft, P. Patel regarding document production; [REDACTED]; e-mail from G.B. Taylor, J. Dacks, C. Howden regarding revised Documents Order; revising draft form fo Documents Order; e-mail from P. Patel, G.B. Taylor regarding P. Nygard personal items; e-mail to D. Magisano, W. Onchulenko regarding form of Documents Order;	
June 15, 2020	DMM	E-mail from Colliers; e-mail from client; e-mail exchange with client; e-mail to Ontario agent; reviewing Niagara offer; e-mail exchange with client and counsel; reviewing funds held in trust; e-mail from Ontario Agent; Emails from counsel regarding hearing date; e-mail from Ontario counsel; e-mail exchange with counsel; e-mail to counsel; e-mail exchange with counsel; reviewing IP Sale Documents;	2.60
June 15, 2020	GBT	E-mail correspondence; prepare case conference regarding Gardena motion, Documents Order; conference call J. Dacks, D. Rosenblat, C. Howden, R. McFadyen; case conference Justice Edmond, J. Dacks, C. Howden, W. Onchulenko, D. Magisano, R. McFadyen regarding Documents Order, Gardena motion, sale approval motion; follow up with clients; follow up regarding Non-Disclosure Agreement; revise and circulate draft Documents Order; follow up regarding IP matters; consider further revisions to revised Documents Order;	7.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		telephone discussion with R. McFadyen; follow up regarding access to remove personal items, Edson's/Brause documents searches; telephone discussion with P. Patel;	
June 15, 2020	KBB	Preparing NDA	2.00
June 16, 2020	SVD	Finalizing IP issues on documents and e-mail to G.B. Taylor and D. Mitchell attaching comments on domain name assignment and trademark assignment; e-mails from and e-mails to D. Mitchell regarding documents;	2.20
June 16, 2020	RAM	E-mail from, e-mail to D. Howden, J. Dacks regarding Documents and Electronic Files Access Order; e-mail from M. Rosensaft regarding documents produced regarding Grand Jury subpoena; e-mail from E. Finley, G.B. Taylor, D. Mitchell regarding sale of Gardena inventory; e-mail from G.B. Taylor regarding Edson's representation; e-mail from G.B. Taylor, P. Patel regarding Gardena document, premises access; e-mail from A. Rubinfeld regarding Gardena documents; e-mail from G.B. Taylor regarding P. Nygard personal items;	0.80
June 16, 2020	DMM	E-mail exchange with counsel; preparing non-disclosure agreement; reviewing consulting agreement; e-mail exchange with counsel; reviewing purchaser order; reviewing sale guidelines; e-mail exchange with counsel; conference call with counsel; revising purchase order; e-mail to US counsel and client;	4.90
June 16, 2020	GBT	E-mail correspondence; review email correspondence, prepare and circulate draft response/update to W. Onchulenko regarding Brause/Edson's	5.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		document requests; finalize and send response/update to W. Onchulenko; follow up regarding requests to remove P. Nygard personal items; follow up regarding W. Onchulenko Gardena matters; review revised draft [REDACTED]; review revised draft Domain Name, Trade Mark assignments; telephone discussion with D. Mitchell; follow up regarding access for claimed personal items; Rubinfeld messages;	
June 17, 2020	SVD	Finalizing tech pack assignment and e-mail to Drew and Bruce regarding same; finalizing comments on asset purchase agreement and e-mail to Drew and Bruce regarding same on IP issues;	2.00
June 17, 2020	RAM	E-mail from, e-mail to D. Ullmann [REDACTED]; e-mail to P. Patel, G.B. Taylor regarding [REDACTED]; e-mail from G.B. Taylor, P. Patel regarding sale of Gardena inventory; e-mail from A. Rubinfeld, G.B. Taylor regarding Gardena access, document access; e-mail from E. Finley, G.B. Taylor regarding updated invoice summary; e-mail e-mail to D. Mitchell regarding Sale Approval Order date; conference call with G.B. Taylor regarding Documents Order, approval and vesting order for Notre Dame, Gardena lease issues; e-mail to M. Zacharias regarding missing vehicle inquiries, actions; e-mail from D. Magisano regarding Documents Order; reviewing and considering proposed changes to Documents Order; drafting e-mail to D. Magisano regarding finalizing Documents Order; preparing draft outlines of Notice of Motion for approval and vesting order; preparing	3.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		draft approval and vesting order; e-mail to D., Mitchell regarding sale agreement for Notre Dame property;	
June 17, 2020	DMM	E-mails from client; e-mails from counsel; telephone call to counsel; e-mail exchange with counsel regarding IP documents; e-mail exchange with MLTA regarding hearing date for sale; reviewing sale order; reviewing consulting agreement; revising [REDACTED]; e-mail exchange with counsel; reviewing comments on Purchase Order; revising Purchase Order; reviewing IP documents; e-mail exchange with counsel;	3.40
June 17, 2020	GBT	E-mail correspondence; review Sale Approval Order, Consulting Agreement, follow up regarding [REDACTED]; consider D. Magisano proposed Documents Order amendments; voice messages to R. McFadyen, D. Mitchell; follow up regarding requests to remove P Nygard property; Notre Dame building sale approval matters; telephone discussion with D. Mitchell; follow up regarding Rubinfeld messages, telephone discussion with J. Hall; follow up regarding Gardena access; review revised draft [REDACTED]; telephone conference with R. McFadyen, M. LaBossiere; further revisions to [REDACTED]; follow up regarding [REDACTED]; provide comment regarding status letter; consider R. McFadyen response regarding form of Documents Order; receive and follow up various messages from W. Onchulenko regarding Gardena matters; follow up regarding Notre Dame Sale Approval Order;	6.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 17, 2020	MML	E-mail from G.B. Taylor regarding [REDACTED]; e-mail from Dom Magisano regarding document order; e-mail from G.B. Taylor regarding personal items; e-mail from Eric Finley regarding invoices; e-mail from Abe Rubinfeld regarding property and document access; e-mail from G.B. Taylor regarding e-mail to Richter regarding e-mail from Abe Rubinfeld; e-mail from Drew Mitchell regarding sale approval order; e-mail from R. McFadyen regarding sale approval order; e-mail from Drew Mitchell regarding sale order; reviewing Sale Order; e-mail exchange with G.B. Taylor and R. McFadyen regarding call; e-mail from G.B. Taylor regarding Gardena; e-mail from G.B. Taylor regarding LOI; e-mail from G.B. Taylor regarding e-mail to Wayne Onchulenko; e-mail from G.B. Taylor regarding purchase order; e-mail from R. McFadyen regarding vehicle issue; conference call with G.B. Taylor and R. McFadyen; e-mail exchange with Mike Zacharias, G.B. Taylor and R. McFadyen regarding vehicle issue;	1.10
June 18, 2020	SVD	E-mail from Drew regarding domain name assignment;	0.10
June 18, 2020	RAM	E-mail from G.B. Taylor regarding draft e-mail to D. Magisano regarding Documents Order; e-mail from, e-mail to M. Zacharias , G.B. Taylor, E. Finley regarding vehicles; revising draft letter regarding return of vehicles; preparing Notice of Motion for for approval and vesting Order regarding Notre Dame property; preparing draft Approval and Vesting Order Notre Dame property; e-mail from G.B. Taylor regarding documents	4.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		and Gardena access; revising draft form of Documents Order, draft email to D. Magisano; e-mail to J. Dacks, C. Howden, D. Rosenblat regarding draft form of Documents Order, draft email to D. Magisano; e-mail from M. Rosensaft, P. Patel regarding document production; e-mail from, e-mail from D. Mitchell, G.B. Taylor, articling student, P. Patel, A. Sherman, E. Finley regarding draft approval and vesting materials; e-mail from, e-mail to D. Rosenblat, J. Dacks, C. Howden regarding draft approval and vesting materials; e-mail from G.B. Taylor regarding [REDACTED]; e-mail from, e-mail to D. Rosenblat, J. Dacks, C. Howden regarding Notre Dame purchase agreement;	
June 18, 2020	DMM	E-mail exchange with counsel; reviewing offer to purchase; e-mail exchange with counsel; reviewing titles; reviewing sale order; reviewing consulting agreement; revising IP documents; conference call with counsel; e-mail to counsel; e-mail from counsel; reviewing F [REDACTED]; e-mail exchange with Oslers; e-mail exchange with counsel; revising IP documents; e-mail exchange with counsel regarding approval order; reviewing approval order and related documents; e-mail to counsel;	4.90
June 18, 2020	GBT	E-mail correspondence; follow up regarding further responses to W. Onchulenko regarding documents, Gardena access; consider revisions to form of Documents Order, and follow up; Notre Dame Sale Approval motion matters; consider issues regarding [REDACTED] IP sale documents; telephone discussion with	6.30

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		D. Mitchell; further matters regarding Documents Order, Gardena access; [REDACTED]; review and comment on revised draft Domain Names Assignment; review and circulate comments on draft Notre Dame Sale Approval notice of motion, order; revise and circulate draft Payroll Funds letter;	
June 19, 2020	SVD	Reviewing changes to domain name assignment and e-mail to D. Mitchell and G.B. Taylor regarding same;	0.30
June 19, 2020	RAM	E-mail to A. Sherman, P. Patel regarding [REDACTED]; e-mail from, voice mail to D. Rosenblat regarding filing of Notice of Motion for for approval and vesting order; finalizing Notice of Motion for approval and vesting order for Notre Dame property; e-mail from, e-mail to, telephone call to D. Mitchell regarding approval from Land Titles regarding form of Order; e-mail from R. Davidson regarding form of vesting order; e-mail from E. Finley regarding demand letters regarding vehicles; E-filing Notice of Motion for approval and vesting order; preparing draft outline for Brief regarding approval and vesting order; e-mail to Main Service List regarding Notice of Motion for approval and vesting order; preparing draft Affidavit of Service; reviewing and considering time summary information; e-mail from A. Sherman regarding draft Third Report; e-mail from G.B. Taylor regarding Dillard's settlement; e-mail from G.B. Taylor, P. Patel regarding Gardena access, Non-Debtor documents;	1.90
June 19, 2020	DMM	E-mail exchange with counsel; reviewing vesting order and LTO	5.50



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		requirements; conference call with counsel; e-mail exchange with client; e-mail to LTO regarding vesting order; e-mail from Oslers; reviewing changes to Purchase Order; voice mail to Osler; voice mail from Osler; telephone call to Osler; e-mail exchange with client; telephone call to client; telephone call to counsel; revising Purchase Order; e-mail to client; e-mail to Osler; revising Asset Purchase Agreement;	
June 19, 2020	GBT	E-mail correspondence; Brause/Edson's document search matters; NY premises matters; Gardena motion matters; [REDACTED] telephone discussions with D. Mitchell; telephone discussion with R. McFadyen, Notre Dame Approval motion order matters; telephone discussion with G. Benchaya regarding Dillard's arrangements, consider issues re release, court approval and follow up; consider issues regarding IP sale documents;	4.80
June 20, 2020	SVD	E-mails from Drew and Bruce regarding changes to IP agreements; reviewing changes to APA and e-mail to Drew regarding same;	0.30
June 20, 2020	RAM	E-mail from, e-mail to G.B. Taylor, D. Mitchell, M. LaBossiere regarding draft Third Report; reviewing and revising draft Third Report; e-mail from M. LaBossiere regarding seizure of property; e-mail from D. Mitchell, G.B. Taylor regarding agreement for sale of IP; e-mail from D. Mitchell, G.B. Taylor regarding draft Non-Disclosure Agreement; reviewing and revising draft Non-Disclosure Agreement;	1.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 20, 2020	DMM	E-mail from Counsel regarding Dillard's; e-mail exchange with counsel; reviewing receiver's report; e-mail to counsel; e-mails from counsel; e-mails to counsel; revising IP documents; e-mail to client; e-mail to Osler; e-mails from client; reviewing revised receiver's report;	1.80
June 20, 2020	GBT	E-mail correspondence; review and circulate comments on draft Third Report; prepare and circulate draft email message updating Edson's/Brause searches; review IP assignment markup; review and revise draft NDA, and circulate for further revision;	6.30
June 21, 2020	RAM	E-mail from D. Rosenblat, D. Mitchell regarding IP, inventory sales; e-mail from D. Rosenblat, G.B. Taylor, M. La Bossiere regarding draft Third Report; revising draft Third Report; e-mail to, e-mail from P. Patel, A. Sherman, E. Finley, G.B. Taylor, M. La Bossiere regarding draft Third Report; revising and updating time summaries for report; e-mail from D. Mitchell regarding draft Non-Disclosure Agreement;	1.70
June 21, 2020	DMM	E-mail exchange with counsel; e-mails from counsel; e-mail exchange with client; revising non-disclosure agreement; conference call with counsel; revising auction documents; e-mail exchange with client;	3.40
June 21, 2020	GBT	E-mail correspondence; follow up regarding appraisals, Third Report matters; Edson's/Brause document search matters; consider issues regarding Notre Dame approval motion; various telephone discussions	2.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		with D. Mitchell; NDA and Bid Form matters;	
June 21, 2020	KBB	Revising assignment documents	1.30
Total Fees			\$ 49,929.50
GST/HST on Fees			\$ 2,496.48
RST on Fees			\$ 3,495.07
Total Fees, Disbursements and Taxes			\$ 55,974.27

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



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Winnipeg MB R3C 0V1
Canada
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www.tdslaw.com
general email: info@tdslaw.com

July 2, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 613560

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	62,754.00
Total Disbursements	\$	429.20
Total GST/HST	\$	3,146.15
Total RST	\$	4,392.78
 Total Due This Invoice	 \$	 70,722.13

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

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**THOMPSON
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Canada
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Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 2, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 613560

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Miscellaneous (Non-Taxable) PAYEE: Zacharias, Michael D.; REQUEST#: 301830; DATE: 6/23/2020. - Reimbursement for MPI Search	\$	160.00	
Paid to	Court Fees PAYEE: McFadyen, Ross A.; REQUEST#: 301866; DATE: 6/24/2020. - Reimbursement for Court Filing	\$	100.00	
Paid to	Indirect Provincial Sales Tax	\$	0.14	
Paid to	Long Distance	\$	3.42	*
Paid to	Minute Books, Stationery	\$	2.00	*
Paid to	Personal Property Searches	\$	10.00	*
Paid to	Imaging	\$	143.00	*
Paid to	Postage	\$	10.64	*
Total Disbursements			\$	429.20
*GST/HST on Taxable Disbursements			\$	8.45

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 22, 2020	SVD	E-mail from Kevin with updated IP documents with changes;	0.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 22, 2020	RAM	E-mail from A. Rubinfeld, G.B. Taylor regarding document access; e-mail from M. LaBossiere, G.B. Taylor regarding [REDACTED]; e-mail to, e-mail from D. Magisano, W. Onchulenko regarding form of Documents Order; preparing Motion Brief regarding sale approval; e-mail from, e-mail to P. Patel, A. Sherman, E. Finley, D. Rosenblat, G.B. Taylor regarding finalizing Third Report; e-mail from, telephone call to A. Sherman regarding finalizing Third Report; e-mail from G.B. Taylor, Drew Mitchell, G. Benchaya regarding update regarding Dillard's settlement; E-filing form of Documents and Electronic Files Access Order; Finalizing and e-filing Third Report, Confidential Appendices; e-mail from G.B. Taylor, D. Mitchell regarding draft Non-Disclosure Agreement; e-mail to Service List regarding Third Report; e-mail from W. Haight regarding Nygard International litigation, position of CBC; reviewing and update Affidavit of Service; conference with M. Zacharias regarding missing vehicle letters; e-mail from, e-mail to G.B. Taylor, M. LaBossiere regarding Brause / Edson's documents; e-mail from D. Rosenblat regarding payroll funds; e-mail from A. Rubinfeld, G.B. Taylor regarding Notre Dame offer;	4.20
June 22, 2020	DMM	E-mails from counsel; e-mails to counsel; revising Dillard's agreement; e-mail exchange with counsel; revising IP assignment documents;	3.50
June 22, 2020	GBT	E-mail correspondence; Brause/Edson's document search matters; Notre Dame Approval motion	6.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>matters; review draft Dillard's settlement agreement and follow up; Documents Order matters; revise and circulate draft NDA; telephone discussion with M. LaBossiere regarding Gardena documents; circulate draft NDA; prepare draft response to A. Rubinfeld message, follow up with M. Rosensaft regarding Gardena "Warehouse-stored Documents"; revise amended draft Dillard's Settlement Agreement and circulate; telephone discussion with R. McFadyen; further follow up regarding P. Nygard personal items claims, NDA; consider A. Rubinfeld email regarding sale of Notre Dame property, review email correspondence and follow up with client, Osler;</p>	
June 22, 2020	MML	<p>EEW [REDACTED] [REDACTED] EF GBT re Gardena Report; EF RAM re Third Report; EF Dom Magisano re document order; EF GBT re Dillard's; EF Gilles Benchaya re Dillard's; EF GBT re Dillard's; EF Dom Magisano re document order; EF Adam Sherman re third report; EF RAM re Third Report; EF GBt re NDA; EF GBT re document order; EEW GBT and RAM re document review; TT GBT re document review; EF DMM re NDA; EF Eric Finley re Third Report and Appendix; EF RAM re records review; EF GBT re Gardena documents; RV third report; EF Eric Finley re confidential appendix; EF DMM re Dillard's; [REDACTED]; EF GBT re ET Mike Rosensaft; EF Abe Rubinfeld re 1340 Notre Dame; EEW GBT and RAM re EF Abe Rubinfeld.</p>	4.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 23, 2020	SVD	Reviewing trademark assignment and e-mail to group regarding changes to same; reviewing changes to tech pack assignment and e-mail to group regarding same; e-mail from Kevin with updated drafts;	0.50
June 23, 2020	RAM	Preparing Motion Brief regarding sale approval; e-mail from G.B. Taylor, G. Benchaya regarding Dillard's settlement, sale of inventory; e-mail from M. Zacharias regarding missing vehicles; e-mail to E. Finley regarding response from D. Paton regarding missing vehicle; conference with M. LaBossiere, summer student regarding review of Brause / Edson's documents; e-mail from D. Mitchell regarding Non-Disclosure Agreement; e-mail to G.B. Taylor, M. LaBossiere regarding Motion Brief for sale approval; e-mail from, e-mail to G.B. Taylor regarding draft response to A. Rubinfeld; Finalizing and e-filing motion brief regarding sale approval; e-mail to Service List regarding Motion brief; finalizing Affidavit of Service, and e-filing Affidavit of Service; conference call with G. Benchaya, Dillard's representatives regarding Dillard's settlement; e-mail to, e-mail from, telephone call from Motions Coordinator regarding filing of documents, further hearing date; e-mail from G.B. Taylor regarding repayment of payroll funds; e-mail from G.B. Taylor, J. Dacks regarding response to A. Rubinfeld email regarding Notre Dame properties; e-mail from, e-mail to, e-mail from W. Onchulenko regarding Notre Dame property, P. Nygard personal property; e-mail from A. Rubinfeld regarding comments on Motion Brief; reviewing	5.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		and considering agreement regarding settlement, sale of inventory to Dillard's; preparing draft Notice of Motion for approval of Dillard's settlement/ transaction; e-mail from M. LaBossiere [REDACTED];	
June 23, 2020	DMM	E-mail exchange with counsel; e-mails from counsel; e-mails from client; revising settlement agreement; e-mail to counsel; revising NDA; e-mail to counsel; reviewing change to IP documentation; e-mails from counsel; telephone call to counsel; revising settlement agreement; telephone call to counsel; e-mail [REDACTED];	3.30
June 23, 2020	GBT	E-mail correspondence; follow up regarding Dillard's settlement agreement; prepare and circulate draft response regarding Rubinfeld message, Notre Dame property; telephone discussion with G. Benchaya, Dillard's settlement matters; telephone discussion with R. McFadyen regarding Motion Brief; telephone conference D. Worley, J. Reynaud, G. Benchaya, R. McFadyen; telephone discussion with G. Benchaya; telephone discussion with D. Mitchell; Notre Dame Sale Approval motion matters; draft and circulate response re removal of personal items; telephone discussion with P. Patel; finalize and send message regarding Notre Dame property; Brause/ Edson's physical documents search matters, telephone discussion with M. LaBossiere; telephone discussion with D. Mitchell regarding Dillard's agreement revisions; telephone discussion with E. Finley; finalize and send message	6.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding personal assets; telephone discussion with P. Patel; follow up with WO counsel regarding Dillard's; prepare motion;	
June 23, 2020	KBB	Revising assignment documents	0.50
June 23, 2020	MDZ	E-mail exchange with client re demand for return of vehicles; E-mail to client re MPIC registration verifications;	0.40
June 23, 2020	MML	E-mail exchange with Ross McFadyen regarding document review; Attending meeting with Ross McFadyen and LDG regarding document review; Document Review; Preparing Document Review Summary; E-mail exchange with Bruce Taylor and Ross McFadyen re document Review; Telephone call to Bruce Taylor re document review; Preparing spreadsheet re document review; Preparing brief re Gardena Motion; E-mail from Bruce Taylor re E-mail to Gilles Benchaya re settlement and release; E-mail from Mike Rosensaft re records; E-mail from Mike Zacharias re vehicles; E-mail from Connie Haw re Reviewing letter from Mr. Paton re vehicles; E-mail from Pritesh Patel re Nygard; E-mail from Ross McFadyen re Dillards' E-mail from Drew Mitchell re Dillard's; EF Drew Mitchell re NDA; Reviewing NDA; E-mail from Bruce Taylor re Motion brief; E-mail from Bruce Taylor re payroll funds; E-mail from Bruce Taylor re Dillard's; E-mail exchange with Bruce Taylor [REDACTED]; E-mail from Bruce Taylor re E-mail to Wayne Onchulenko re 1340 Notre Dame; E-mail from Bruce Taylor re e-mail exchange with Dom Magisano and Wayne Onchulenko re	6.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Peter Nygard; E-mail exchange with Bruce Thompson, R. McFadyen, Eric Finley, Pritesh Patel re Berlin Wall Invoice; E-mail exchange with Drew Mitchell, Ross McFadyen and Bruce Taylor re Dillard's.	
June 24, 2020	SVD	Reviewing changes to IP documents and e-mail to group regarding same;	0.40
June 24, 2020	RAM	Preparing draft Notice of Motion for approval of Dillard's settlement/ transaction; e-mail from, e-mail to G.B. Taylor, M. LaBossiere regarding response to P. Nygard, respondents regarding Notre Dame Property; telephone call from Motions Coordinator regarding e-filing of documents; e-mail from, e-mail to G.B. Taylor regarding preparing for Notre Dame Sale Approval motion; revise and E-file Third Report, Confidential Appendices; e-mail from J. Reynaud, P. Patel, G. Benchaya G.B. Taylor, D. Mitchell regarding Dillard's settlement / transaction; e-mail from, e-mail to J. Dacks, C. Howden regarding motion for sale approval; e-mail from W. Onchulenko regarding opposition to sale approval motion; conference call with P. Patel, E. Finley, A. Sherman, G.B. Taylor, M. LaBossiere regarding Gardena rent motion, Dillard's update; conference call with M. Rosensaft, G.B. Taylor, P. Patel regarding document retention; preparing for Notre Dame Sale Approval motion; e-mail to G.B. Taylor, M. LaBossiere regarding Dillard's settlement approval motion materials; e-mail from M. LaBossiere regarding Gardena lease documents; e-mail from W. Onchulenko regarding Affidavit of G. Fenske, Motion Brief	5.50

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		of Respondents; reviewing and considering Affidavit of G. Fenske, Motion Brief of Respondents; e-mail exchange with P. Patel, G.B. Taylor, M. LaBossiere regarding Affidavit of G. Fenske; e-mail from J. Dacks, C. Howden regarding Affidavit of G. Fenske;	
June 24, 2020	DMM	E-mail exchange with counsel; conference call with counsel; e-mail exchange [REDACTED]; e-mails from and e-mails to client; preparing for conference call with client; conference call with client and counsel; revising settlement agreement; e-mail from Colliers; revising settlement agreement; reviewing Toronto property offer; reviewing requested amendment to Toronto offer; telephone call to client; e-mail from Dillard's; e-mail to counsel; e-mail from client; e-mail from counsel; telephone call to client; telephone call from Osler; revising settlement agreement; e-mail to client; e-mail exchange with counsel; revising settlement agreement; e-mail from Dillard's; e-mail to Osler; e-mail to client; e-mail to Dillard's; telephone call from client; reviewing escrow provisions; e-mail exchange with Osler; conference call with Osler; telephone call to counsel; telephone call to client; e-mail to Dillard's; voice mail [REDACTED] man; e-mail exchange with client; e-mail to client; revising settlement agreement; e-mail exchange [REDACTED]; e-mail exchange with client; e-mail to Osler;	6.20
June 24, 2020	GBT	E-mail correspondence; consider issues regarding Supplemental Third Report; Notre Dame Sale Approval	7.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>motion matters; Dillard's settlement matters, revisions to agreement, follow up regarding inventory, [REDACTED]; various telephone discussions with D. Mitchell regarding Dillard's agreement; letter from W. Onchulenko and follow up; conference call P. Patel, A. Sherman, E. Finley, R. McFadyen, D. Mitchell, M. LaBossiere; conference call P. Patel, E. Finley, M. Rosensaft, J. Hall, R. McFadyen, M. LaBossiere; telephone discussion with J. Dacks; further Dillard's agreement revisions; review Notice of Motion, draft Order, Receiver's Third Report, other materials to prepare Notre Dame Approval hearing argument;</p>	
June 24, 2020	MML	<p>Conference call with P. Patel, eric Finley, Adam Sherman, Drew Mitchell, Bruce Taylor and Ross McFadyen regarding motion and report; e-mail from Bruce Taylor regarding motion; e-mail from Pritesh Patel regarding Gardena Motion; e-mail from Ross McFadyen regarding brief; e-mail from Drew Mitchell regarding settlement and release; e-mail from J. Dacks regarding 1340 Notre Dame; attending meeting with LDG regarding document review; preparing spreadsheet regarding document review; e-mail from Bruce Taylor re e-mail to Wayne Onchulenko; reviewing materials regarding leases; preparing leases chart; preparing brief regarding Gardena Motion; e-mail from J. Dacks regarding 1340 Notre Dame; e-mail from E. Finley regarding leases; e-mail from Bruce Thompson regarding Dillard's settlement; E-mail from Drew Mitchell regarding Dillard's</p>	5.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Settlement; E-mail from Gilles Benchaya re Dillard's settlement; E-mail from Drew Mitchell re Dillard's; E-mail from Drew Mitchell re wire information; E-mail from Pritesh Patel re wire information; E-mail exchange with Bruce Taylor regarding Gardena motion; E-mail exchange with Bruce Taylor regarding leases and landlord waivers; E-mail from Ross McFadyen re affidavit of Greg Fenske and Motion Brief; E-mail exchange with R. McFadyen, Bruce Taylor, Catherine Howden and Jeremy Dacks regarding materials;	
June 25, 2020	RAM	E-mail from, conference call with G.B. Taylor regarding Notre Dame, Gardena motions; e-mail from D. Mitchell, P. Patel regarding Dillard's settlement; e-mail from, e-mail to D. Rosenblat regarding Dillard's settlement; attending at teleconference hearing of Notre Dame approval and vesting motion; finalizing Notre Dame approval and vesting motion; e-mail from E. Finley [REDACTED]; e-mail from, e-mail from Lenders, Richter, Stikeman regarding draft Notice of Motion for approval of Dillard's Settlement; conference call with G.B. Taylor, M. LaBossiere regarding tenancy issues, Dillard's settlement motion; revising draft materials regarding Dillard's settlement approval; e-mail from E. Finley, G.B. Taylor regarding Gardena access; e-mail from, e-mail to Justice Edmond regarding further filings, hearing dates; e-mail from Motions Coordinator regarding Documents order; e-mail to G.B. Taylor, M. LaBossiere, Richter, Katten regarding Documents order; e-mail to D.	5.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Magisano, W. Onchulenko regarding Documents order; e-mail from M. LaBossiere regarding Brause / Edson's document review; e-mail from W. Onchulenko regarding Affidavit of P. Nygard; reviewing and considering Affidavit of P. Nygard; voice mail to G. Benchaya regarding update; preparing draft outline of Brief regarding Dillard's settlement approval;	
June 25, 2020	DMM	E-mail exchange with Stikeman; e-mail to client; e-mail to counsel; revising settlement agreement; e-mail to client; e-mail to Stikeman; e-mails to Oslers; e-mail from counsel; e-mail from client; conference call with client; reviewing [REDACTED]; e-mail to counsel; e-mail exchange with Osler; e-mail exchange with Dillards; reviewing motion materials; e-mail from client; conference call with client; revising settlement agreement; conference call with counsel; e-mail to client; e-mail to Osler; e-mail exchange with MLT regarding Notre Dame property;	5.20
June 25, 2020	GBT	E-mail correspondence; prepare Notre Dame Sale Approval hearing; attend (by telephone) and make submissions at Manitoba Court of Queen's Bench Notre Dame Sale Approval hearing; various telephone discussions with R. McFadyen; discussions with M. LaBossiere regarding Edson's/Brause physical document search; discussions with M. LaBossiere regarding preparation of Dillard's approval motion brief, filing and service of Dillard's approval motion materials, preparation of Notre Dame "tenancy" motion brief; conference call J. Dacks,	8.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		C. Howden, M. LaBossiere; telephone discussion with P. Patel; various telephone discussions with D. Mitchell regarding [REDACTED] Dillard's agreement; review P. Nygard affidavit; conference call J. Dacks, C. Howden regarding Nygard affidavit, "tenancy" issues; telephone discussion with G. Benchaya regarding Dillard's matters, Hilco report; review and revise draft Hilco report; Consulting Agreement matters; follow up regarding Dillard's motion matters;	
June 25, 2020	MML	Attending teleconference hearing; attending meeting with Bruce Taylor regarding hearing; conference call with J. Dacks, C. Howden and Bruce Taylor; conference call with Bruce Taylor and Pritesh Patel; Conference call with Bruce Taylor and Ross McFadyen; E-mail from Drew Mitchell regarding Dillard's; E-mail from Pritesh Patel re Dillard's; E-mail from Drew Mitchell regarding wire instructions; E-mail from Drew Mitchell regarding purchase Order; E-mail exchange with Bruce Taylor regarding Brief; E-mail from Adam Sherman re Dillard's Settlement; EF RAM re Dillard's Settlement; E-mail from Ross McFadyen regarding tenancy; Attending meeting with Ross McFadyen regarding tenancy and document review; E-mail from Eric Finley regarding Gardena Access; E-mail from Josheph Reynaud regarding Dillard's Settlement; e-mail exchange with Bruce Taylor regarding Hilco Report; Reviewing Hilco Report; preparing Brief regarding tenancy; reviewing materials;	11.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 26, 2020	SVD	E-mail from Drew with a trademark assignment for Dillards;	0.10
June 26, 2020	RAM	Preparing draft Motion Brief regarding Dillard's Settlement Approval; e-mail from, e-mail to G.B. Taylor, M. LaBossiere regarding finalizing Notice of Motion for draft Order regarding Dillard's Settlement Approval; Finalizing Notice of Motion for draft Order regarding Dillard's Settlement Approval; E-filing Notice of Motion for Dillard's Settlement Approval Order; ET Service List re: Notice of Motion for Dillard's Settlement Approval; preparing draft outline Affidavit of Service; e-mail from D. Mitchell, E. Finley regarding [REDACTED] [REDACTED] e-mail from Justice Edmond's assistant re: call-in details; e-mail to Richter team regarding update regarding Dillard's approval motion;	3.60
June 26, 2020	DMM	E-mail exchange with counsel; reviewing zoning by law; e-mail exchange with client; telephone call to client; preparing amending agreement; telephone call to client; e-mail to client and counsel; e-mail exchange with counsel;	2.50
June 26, 2020	GBT	E-mail correspondence; Notre Dame "tenancy" matters; Gardena access matters; review and revise draft Dillard's Notice of Motion and Order; follow up regarding 1340 Notre Dame zoning; various telephone discussions with M. LaBossiere; review zoning bylaw; telephone discussion with W. Onchulenko; finalize payroll funds letter; telephone discussion with D. Mitchell; follow up with Receiver	5.70



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding Notre Dame “tenancy” responses; send contempt letter; consider issues, review Residential Tenancies Act, regarding Notre Dame “tenancy” matters ; Fourth Report matters;	
June 26, 2020	MDZ	Telephone call to MPI re results of request for registration information;	0.20
June 27, 2020	RAM	E-mail from A. sherman regarding draft Fourth Report; et, e-mail from G.B. Tayloer regarding draft Fourth Report; reviewing and revising draft Fourth Report;	0.70
June 27, 2020	DMM	E-mail exchange with counsel; e-mail from Osler; e-mail from Pitblado; revising form of NDA; e-mail to counsel; revising form of Trademark Assignment; reviewing Settlement Agreement; reviewing trademark searches; e-mail to counsel; telephone call to counsel; e-mail to client and counsel; e-mail exchange with counsel; reviewing closing documents regarding cash security; e-mail exchange with client; revising trademark assignment documents; e-mail to client and counsel;	3.70
June 27, 2020	GBT	E-mail correspondence; review and revise draft Fourth Report, and circulate; telephone discussion with P. Patel; revise and circulate draft NDA; Dillard’s motion matters; consider and advise regarding further revisions to Fourth Report; review Bakemates case and follow up regarding draft Brief; consider further revisions to the NDA; review and further revise updated draft Fourth Report, and circulate; consider and draft [REDACTED]	7.90
		[REDACTED] ADX	



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		trademark matters; telephone discussion with M. LaBossiere, redact Settlement Agreement; filing and service matters;	
June 28, 2020	DMM	E-mail exchange with counsel; telephone call to counsel; revising form of NDA; e-mail exchange with client; e-mail exchange with Colliers; telephone call to Colliers; reviewing form of offer; telephone call to Counsel; telephone call to Colliers; telephone call to client; e-mails from counsel; e-mail exchange with counsel; e-mail exchange with client; e-mail to Oslers; e-mail to client; e-mail from counsel;	2.60
June 28, 2020	GBT	E-mail correspondence; revise and circulate draft NDA, finalize and forward to Nygard counsel; Gardena access, P. Nygard personal items claim matters; various telephone discussions with D. Mitchell regarding Inkster property; review email correspondence to prepare 1340 Notre Dame "tenancy" response; 1340 Notre Dame lease matters; review and revise draft Dillard's ; Edson's/Brause physical records search matters; [REDACTED]; review additional comments on Dillard's Brief and follow up; review Debenture, Perfection Certificate; Notre Dame Lease; service matters; summarize information for Supplementary Third Report;	6.40



Total Fees	\$ 62,754.00
GST/HST on Fees	\$ 3,137.70
RST on Fees	\$ 4,392.78
Total Fees, Disbursements and Taxes	\$ 70,722.13

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 8, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 613751 Ending July 5, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	56,591.00
Total Disbursements	\$	382.46
Total GST/HST	\$	2,847.67
Total RST	\$	3,961.37
Total Due This Invoice	\$	63,782.50

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 8, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 613751 Ending July 5, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Court Fees PAYEE: Minister of Finance; REQUEST#: 302425; DATE: 7/7/2020. - Certified Copy of Order	\$	20.00	
Paid to	Long Distance	\$	2.46	*
Paid to	Imaging	\$	360.00	*
Total Disbursements		\$	382.46	
*GST/HST on Taxable Disbursements		\$	18.12	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 11, 2020	MDZ	E-mail to client regarding update on vehicle registration information requests;	0.30
June 17, 2020	MDZ	E-mail exchange with R. McFadyen regarding return of vehicles; Preparing demand letters requesting return of Nygard vehicles in Manitoba and Ontario; E-mail to client regarding draft letters and viability of police reports;	1.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
June 18, 2020	MDZ	E-mail exchange with and telephone call to E. Finley regarding demand for return of vehicles and bailiff seizures/police reports; telephone call to and e-mail exchange with co-counsel regarding viability of bailiff; telephone call to potential bailiff regarding seizure process; revising letters demanding return of vehicles; e-mail to E. Finley regarding revised drafts;	1.90
June 19, 2020	MDZ	E-mail exchange with and telephone call to E. Finley regarding demand for return of vehicles and bailiff seizures/police reports; Telephone call to and E-mail exchange with co-counsel regarding viability of bailiff; Telephone call to potential bailiff regarding seizure process; revising letters demanding return of vehicles; e-mail to E. Finley regarding revised drafts;	1.90
June 26, 2020	MML	E-mail exchange with B. Taylor, R. McFadyen and D. Mitchell regarding zoning; telephone call from B. Taylor regarding zoning; attending meeting with J. Stefaniuk regarding zoning; telephone call to B. Taylor regarding zoning; e-mail exchange with B. Taylor, R. McFadyen and D. Mitchell regarding zoning; e-mail exchange with B. Taylor regarding letter to D. Magisano and W. Onchulenko; e-mail exchange with B. Taylor regarding letter to D. Magisano and W. Onchulenko; research tenancy; preparation of tenancy brief; e-mail exchange with B. Taylor, P. Patel, E. Finley regarding tenancy response; e-mail from E. Finley regarding PPO Communication; e-mail from D.	6.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Mitchell regarding Niagara offer; reviewing Niagara Offer and amendment; e-mail from J. Hall regarding [REDACTED]; e-mail from B. Taylor regarding [REDACTED]; e-mail from B. Taylor regarding e-mail exchange with D. Magisano [REDACTED]; e-mail exchange with D. Mitchell, B. Taylor, R. McFadyen regarding purchase order Osler comments; e-mail from R. McFadyen regarding Dillard' brief; reviewing Dillard's brief;	
June 27, 2020	MML	Reviewing fourth report; e-mail exchange with R. McFadyen and B. Taylor regarding fourth report; e-mail exchange with B. Taylor regarding Dillard's approval brief; preparation of Dillard's approval brief; e-mail exchange with B. Taylor, P. Patel, A. Sherman, and E. Finley regarding Fourth Report; e-mail exchange with J. Dacks, C. Howden and D. Rosenblat regarding fourth report; e-mail exchange with R. McFadyen, B. Taylor, D. Mitchell, P. Patel, A. Sherman, E. Finley and G. Benchaya regarding draft NDA; e-mail exchange with B. Taylor regarding Fenske affidavits; e-mail exchange with D. Mitchell and B. Taylor regarding settlement approval NDA; reviewing NDA; research settlement approval; e-mail exchange with B. Taylor regarding fourth report; e-mail exchange with B. Taylor regarding [REDACTED]; e-mail exchange with B. Taylor, P. Patel, E. Finley, G. Benchaya regarding Hilco Report; reviewing Hilco Report; preparation of finalized fourth report; preparation of confidential appendices to fourth	8.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		report; telephone call to B. Taylor regarding confidential appendices and redacted agreement; e-mail exchange with D. Mitchell, B. Taylor, P. Patel, E. Finley and A. Sherman regarding confidential appendices and redacted agreement; e-mail to Cheryl Laniuk regarding fourth report; e-mail to Service List regarding fourth report;	
June 28, 2020	MML	E-mail exchange with B. Taylor, J. Dacks and C. Howden regarding Notre Dame Leases; e-mail from D. Mitchell regarding 1771 Inkster; e-mail exchange with B. Taylor regarding access to Gardena; e-mail exchange with D. Mitchell, B. Taylor, P. Patel, E. Finley and A. Sherman regarding Dillard's NDA; reviewing NDA; preparation of Dillard's Settlement Brief; e-mail exchange with D. Mitchell and B. Taylor regarding Dillard's Brief; preparation of Dillard's Brief; reviewing Fourth Report and confidential appendices; e-mail exchange with B. Taylor regarding Dillard's Brief; e-mail exchange with J. Dacks, C. Howden and B. Taylor regarding Dillard's Brief; e-mail exchange with P. Patel, E. Finley and B. Taylor regarding Dillard's Brief; preparation of Dillard's Brief; preparation of Authorities; e-mail to Cheryl Laniuk regarding Dillard's Brief; e-mail to Service List regarding Dillard's Brief;	7.20
June 29, 2020	SVD	Reviewing trademark assignment for Dillard's and preparing comments and e-mail to group attaching same;	0.50
June 29, 2020	DMM	E-mail exchange with counsel; Reviewing credit agreement; E-mail to counsel; Reviewing changes to IP	3.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Agreement; e-mail from Colliers; telephone call to counsel; revising IP Agreement; e-mail to client; e-mail exchange with client; e-mail to counsel; e-mail from Dillard's; e-mail exchange with counsel; preparing e-mail to client; telephone call from counsel; e-mail from client; e-mail to Dillard's; telephone call to client; e-mail to client and counsel; e-mail to client regarding conference call;	
June 29, 2020	GBT	E-mail correspondence; consider issues regarding 1340 tenancy allegation; review and revise draft Supplementary Third Report, and circulate; telephone discussions with J. Dacks; receive and consider communication from CRA counsel; receive, consider and circulate Lerner letter regarding Dillard's sale, Gardena matters; prepare draft response to D. Magisano; telephone discussion with D. Mitchell; telephone conference with P. Patel, A. Sherman; telephone discussion with M. LaBossiere; revise draft Motion Brief; telephone discussion with P. Patel, finalize Supplementary Third Report; further revisions to Supplementary Motions Brief, and finalize; telephone discussion with M. LaBossiere; Dillard's trademark assignment matters; telephone discussion with P. Patel; revise and circulate draft response to Magisano letter; revise draft Magisano response and circulate; [REDACTED]; various follow up regarding edits to draft Magisano message; finalize and circulate Magisano response;	8.60
June 29, 2020	MML	[REDACTED] [REDACTED]; e-mail from D.	10.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>Rosenblat regarding trademark assignment agreement; reviewing trademark assignment agreement; e-mail exchange with B. Taylor</p> <p>[REDACTED]; e-mail from S. De Sousa regarding trademark assignment agreement; e-mail from B. Taylor regarding letter from D. Magisano; reviewing letter from D. Magisano; e-mail from B. Taylor regarding e-mail from CRA; e-mail exchange with E. Finley regarding supplementary third report and leases; e-mail to E. Finley regarding leases; preparation of materials regarding Dillard's motion; reviewing supplementary third report; e-mail exchange with B. Taylor, J. Dacks, C. Howden and D. Rosenblat regarding supplementary third report; reviewing supplementary third report; preparation of brief regarding tenancy; e-mail exchange with B. Taylor regarding tenancy brief; telephone call from B. Taylor regarding tenancy brief; preparation of brief; preparation of supplementary third report; e-mail to Cheryl Laniuk regarding supplementary third report and motion brief; e-mail to Service List regarding supplementary brief and supplementary third report; preparation of materials regarding tenancy motion; preparation of affidavit of service; e-mail exchange with B. Taylor, P. Patel, E. Finley and A. Sherman regarding responses to Lerner's letter;</p>	
June 30, 2020	DMM	<p>E-mail exchange with client; preparing for conference call with client and counsel; [REDACTED]; e-mail exchange with Hilco; e-mail exchange with client; e-mail to client and</p>	5.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		counsel; reviewing changes [REDACTED]; conference call with counsel; revising [REDACTED] e-mail to client and counsel; e-mail exchange with client and counsel; e-mail exchange with counsel; conference call with counsel and client; revising [REDACTED]; e-mail to client and counsel; e-mail to Hilco; e-mail to Osler;	
June 30, 2020	GBT	email correspondence; Dillard's hearing matters; review Edson's/Brause Gardena Brief; telephone discussion with J. Dacks; review further Motion Brief of the Respondents regarding Notre Dame; review Affidavit of Debbie Mackie and Motion Brief of the Respondents regarding Dillard's; telephone conference J. Dacks, C. Howden, M. LaBossiere; prepare Dillard's hearing; telephone discussion with P. Patel; various discussions with M. LaBossiere; attend to Manitoba Court of Queen's Bench hearing (telephone) for Notre Dame Sale Approval decision, Dillard's Settlement Approval Order; obtain orders; finalize, filing matters re Orders; telephone discussion with J. Dacks; telephone discussion with D. Mitchell [REDACTED]; review revised [REDACTED]; telephone conference P. Patel, E. Finley, D. Mitchell;	8.90
June 30, 2020	MML	Preparation of materials regarding hearing; preparation of affidavit of service; e-mail to Cheryl Laniuk regarding affidavit of service; e-mail from B. Taylor regarding Respondent materials; reviewing tenancy brief; reviewing Dollard's motion brief;	8.60

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		reviewing affidavit of Debbie Mackie; e-mail exchange with B. Taylor regarding Fenske affidavit; e-mail exchange with B. Taylor regarding consulting agreement; attending meeting with B. Taylor regarding hearing; conference call with J. Dacks, C. Howden and B. Taylor regarding hearing; e-mail exchange with B. Taylor regarding Notre Dame Sale approval and Vesting Order; attend teleconference hearing regarding Sale Approval and Settlement Approval; conference call with J. Dacks regarding hearing; preparation of Sale Approval Order; preparation of Dillard's Settlement Approval Order; e-mail to Cheryl Laniuk regarding orders; e-mail exchange with D. Mitchell and B. Taylor regarding orders;	
July 1, 2020	RAM	E-mail from B. Taylor regarding update on Fourth Report; Dillard's settlement approval, sale of Notre Dame property; e-mail from P. Piper regarding CRA claim; e-mail from D. Magisano regarding Gardena landlord issues;	0.50
July 1, 2020	DMM	E-mails from Hilco; e-mails from client; e-mails from counsel; e-mail from client; reviewing changes to [REDACTED]; e-mail exchange with client and counsel; e-mail exchange with counsel; conference call with counsel; e-mail to client; telephone call from client; revising Dillard's Trademark Assignment; e-mail to client and counsel;	2.50
July 1, 2020	GBT	E-mail correspondence; consider issues regarding [REDACTED];	1.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		telephone discussion with D. Mitchell;	
July 2, 2020	RAM	E-mail from D. Mitchell B. Taylor, P. Patel and E. Finley regarding Dillard's settlement, Trademark Assignment, other sale of inventory; e-mail from B. Taylor, M. LaBossiere regarding letters regarding utilities payments; e-mail from M. LaBossiere regarding forms Order regarding Dillard's Settlement, Notre Dame sale; e-mail from Registrar regarding Dillard's Settlement Approval Order; e-mail to Services List regarding Dillard's settlement Approval Order; e-mail from and e-mail to W. Haight, Federal Court clerk regarding copyright infringement action;	1.20
July 2, 2020	DMM	E-mails from counsel; e-mails from client; e-mail exchange with counsel; telephone call to counsel; revising purchaser order; telephone call to client; telephone call to counsel; telephone call from client; voice mail from Dillard's; e-mail exchange with Dillard's; preparing form of guarantee; telephone call from client; e-mails to client; e-mails from client; e-mails to counsel; attending at requirements for [REDACTED]; attending at requirements for closing Dillard's transaction; telephone call from client; conference call with client; telephone call to counsel; e-mails to Dillard's; e-mails to Osler; e-mail to client; e-mail from client; e-mail to [REDACTED]; e-mail to Osler; e-mail exchange with [REDACTED]; reviewing changes to Purchase Agreement; e-mail to client; e-mail from client; telephone call to counsel; e-mail [REDACTED]; e-mail exchange with [REDACTED]; revising side letter	7.70



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		to [REDACTED] [REDACTED]; e-mail to client;	
July 2, 2020	GBT	E-mail correspondence; review proposed edits to [REDACTED] [REDACTED] and circulate comments; review revised draft Dillard's trademark assignment; follow up regarding E. Finley comments; telephone discussion with E. Finley; telephone discussion with D. Mitchell; follow up regarding [REDACTED]; review Credit Agreement, Landlord Waiver, US GSA, Bankruptcy and Insolvency Act regarding Gardena rent motion; further matters regarding Dillard's, [REDACTED] further telephone discussions with D. Mitchell; telephone discussions with G. Benchaya; review markup documents, [REDACTED]; further telephone discussion with D. Mitchell; review and revise draft [REDACTED]; further revisions to [REDACTED] [REDACTED] guarantee; further revisions and follow up regarding Dillard's transaction, ADX trademark, payment timing; further telephone discussion with D Mitchell;	6.20
July 2, 2020	MML	E-mail exchange with B. Taylor and R. McFadyen regarding utilities letters; e-mail from E. Finley regarding draft purchase order; e-mail from P. Patel regarding numbered company; e-mail from B. Taylor regarding redacting; e-mail from E. Finley regarding draft purchase order; e-mail exchange with E. Finley regarding service list; telephone call from Justice Edmond regarding form of Order; preparation of Notre Dame Approval and Vesting Order; e-mail to	4.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>Cheryl Laniuk regarding Notre Dame Order; e-mail to B. Taylor and R. McFadyen regarding e-mail to Cheryl Laniuk; preparation of letter to D. Magisano and W. Onchulenko regarding [REDACTED] [REDACTED] [REDACTED] preparation of letter to [REDACTED] [REDACTED]; e-mail to B. Taylor and R. McFadyen regarding letters [REDACTED] [REDACTED]</p>	
July 3, 2020	RAM	<p>E-mail to B. Taylor and M. LaBossiere regarding [REDACTED]; conference call with B. Taylor and M. LaBossiere regarding Gardena property issues, report and brief; e-mail from B. Taylor regarding considerations for Brief regarding Gardena; preparing draft Brief regarding Gardena issues; e-mail from M. LaBossiere and B. Sargent regarding landlord waiver documents; e-mail from P. Piper, B. Taylor regarding CRA claim;</p>	1.30
July 3, 2020	DMM	<p>E-mails from client; revising side letter; e-mail to [REDACTED]; e-mails to client; e-mail exchange with Osler; telephone call to Osler; voice mail from Osler; telephone call to Osler; e-mail to [REDACTED]; preparing [REDACTED] [REDACTED]; e-mail to [REDACTED]; e-mail to Osler; e-mail exchange with Hilco; revising [REDACTED]; e-mail to [REDACTED]; e-mail to client; e-mail exchange with Osler; e-mail to client and counsel; conference call with Osler; telephone call to client; e-mail exchange with client;</p>	3.70



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		telephone call to counsel; e-mail exchange with MLTA regarding Notre Dame property;	
July 3, 2020	GBT	E-mail correspondence; Gardena rent motion Report, Motions Brief matters; telephone conference with R. McFadyen, M. LaBossiere; telephone discussion with M. LaBossiere regarding Landlord Waivers; follow up regarding P. Piper CRA email; various telephone discussions with D. Mitchell; [REDACTED]; [REDACTED]; Dillard's sale matters, payment considerations, trademark agreements; follow up regarding Gardena access request;	3.70
July 3, 2020	MML	E-mail exchange with B. Taylor and R. McFadyen regarding utilities letters; e-mail from E. Finley regarding draft purchase order; e-mail from P. Patel regarding numbered company; e-mail from B. Taylor regarding redacting; e-mail from E. Finley regarding draft purchase order; e-mail exchange with E. Finley regarding service list; telephone call from Justice Edmond regarding form of Order; preparation of Notre Dame Approval and Vesting Order; e-mail to Cheryl Laniuk regarding Notre Dame Order; e-mail to B. Taylor and R. McFadyen regarding e-mail to Cheryl Laniuk; preparation of letter to D. Magisano and W. Onchulenko regarding [REDACTED]; [REDACTED]; [REDACTED]; preparation of letter to [REDACTED]; [REDACTED]; e-mail to B. Taylor and R. McFadyen regarding letters regarding [REDACTED]; [REDACTED];	4.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
July 4, 2020	RAM	E-mail from E. Finley, B. Taylor, M. LaBossiere regarding draft Fifth Report of the Receiver; reviewing materials of Edson's / Brause regarding Garden rent; preparing draft motion brief regarding Gardena rent; e-mail from M. LaBossiere, E. Finley regarding [REDACTED]; e-mail from and e-mail to B. Taylor regarding South Maple property, occupation by Receiver;	3.10
July 4, 2020	DMM	Reviewing Notre Dame offer to purchase; reviewing vesting order; e-mail to MLT Aikins;	0.60
July 4, 2020	GBT	E-mail correspondence; consider issues and review documents; revise draft Receiver's Fifth Report and circulate;	4.70
July 4, 2020	MML	E-mail exchange with B. Taylor and R. McFadyen regarding fifth report; preparation of fifth report regarding landlord waivers and leases; preparation of letter to D. Magisano and W. Onchulenko [REDACTED]; e-mail exchange with B. Taylor regarding [REDACTED]; preparation of letter to [REDACTED]; e-mail exchange with B. Taylor regarding e-mail from CRA; e-mail exchange with B. Taylor regarding South Maple property;	5.40
July 5, 2020	RAM	Reviewing and revising draft Fifth Report of the Receiver; conference call with B. Taylor regarding draft Fifth Report, Motion Brief regarding Gardena issues; preparing draft Motion Brief regarding Gardena rent;	6.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		e-mail from and e-mail to B. Taylor, M. LaBossiere regarding draft Fifth Report; e-mail from M. LaBossiere, B. Taylor and E. Finley regarding letters regarding [REDACTED]; e-mail from and e-mail to B. Taylor regarding conference call regarding Fifth Report; e-mail to and e-mail from B. Taylor and M. LaBossiere regarding draft Motion Brief; conference call with A. Sherman, E. Finley and P. Patel regarding finalizing Fifth Report;	
July 5, 2020	GBT	E-mail correspondence; revise and circulate draft [REDACTED]; follow up regarding Gardena rent motion matters, NPL properties; consider occupation question, follow up with Richter; review updated draft with R. McFadyen comments; telephone discussion with R. McFadyen; revise and circulate July 5 clean version of draft Fifth Report; conference call P. Patel, A. Sherman, E. Finley, R. McFadyen, M. LaBossiere regarding Fifth Report; further revisions to draft Fifth Report, and circulate;	5.80
July 5, 2020	MML	E-mail exchange with B. Taylor and R. McFadyen regarding fifth report; e-mail exchange with B. Taylor and R. McFadyen regarding occupation of premises; e-mail exchange with B. Taylor and R. McFadyen regarding South Maple Property; e-mail exchange with B. Taylor and R. McFadyen regarding Comparedoc fifth report; preparation of comparison fifth report; e-mail exchange with B. Taylor, R. McFadyen, P. Patel, A. Sherman and E. Finley regarding fifth report preparation of fifth report regarding credit agreement provisions; e-mail exchange with B. Taylor and R.	4.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		McFadyen regarding credit agreement provisions; e-mail exchange with B. Taylor and R. McFadyen regarding credit agreement provisions; e-mail exchange with B. Taylor and R. McFadyen regarding fifth report; e-mail exchange with B. Taylor, R. McFadyen, P. Patel, A. Sherman and E. Finley regarding [REDACTED]; preparation of fifth report regarding waivers; e-mail exchange with B. Taylor and R. McFadyen regarding fifth report waivers; e-mail exchange with Eric Finley regarding c [REDACTED] [REDACTED]; e-mail exchange with B. Taylor and R. McFadyen regarding Gardena motion brief; reviewing Gardena motion brief; conference call with B. Taylor, R. McFadyen, P. Patel, A. Sherman and E. Finley regarding fifth report;	
July 6, 2020	DMM	Preparing for Conference with client and Colliers; conference call with client and Colliers; e-mail to Osler; e-mails from counsel; e-mail to counsel; reviewing Inkster offer; preparing amending agreement; e-mail to client and Colliers; e-mail from client; revising amending agreement; e-mail exchange with client; revising IP documentation; e-mail to US counsel; telephone call to counsel regarding sales tax; e-mail exchange [REDACTED]; telephone call from client; telephone call from US counsel regarding taxes; e-mail exchange with Dillard's; telephone call from client; e-mail from client; e-mail to client; e-mail to counsel; e-mail to Osler; e-mail exchange with Colliers; e-mail from client; reviewing amending agreement for Inkster; e-mail to client and Colliers;	5.80



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Total Fees	\$ 56,591.00
		GST/HST on Fees	\$ 2,829.55
		RST on Fees	\$ 3,961.37
		Total Fees, Disbursements and Taxes	\$ 63,782.50

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 17, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 614283 Ending July 12, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	26,007.00
Total Disbursements	\$	437.28
Total GST/HST	\$	1,322.22
Total RST	\$	1,820.49
 Total Due This Invoice	 \$	 29,586.99

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 17, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 614283 Ending July 12, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Air Express	\$	56.11	*
Paid to	Long Distance	\$	0.32	*
Paid to	Legal Data Resources Corp.	\$	22.00	*
Paid to	WLTO Search	\$	26.00	*
Paid to	Imaging	\$	332.85	*
Total Disbursements			\$	437.28
*GST/HST on Taxable Disbursements			\$	21.87

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
April 5, 2020	KLV	E-mail exchange with R. McFadyen; conference call with R. McFadyen, M. Zacharias and M. LaBossiere; research concerning document review and privilege issues;	2.10
April 6, 2020	KLV	Research concerning document review and privilege issues;	1.40
July 6, 2020	LJK	Corresponding with counsel regarding	0.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		sales tax issues	
July 6, 2020	RAM	E-mail from G.B. Taylor, J. Dacks, C. Howden, B. Sargent regarding draft Fifth Report; e-mail from Registrar regarding signed Notre Dame Approval and Vesting Order; e-mail from D. Mitchell, D. Rosenblat regarding inventory purchase; e-mail from, e-mail to D. Mitchell, G.B. Taylor, M. LaBossiere regarding Notre Dame Approval and Vesting Order; e-mail from M. Rosenblat regarding Grand Jury Subpoena update; e-mail from M. LaBossiere, G.B. Taylor, E. Finley regarding [REDACTED]; e-mail from G.B. Taylor regarding draft Brief regarding Gardena properties; revising and finalize draft Brief regarding Gardena properties; e-mail to, e-mail from, telephone call from J. Dacks, C. Howden, D. Rosenblat regarding draft Brief regarding Gardena properties; conference with M. LaBossiere regarding finalizing Fifth Report;	2.70
July 6, 2020	MMM	Conference with D. Mitchell regarding tax implications	0.10
July 6, 2020	GBT	E-mail correspondence; consider and revise draft Gardena Motion Brief; further revisions to draft Fifth Report; review Inkster amending agreement; consider issues, revise and circulate draft Motion Brief; review J. Dacks comments on draft Report and circulate; telephone discussions with D. Mitchell; follow up regarding draft Brief; [REDACTED], Dillard's matters; review Richter revised draft Fifth Report; review revised draft Motion Brief; conference call P. Patel, A. Sherman, E. Finley, M. LaBossiere;	4.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		telephone discussion with R. McFadyen; review J. Dacks comments on Motion Brief; follow up re filing, service; consider issues re US landlords, rent relief;	
July 6, 2020	MML	E-mail exchange with B. Taylor and R. McFadyen regarding Fifth Report; E-mail from Cheryl Laniuk regarding signed order; E-mail exchange with B. Taylor, R. McFadyen and D. Mitchell regarding signed order; E-mail to service list regarding signed order; E-mail exchange with B. Taylor, R. McFadyen, J. Dacks, C. Howden, D. Rosenblat and B. Sargent regarding Fifth Report; preparation of letter to D. Magisano and W. Onchulenko regarding [REDACTED] [REDACTED] [REDACTED]; E-mail exchange with E. Finley regarding appendices to Fifth Report; preparation of Appendices to Fifth Report; e-mail exchange with E. Finley, P. Patel and A. Sherman regarding Appendices; e-mail exchange with E. Finley, P. Patel and A. Sherman regarding letters regarding [REDACTED]; telephone call from E. Finley regarding [REDACTED] [REDACTED]; telephone call to E. Finley regarding [REDACTED] [REDACTED]; e-mail exchange with B. Taylor and R. McFadyen regarding letter to D. Magisano and Wayne Onchulenko; e-mail exchange with B. Taylor and R. McFadyen regarding document scanning; e-mail exchange with B. Taylor regarding Purolator; e-mail exchange with B. Taylor regarding letter to Dom Magisano and W. Onchulenko; e-mail to P. Patel, A. Sherman and E. Finley regarding letter	8.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		██████████; e-mail exchange with B. Taylor regarding conference call; preparation of transcript request; e-mail exchange with B. Taylor and R. McFadyen regarding transcript request; preparation of Fifth Report for filing; preparation of e-filing; e-mail to Cheryl Laniuk regarding Fifth Report and motion brief; e-mail to service list regarding Fifth Report and motion brief; e-mail exchange with P. Patel regarding Fifth Report;	
July 7, 2020	SVD	E-mail from D. Mitchell regarding APA and changes to same;	0.10
July 7, 2020	SVD	Reviewing Jessica Barley, Silvia De Sousa and Dawn Marie regarding contract issues; e-mail from Dawn Marie attaching draft trainer contract;	0.80
July 7, 2020	RAM	E-mail from P. Patel, M. LaBossiere regarding final Fifth Report; e-mail from, e-mail to G.B. Taylor, M. LaBossiere regarding ██████████ ██████████; e-mail from, e-mail to G.B. Taylor, M. LaBossiere, D. Mitchell regarding motions for approval and vesting of real property; e-mail from, e-mail to M. LaBossiere regarding Service List update; e-mail from, D. Mitchell, E. Finley regarding Hilco auction bid;	0.70
July 7, 2020	DMM	E-mail from purchaser's counsel (Inkster); e-mail exchange with purchaser's counsel (Inkster); e-mails from client; e-mail exchange with counsel; preparing summary of offers on property; telephone call to client; telephone call to counsel; telephone call to client; revising bid forms; revising offer to purchase;	3.90



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
July 7, 2020	GBT	E-mail correspondence; review documents, consider issues regarding [REDACTED]; telephone discussion with P. Patel; consider issues regarding [REDACTED]; [REDACTED]; consider issues regarding priority payments, distribution of Niagara proceeds; [REDACTED], Dillard's purchase matters; update on Niagara, Inkster sales; Edson's/Brause physical document review matters; review and comment on IP bid document; follow up regarding Gardena access;	3.80
July 7, 2020	MML	E-mail exchange with G. Dobush regarding document request; e-mail exchange with B. Taylor and R. McFadyen regarding [REDACTED]; e-mail exchange with B. Taylor and R. McFadyen regarding Toronto property sale approval motion; e-mail exchange with B. Taylor and R. McFadyen regarding [REDACTED]; e-mail exchange with transcription services regarding transcript requests; e-mail exchange with B. Taylor and R. McFadyen regarding [REDACTED]; e-mail from B. Taylor and D. Mitchell regarding Toronto building; e-mail exchange with E. Cooke regarding service list; e-mail from S. De Sousa regarding purchase order; e-mail from E. Finley regarding auction bid form; e-mail from D. Mitchell regarding e-mail to D. Rosenblat regarding purchase order; e-mail from P. Patel regarding auction bid form; e-mail from B. Taylor regarding e-mail to E. Finley regarding Garden Access;	2.20
July 8, 2020	SVD	Finalizing changes to asset purchase agreement and e-mail to D. Mitchell	0.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding same;	
July 8, 2020	RAM	E-mail from E. Finley regarding Gardena access; e-mail from, e-mail to G.B. Taylor regarding [REDACTED]; e-mail from D. Mitchell regarding closing Dillard's transaction; e-mail from M. LaBossiere regarding Edson's and Brause documents; conference call with P. Patel, E. Finley, D. Mitchell regarding [REDACTED], Notre Dame closing;	0.60
July 8, 2020	DMM	E-mail exchange with counsel; revising bid forms; telephone call to counsel; e-mail to client and counsel; e-mail exchange with Oslers; conference call with Oslers; reviewing Asset Purchase Agreement; e-mail exchange with client; conference call with client; e-mails to client; e-mail from MLTA; reviewing assignment agreement; reviewing Mist Offer; e-mail to client; revising IP documents; e-mail exchange with client;	3.30
July 8, 2020	GBT	E-mail correspondence; telephone discussion with D. Mitchell regarding IP bid document; F [REDACTED] [REDACTED]s; Edson's/Brause document matters; review Documents Order, telephone discussion with M. LaBossiere, follow up with P. Patel regarding documents search matters; further matters regarding IP sale documents;	2.70
July 8, 2020	KBB	Revising assignment documents	0.50
July 8, 2020	MML	E-mail exchange with B. Taylor regarding document request; preparation of costs outline; telephone call from B. Taylor regarding documents; e-mail from P. Patel	0.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding travel; e-mail exchange with B. Taylor and P. Patel regarding Document Review;	
July 9, 2020	RAM	Reviewing and considering information regarding Canadian litigation; memo to Receiver regarding status and recommendations on Canadian litigation; e-mail from D. Mitchell regarding Notre Dame purchase; e-mail from P. Patel regarding costs for document review;	0.80
July 9, 2020	DMM	E-mail from client; voicemail from counsel; telephone call to counsel; telephone call from Colliers; e-mail exchange with Osler; voicemail from Colliers; e-mail to MLTA; e-mail to client; e-mails to client; review Notre Dame Offer regarding chattels and fixtures; e-mail to client; e-mail from MLTA;	1.30
July 9, 2020	GBT	E-mail correspondence; telephone discussion with D. Mitchell regarding Hilco, Receiver sale matters; various motion matters, discussion with R. McFadyen regarding F [REDACTED]; Notre Dame sale matters; Edson's/Brause matters;	1.50
July 9, 2020	MML	Update service list; e-mail from P. Patel regarding Edson's/Brause physical document review; e-mail from D. Mitchell regarding purchase order; e-mail from D. Rosenblat regarding purchase order;	0.20
July 10, 2020	RAM	Reviewing and considering information regarding Canadian litigation; memo to Receiver regarding status and recommendations on Canadian litigation; e-mail from G.B. Taylor regarding [REDACTED]	2.80

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		<p>██████████; e-mail from J. Hall regarding Receiver appointment; e-mail from G.B. Taylor regarding closing for Notre Dame transaction; e-mail exchange with Federal Court, W. Haight, D. Giles regarding motion to withdraw as counsel; e-mail from G.B. Taylor, M. LaBossiere regarding Brause, Edson's records; e-mail from G.B. Taylor regarding ██████████</p> <p>██████████; e-mail to G.B. Taylor, M. LaBossiere regarding draft memo regarding Canadian litigation; e-mail to P. Patel, A. Sherman, E. Finley regarding Canadian litigation; e-mail from G.B. Taylor regarding police investigation; e-mail to W. Onchulenko regarding Federal Court action;</p>	
July 10, 2020	DMM	E-mail MLTA; e-mail exchange with counsel; e-mail exchange with Oslers; e-mail exchange with client; review IP documents; e-mail from colliers; e-mail from counsel; e-mail from counsel; review changes to IP documents;	1.20
July 10, 2020	GBT	<p>email correspondence; ██████████</p> <p>██████████; Notre Dame closing documents; telephone discussion with P. Patel; follow up with D. Magisano; Edson's/Brause document matters, follow up with W. Onchulenko; follow up regarding ██████████; review Canadian Litigation memorandum, recommendations; telephone discussion with P. Patel, E. Finley regarding MB warrant, and follow up; telephone discussion with P. Patel; consider warrant issues; consider Hilco comments regarding IP documents;</p>	3.10



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
July 10, 2020	MML	E-mail from E. Finley regarding IP documents; e-mail from J. Hall regarding landlord waivers; e-mail exchange with B. Taylor and R. McFadyen regarding [REDACTED]; e-mail exchange with B. Taylor and R. McFadyen regarding [REDACTED]; e-mail exchange with B. Taylor and R. McFadyen regarding subpoena response;	1.10
July 11, 2020	RAM	E-mail from E. Finley, D. Mitchell regarding IP sale; e-mail from G.B. Taylor regarding Edson's / Brause issues; e-mail from, e-mail to R. Kravetsky regarding claim against Nygard International, stay of proceedings;	0.40
July 11, 2020	DMM	Review closing agenda for Notre Dame sale; review offer for Notre Dame; e-mail to MLTA; review IP documents; telephone call to counsel; e-mail to client; e-mail to client; conference call with client; review IP agreements; prepare form of assignment; e-mail exchange with MLTA; e-mail from client;	2.60
July 11, 2020	GBT	E-mail correspondence; review draft Notre Dame closing agenda and comment; telephone discussion with D. Mitchell; IP sale matters; consider issues regarding Gardena property;	1.40
July 12, 2020	GBT	E-mail correspondence; telephone discussion with D. Magisano regarding Gardena; follow up with client; [REDACTED]; review Katten motion documents regarding 1435 Broadway, letter of credit;	1.70



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		Total Fees	\$ 26,007.00
		GST/HST on Fees	\$ 1,300.35
		RST on Fees	\$ 1,820.49
		Total Fees, Disbursements and Taxes	\$ 29,586.99

GST Registration No. 121757413

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**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 22, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 614409 Ending July 19, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

REMITTANCE COPY

Total Fees	\$	19,699.00
Total Disbursements	\$	8.75
Total GST/HST	\$	985.39
Total RST	\$	1,378.93
Total Due This Invoice	\$	22,072.07

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

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**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

July 22, 2020

Richter Advisory Group Inc.
Re: Receiver Nygard International Partnership
Bay Wellington Tower
3510 - 181 Bay Street
Toronto ON M5J 2T3

Attention: Pritesh Patal, Partner

Invoice No. 614409- Ending July 19, 2020

Re: Claim against Nygard International Partnership Receivership
Our Matter No. 65803 0173004 GBT

Disbursements:

Paid to	Imaging	\$	8.75	*
Total Disbursements		\$	8.75	
*GST/HST on Taxable Disbursements		\$	0.44	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
July 13, 2020	SVD	E-mail from D. Mitchell regarding Chico agreement and IP issues	0.10
July 13, 2020	RAM	E-mail from E. Finley, D. Mitchell, G.B. Taylor regarding Hilco, IP sale; telephone call from W. Haight regarding position of Receiver regarding Nygard actions; e-mail from D. Magisano regarding documents; e-mail from, e-mail to E. Williamson regarding landlord inquiry; e-mail to E. Finley, P. Patel regarding landlord inquiry; e-mail from P. Patel, G.B. Taylor regarding [REDACTED]	1.10










<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		[REDACTED] [REDACTED] [REDACTED] [REDACTED]	
July 13, 2020	DMM	E-mails from client; e-mails from Hilco; preparing for conference call with Hilco and client; conference call with Hilco and client; telephone call to counsel; review Purchase Agreement; e-mail to client and counsel; e-mail exchange with client; e-mail from client; e-mail from Hilco; e-mail exchange with MLTA; review closing documents; e-mail exchange with Hilco; e-mail exchange with client; review required closing documents for Notre Dame; telephone call with client; telephone call to counsel; telephone call to client; review IP sale documents;	2.80
July 13, 2020	GBT	E-mail correspondence; IP sale matters, telephone discussions with D. Mitchell; review revised IP APA and follow up; [REDACTED]; Notre Dame sale matters; Edson's/Brause document matters; consider motion issues; follow up regarding [REDACTED];	2.30
July 13, 2020	MML	E-mail exchange with B. Taylor regarding e-mail from D. Magisano regarding documents; e-mail from E. Finley regarding purchase order; e-mail from D. Mitchell regarding purchase order; e-mail from B. Taylor regarding s [REDACTED]; e-mail from R. McFadyen regarding service list; e-mail exchange with R. McFadyen regarding service list; e-mail exchange with R. McFadyen, B. Taylor, P. Patel regarding conference call;	0.40



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
July 14, 2020	SVD	Preparing changes and comments and e-mail to D. Mitchell regarding [REDACTED] [REDACTED]	0.80
July 14, 2020	RAM	E-mail from G.B. Taylor regarding settlement discussion with D. Magisano; conference call with P. Patel, A. Sherman, E. Finley, G.B. Taylor, M. LaBossiere regarding [REDACTED] [REDACTED]; e-mail from, e-mail to G.B. Taylor regarding [REDACTED] [REDACTED]; e-mail from Federal Court regarding Order removing Fillmore Riley as counsel; e-mail from D. Mitchell regarding purchase of Notre Dame; e-mail from M. LaBossiere, G.B. Taylor regarding transcripts of decision regarding Landlord Terms Order;	1.10
July 14, 2020	DMM	E-mail from Colliers; voice mail from counsel; telephone call to counsel; e-mails from counsel; conference call with counsel; reviewing [REDACTED] [REDACTED]; reviewing IP documents and Bid form; e-mails from Hilco; e-mail exchange with client; telephone call from client; reviewing changes to IP release with [REDACTED]; e-mail to counsel; conference call with counsel;	2.90
July 14, 2020	GBT	E-mail correspondence; Edson's matters; telephone discussion with D. Magisano, report to client; conference call P. Patel, A. Sherman, E. Finley, R. McFadyen, M. LaBossiere; follow up regarding [REDACTED] [REDACTED]; telephone discussion with D. Mitchell; document matters; motion matters; telephone discussion with M. LaBossiere regarding [REDACTED]	3.20



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
			
July 14, 2020	KBB	Preparing Notre Dame closing documents	0.90
July 14, 2020	MML	E-mail from B. Taylor regarding settlement discussions with D. Magisano; conference call with B. Taylor, R. McFadyen, P. Patel, E. Finley and A. Sherman; e-mail from Kari Short regarding transcript of reasons; e-mail exchange with B. Taylor and R. McFadyen regarding reasons; e-mail to J. Dacks, M. Wasserman, D. Rosenblat and C. Howden regarding reasons; e-mail to Vern DaRe regarding reasons; reviewing reasons for decision; telephone call to B. Taylor regarding  	3.30
July 15, 2020	RAM	E-mail from M. LaBossiere, B. Taylor and P. Patel regarding Edson's and Brause documents;	0.10
July 15, 2020	DMM	E-mail exchange with client; conference call with client regarding   ; e-mail to client; e-mail to client; e-mail exchange with MLTA; reviewing Notre Dame documents; e-mail exchange with MLTA;	1.50
July 15, 2020	GBT	Email correspondence; consider issues regarding   ; Notre Dame closing matters; Edson's/Brause document search matters;	2.20
July 15, 2020	MML	E-mail exchange with B. Taylor, R. McFadyen and P. Patel regarding Purolator; e-mail exchange with B. Taylor and R. McFadyen regarding	0.60



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		transcript or reasons; e-mail exchange with Vern DaRe regarding transcript; e-mail to Linda Galissiere regarding transcript; e-mail exchange with J. Dacks, D. Rosenblat, M. Wasserman and C. Howden regarding transcript;	
July 16, 2020	RAM	Conference with M. LaBossiere regarding Brause, Edson's documents; e-mail from B. Taylor regarding [REDACTED]; e-mail from B. Taylor regarding search warrant; e-mail from P. Patel regarding Notre Dame property; e-mail from P. Patel and M. LaBossiere regarding Brause/Edson's documents;	0.50
July 16, 2020	DMM	E-mails from Hilco; e-mails from client; e-mails from counsel; e-mail from client; reviewing Dillard's agreement; telephone call from client; e-mail to [REDACTED]; e-mail from [REDACTED]; e-mail from client; e-mail exchange with counsel regarding property taxes on Notre Dame; e-mail exchange with [REDACTED]; e-mail to Dillard's; e-mail exchange with counsel; e-mail exchange with MLTA; conference call with MLTA;	2.30
July 16, 2020	AMM	Reviewing search warrant; research concerning principles regarding search warrant;	0.40
July 16, 2020	GBT	Email correspondence; review General Warrant, follow up; [REDACTED] telephone discussions with D. Mitchell; update regarding execution of warrant, follow up; Notre Dame sale matters, real property taxes; document matters; telephone discussion with P. Patel; [REDACTED], follow up	3.30



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding [REDACTED] [REDACTED] further telephone discussion with D. Mitchell;	
July 16, 2020	MML	E-mail exchange with B. Taylor, R. McFadyen and P. Patel regarding purolator; preparation of purolator; e-mail exchange with Sabrina Agricola; e-mail exchange with B. Taylor regarding courier; e-mail from D. Mitchell regarding New York brands;	1.20
July 17, 2020	RAM	E-mail from B. Taylor regarding Edson's / Brause issues [REDACTED]; conference with M. LaBossiere regarding Edson's / Brause documents; e-mail from B. Taylor and P. Patel regarding Quebec vendor issue;	0.40
July 17, 2020	DMM	E-mail exchange with Dillard's; e-mail exchange with client; e-mail exchange with counsel; e-mail from Colliers; e-mail from MLTA;	0.60
July 17, 2020	GBT	Email correspondence; follow up with D. Magisano regarding [REDACTED]; conference call [REDACTED]; J. Dacks, D. Rosenblat, report to client; consider issues regarding Gardena rent motion, follow up; [REDACTED]; various telephone discussions; review Edson's/Brause document boxes, follow up regarding return of documents; Gardena motion filing matters;	4.60
July 17, 2020	MML	E-mail exchange with B. Taylor, R. McFadyen and P. Patel regarding purolator; voicemail from Sabrina Agricola; e-mail exchange with Sabrina Agricola regarding delivery; e-mail exchange with B. Taylor	1.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		regarding warrant;	
July 18, 2020	DMM	E-mail exchange with MLTA; reviewing statement of adjustments; reviewing Notre Dame offer to purchase; revising statement of adjustments; e-mail exchange with MLTA;	1.10
July 18, 2020	GBT	email correspondence, 1340 closing matters;	0.20
July 19, 2020	RAM	E-mail from J. Dacks regarding addition to Service List;	0.10
July 19, 2020	GBT	email correspondence;	0.20
Total Fees			\$ 19,699.00
GST/HST on Fees			\$ 984.95
RST on Fees			\$ 1,378.93
Total Fees, Disbursements and Taxes			\$ 22,072.07

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