

**4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

**5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

**6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

**7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

**8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

**9. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

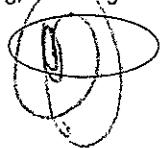
**10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

  
(Does)

  
(Does Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

**12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

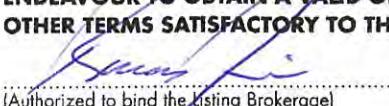
**13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

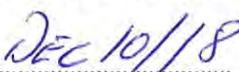
**15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.

**16. SCHEDULE(S)** A and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

  
(Authorized to bind the listing Brokerage)

DATE

  
Dec 10/18

(Name of Person Signing)

**THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.**

Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

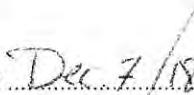
**GREEN EARTHSTORES LTD.**

(Name of Seller)

  
(Signature of Seller/Authorized Signing Officer)

(Seal)

DATE

  
Dec 7/18

(Tel. No.)

(519) 476-7876

(Signature of Seller/Authorized Signing Officer)

(Seal)

DATE

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property 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 further any transaction provided for herein.

(Spouse)

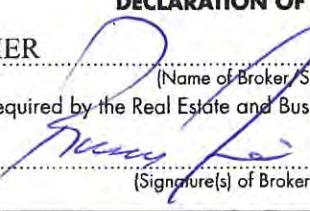
(Seal)

DATE

The broker/salesperson RANDY FISHER

(Name of Broker/Salesperson)

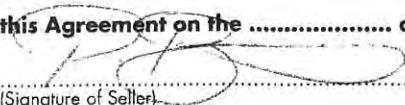
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

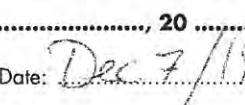
  
(Signature(s) of Broker/Salesperson)

**DECLARATION OF INSURANCE**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of

this Agreement on the ..... day of ..... 20 .....

  
(Signature of Seller)

Date:   
Dec 7/18

(Signature of Seller)

Date:

  
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**Schedule A**  
**Listing Agreement — Commercial**  
**Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

**BROKERAGE**, CBRE LIMITED, BROKERAGE....., and

**SELLER(S)**, GREEN EARTH STORES LTD. ....

for the property known as 19-23 Buchanan Court, London ON.....

NSZ 4P9....., dated the ..... day of December, 2018.....

CBRE agrees that while this listing is Exclusive, it will use its best efforts to not list or advertise the property on any medium until consent is given in writing from the Seller.

*The seller's name is to be  
Kept confidential at all times. (P)ff*

This form must be initialed by all parties to the Agreement.

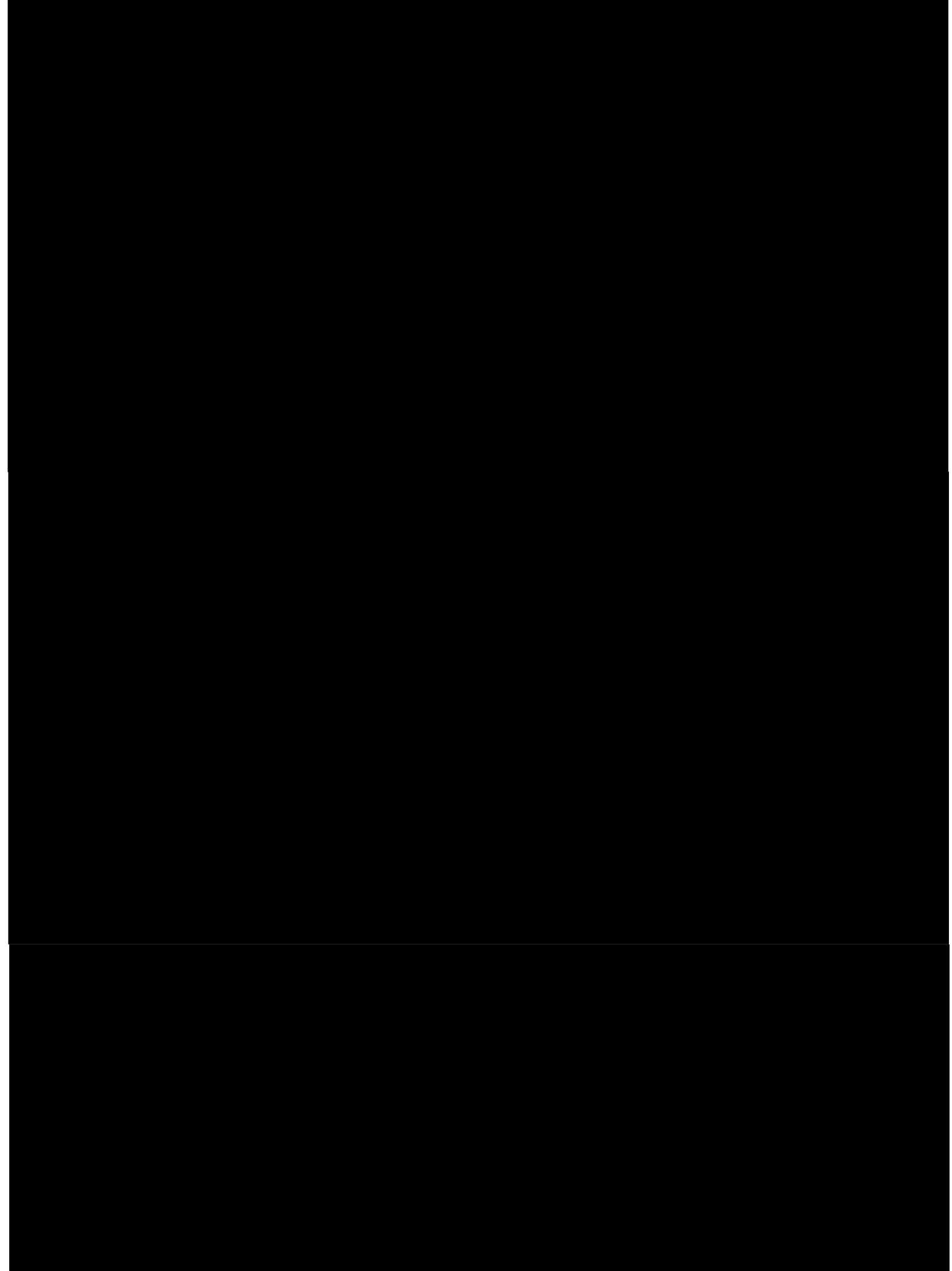
**INITIALS OF BROKERAGE:**

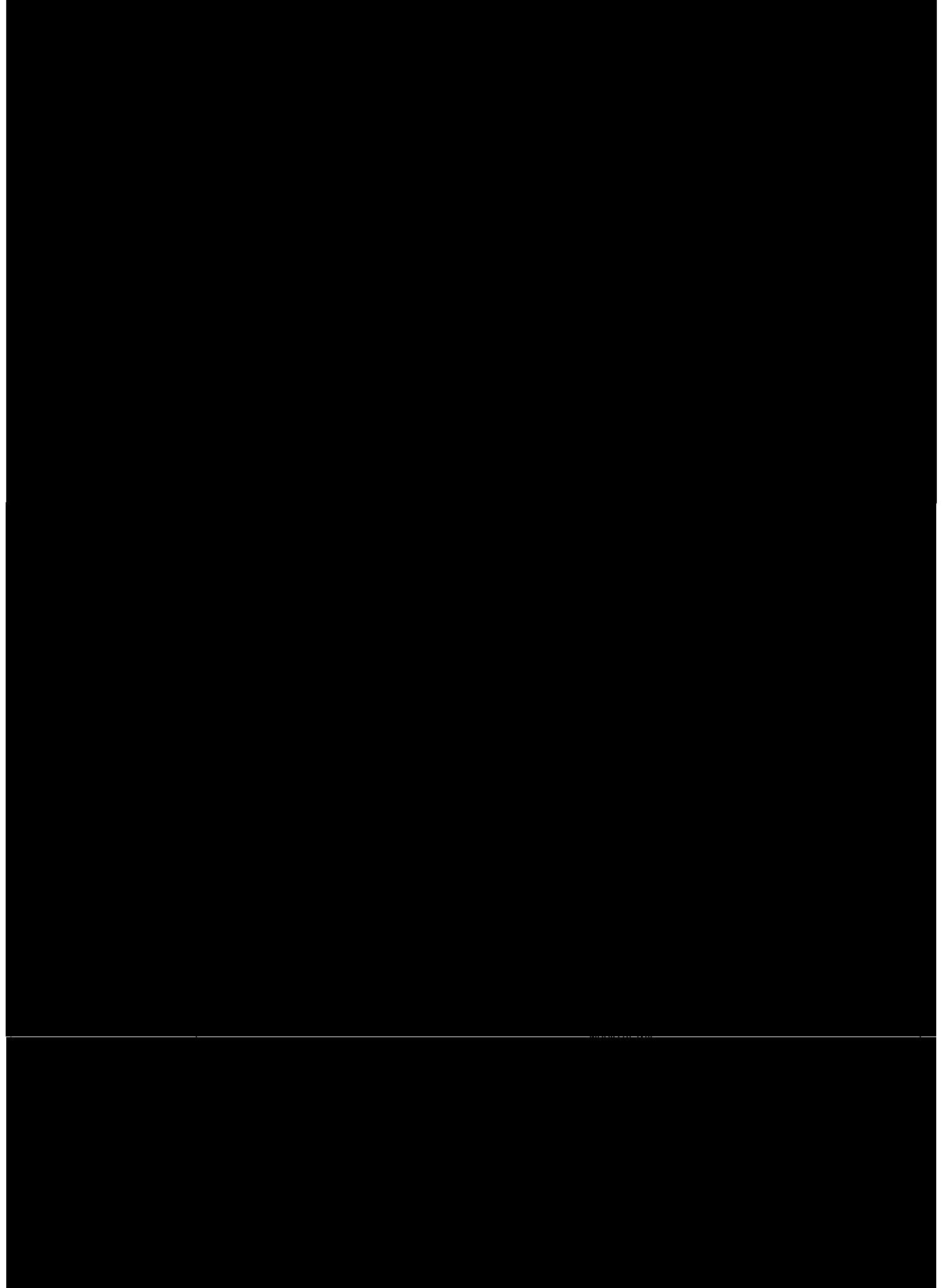
**INITIALS OF SELLERS(S):**



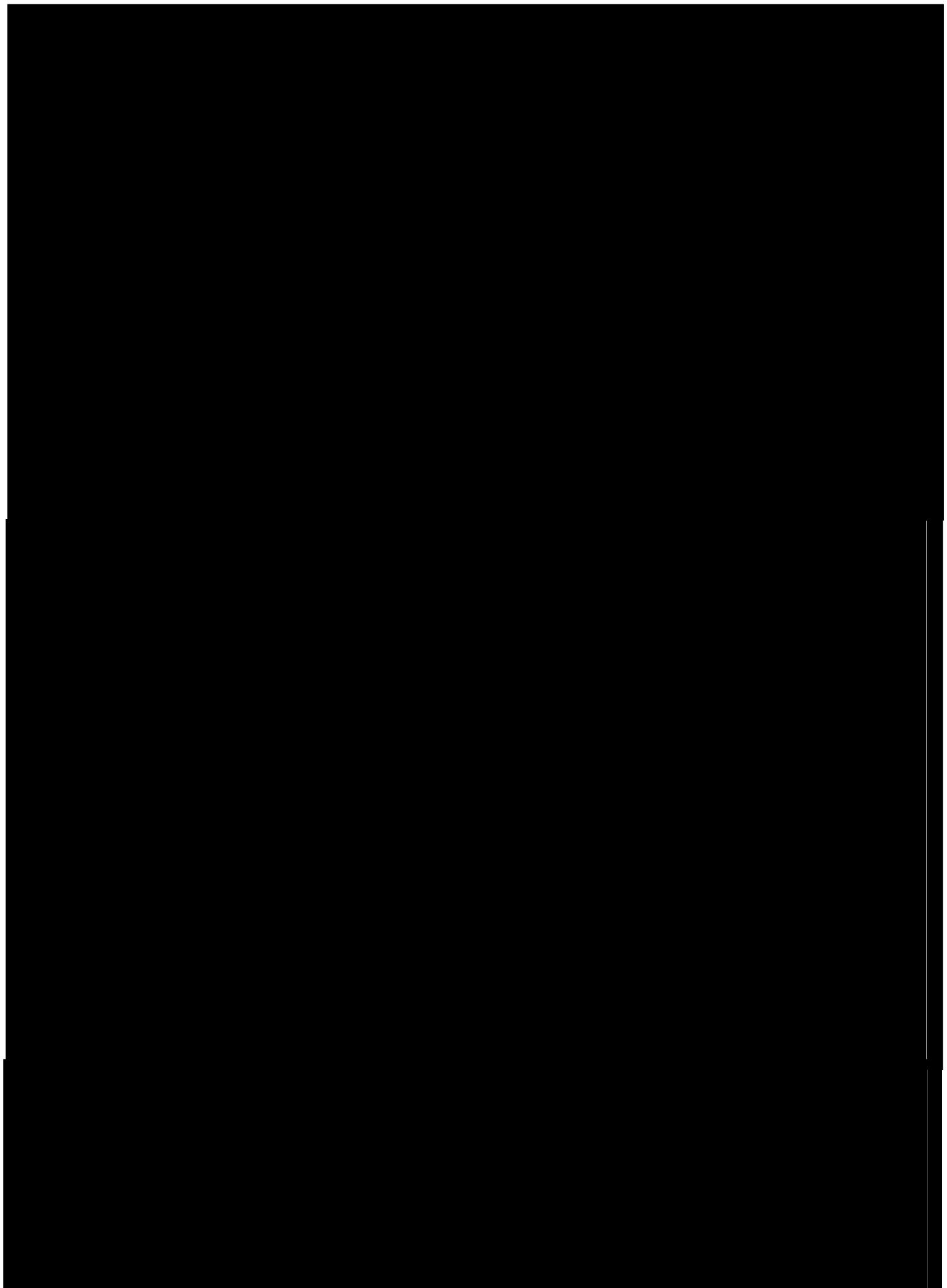
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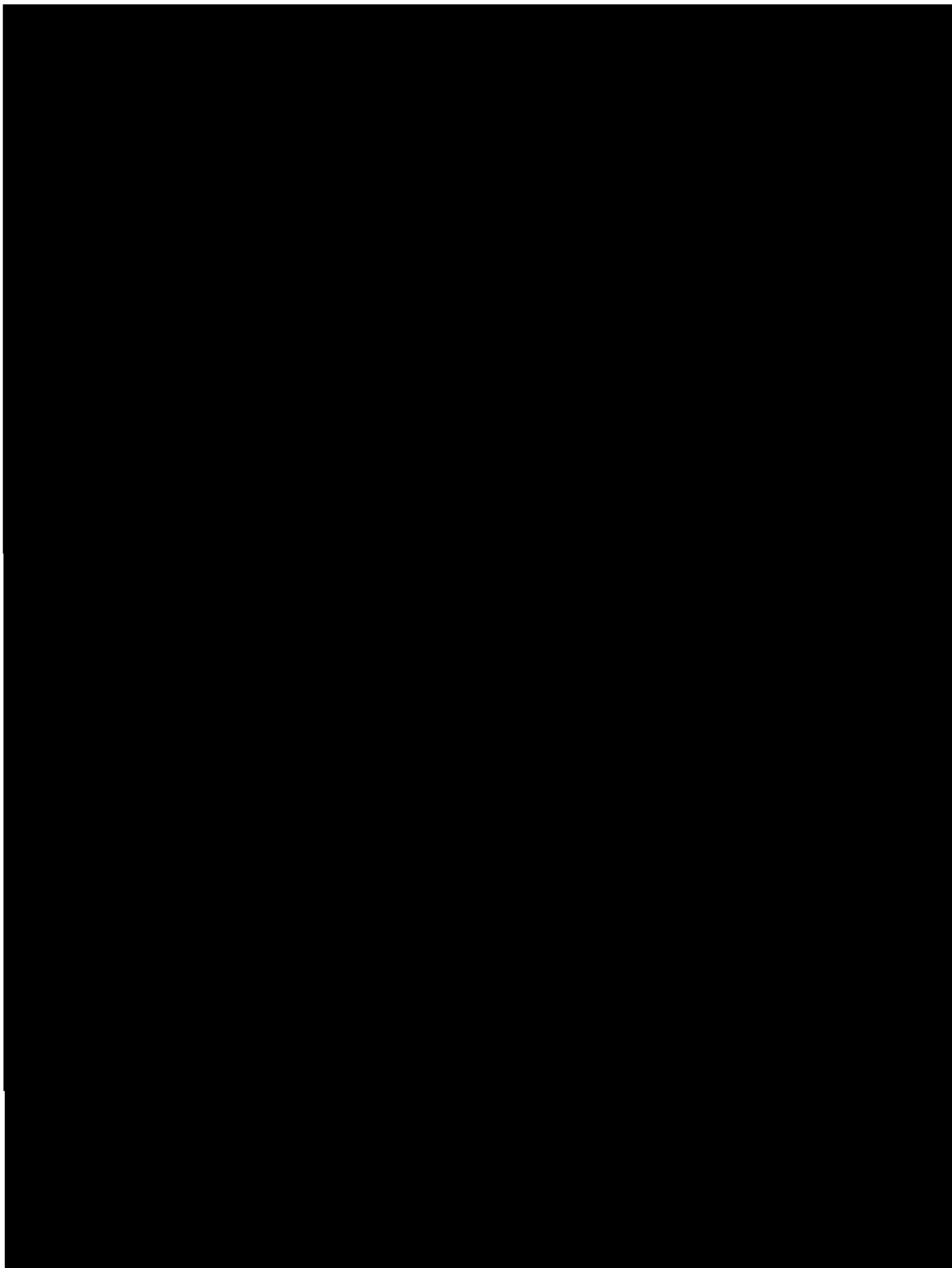












# CONFIDENTIAL

# APPENDIX

‘1’

# APPENDIX

‘F’

## Cross Property Full

Listing

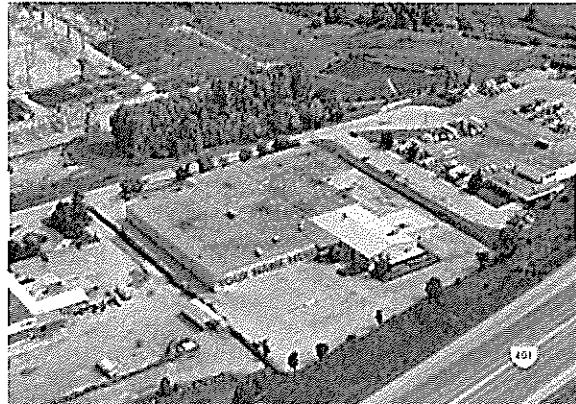
19-23 BUCHANAN COURT

London, ON N5Z 4P9

City of London/South/South Z

Commercial/Building and Land/For  
Sale  
Active

Price: \$6,500,000.00

Price Measurement:  
Lease Type:

MLS®#: 169321  
 List Date: 07-Jan-2019 Sqft Available: **101,966**  
 DOM: # Floors:  
 Conditions of Sale:  
 Building Type: **Industrial, Warehouse**  
 Title/Ownership: **Freehold** Recreational:  
 Fronting On: **South** Year Built: **1969**  
 Lot Front: **400.00** Lot Size/Acres: **3-9.99 Acres/4.14**  
 Lot Size Source:  
 Waterfront: **No** WF Exposure:  
 Total Number of Units:

Public Remarks: 101,996 SF Industrial building with easy access and exposure to Highway 401. Original building was constructed circa 1969 with additions in 1978, 1988, 1996 and 2000. Good overall condition and the property is fully fenced and gated with 85 parking spaces. The warehouse/manufacturing space is approximately 20 ft. clear, with 5 truck level docks (10 ft. x 8 ft.) on the east side and 6 drive-in doors. Column spacing is predominantly 40 ft. x 30 ft. The main floor office space is in good condition. Second floor office section has been recently renovated and upgraded. Racking, cardboard compactor and 119 security cameras are negotiable.

Directions: near - Buchanan Court &amp; Pond Mills Road

## Interior Features

Interior Features: **Board Room, Drapes/Blinds, Lunch Room, Security System, Skylight**  
 Heat Primary/Sec: **Radiant/**  
 Protection: **Alarm, Sprinkler - Full**

Basement:  
 Washrooms/Hand:/

Clearance Height: **20** Freestanding: **Yes** Rail:  
 Bays - LxW - x Sq Ft Available: **101,966/** Utilities:  
 Double Main - HxW - x Office Apt Area: / Amps: **1,200** Outside Storage  
 Drive-In Main - HxW - x Industrial Area: / Volts: **600** % Building:  
 Grade Level - HxW **6 - x** Retail Area: / Hydro: % Usable:  
 Truck Level - HxW **5 - x** Crane YN: % Rent:  
 Site Influences **Highway Access, Major Highway** Exposure:

Exterior Features: **Dock Height Loading, Fenced-Fully, Grade Loading, Paved Yard**  
 Water/Supply Type: **Municipal/** Sewage: **Municipal Sewers**

## Inclusions/Exclusions

Inclusions: **None.**

## Tax Information

Roll #: **393605066035720** Pin #: **084830056**  
 Zoning: **LI1, LI2, LI3, LI7** Condo Fee:  
 Assessment \$/Year: Survey/Year/Type: **No//** Taxes/Year: **\$83,993/2018**  
 Legal Description: **PARCEL 5-1, SECTION M18 LT 5 PLAN M18 LONDON/WESTMINSTER; PARCEL 6-1, SECTION M18 LT 6 PLAN M18 LONDON/WESTMINSTER** Type Taxes:

## Financial Information

## REALTOR® Information

Private Remarks **All inquiries, showings and offers through Listing Agent at Seller's request.**

Show Instructions: **Other, TLSP (List Salesperson)** Possession: **60 - 89 Days**  
**Contact Listing Agent** Possess Date:  
 Commission: **2%** Occupancy: **Vacant**

Int Bearing Trust Acct: **IB** SPIS Schedule: **SPIS:** Arranged/Altered Contract No  
 Lockbox: Sign Type: **Sign:** Yes Contact Expired: **No**

Commence Date: **07-Jan-2019** Expire Date: **30-Jun-2019** CDOM:Seller Name: **GREEN EARTH STORES LTD.**List Brokerage 1: **CBRE LIMITED, BROKERAGE**List Salesperson 1: **LARIN JAMES SHOUDICE, Sales Representative**Email: **larin.shouldice@cbre.com**L/SP Fax: **Brokerage Web:**List Brokerage 2: **Brkr Phone: (519) 673-6444**L/BR Phone: **(519) 673-6444**L/SP Phone: **(519) 673-6444**

L/SP Cell:

FOR LEASE

19-23

BUCHANAN  
COURT  
LONDON, ONTARIO

HIGH PROFILE  
OFFICE SPACE



- + Prominent Highway 401 exposure of 62,600 vehicles per day
- + 2<sup>nd</sup> Floor office space has recently undergone a complete renovation
- + Office furniture is negotiable

LEASE RATE: \$8.00 PSF NET

FOR MORE INFORMATION PLEASE CONTACT

**RANDY FISHER**

Broker  
Senior Vice President  
D 519.286.2009  
C 519.872.3494  
randy.fisher@cbre.com

**LARIN SHOULDICE, SIOR**

Sales Representative  
Associate Vice President  
D 519.286.2019  
C 519.851.7654  
larin.shouldice@cbre.com

**CBRE**

# FOR LEASE HIGH PROFILE OFFICE SPACE

19-23  
BUCHANAN COURT  
LONDON, ONTARIO

## BUILDING FEATURES

**TOTAL SQUARE FOOTAGE:** 27,800 SF ± (main & 2<sup>nd</sup> floor)

**INTERIOR FEATURES:** Combination of open concept & private offices, large boardrooms & lunch room

**PROTECTION:** Alarm system, 119 security cameras, fenced-in yard with gated access

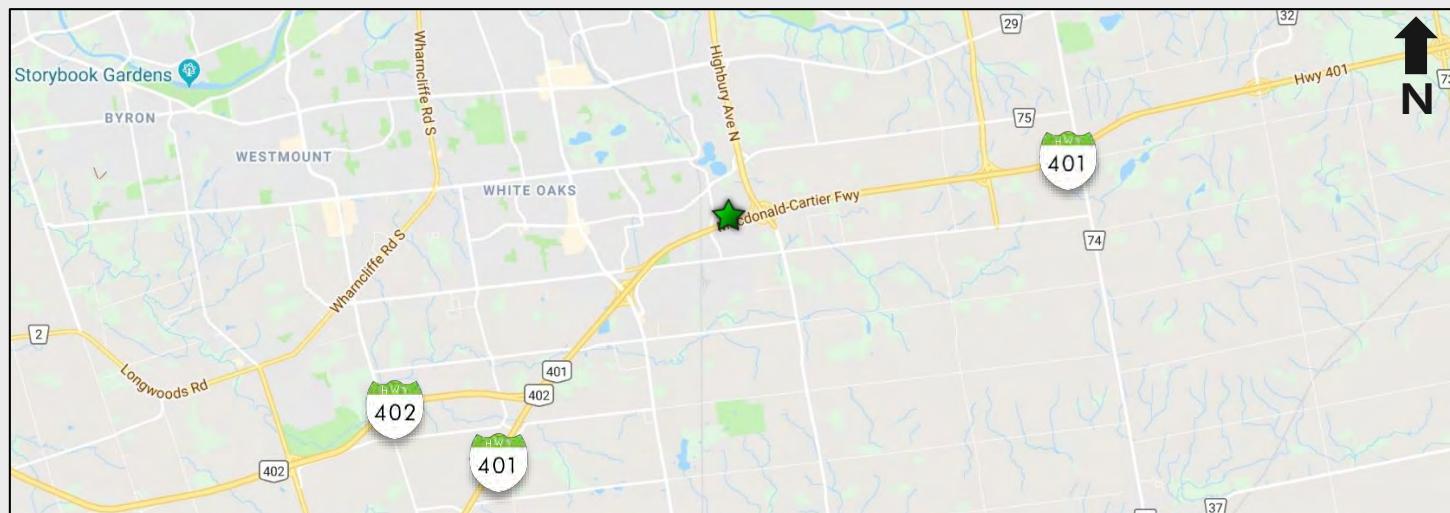
**PARKING:** 85 parking spaces on site

**ZONING:** LI1, LI2, LI3 & LI7

**ADDITIONAL RENT:** \$4.00 psf (2019 estimate)  
includes utilities



**LEASE RATE:** \$8.00 PSF NET



## FOR MORE INFORMATION PLEASE CONTACT

### RANDY FISHER

Broker  
Senior Vice President  
D 519.286.2009  
C 519.872.3494  
randy.fisher@cbre.com

### LARIN SHOULDICE, SIOR

Sales Representative  
Associate Vice President  
D 519.286.2019  
C 519.851.7654  
larin.shouldice@cbre.com

CBRE Limited | 380 Wellington Street | Suite 30 | London, Ontario N6A 5B5

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Mapping Sources: Google Earth

**CBRE**

FOR SALE & LEASE

19-23  
**BUCHANAN  
COURT**  
LONDON, ONTARIO

**HIGH PROFILE  
INDUSTRIAL  
BUILDING**



**SALE PRICE: \$6,500,000 :: \$63.75 PSF  
LEASE RATE: \$4.99 PSF NET**

**FOR MORE INFORMATION PLEASE CONTACT**

**RANDY FISHER**

Broker  
Senior Vice President  
D 519.286.2009  
C 519.872.3494  
randy.fisher@cbre.com

**LARIN SHOULDICE, SIOR**

Sales Representative  
Associate Vice President  
D 519.286.2019  
C 519.851.7654  
larin.shouldice@cbre.com

**CBRE**

# FOR SALE & LEASE HIGH PROFILE INDUSTRIAL BUILDING

19-23

BUCHANAN COURT  
LONDON, ONTARIO

## BUILDING FEATURES

<b>SQUARE FOOTAGE</b>	Main & 2 <sup>nd</sup> Floor Office: 27,800 SF ± Warehouse: 74,166 SF ± Total: 101,966 SF ±
<b>LOT SIZE</b>	4.14 acres
<b>CLEAR HEIGHT</b>	20' ±
<b>SHIPPING</b>	5 truck level docks   6 drive-in doors
<b>POWER</b>	600 amps   600 volts
<b>ZONING</b>	LI1, LI2, LI3 & LI7
<b>YEAR BUILT</b>	1969 with subsequent additions in 1978, 1988, 1996 and 2000
<b>COLUMN SPACING</b>	Predominantly 40' x 30'
<b>FIRE PROTECTION</b>	Sprinkler system
<b>PROPERTY TAXES</b>	\$83,993.11 (2018)
<b>HWY 401 AADT (2016)</b>	62,600 vehicles per day
<b>ADDITIONAL RENT</b>	\$1.50 psf (2019 estimate)

**SALE PRICE: \$6,500,000 :: \$63.75 PSF**

**LEASE RATE: \$4.99 PSF NET**

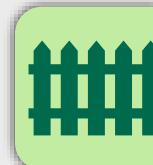
## ADDITIONAL SITE FEATURES



+ Easy access & exposure to Hwy 401



+ Recently renovated 2<sup>nd</sup> floor office space



+ Fully fenced-in & gated yard



+ Interior features: Boardroom, lunch room & skylight



+ Alarm security system

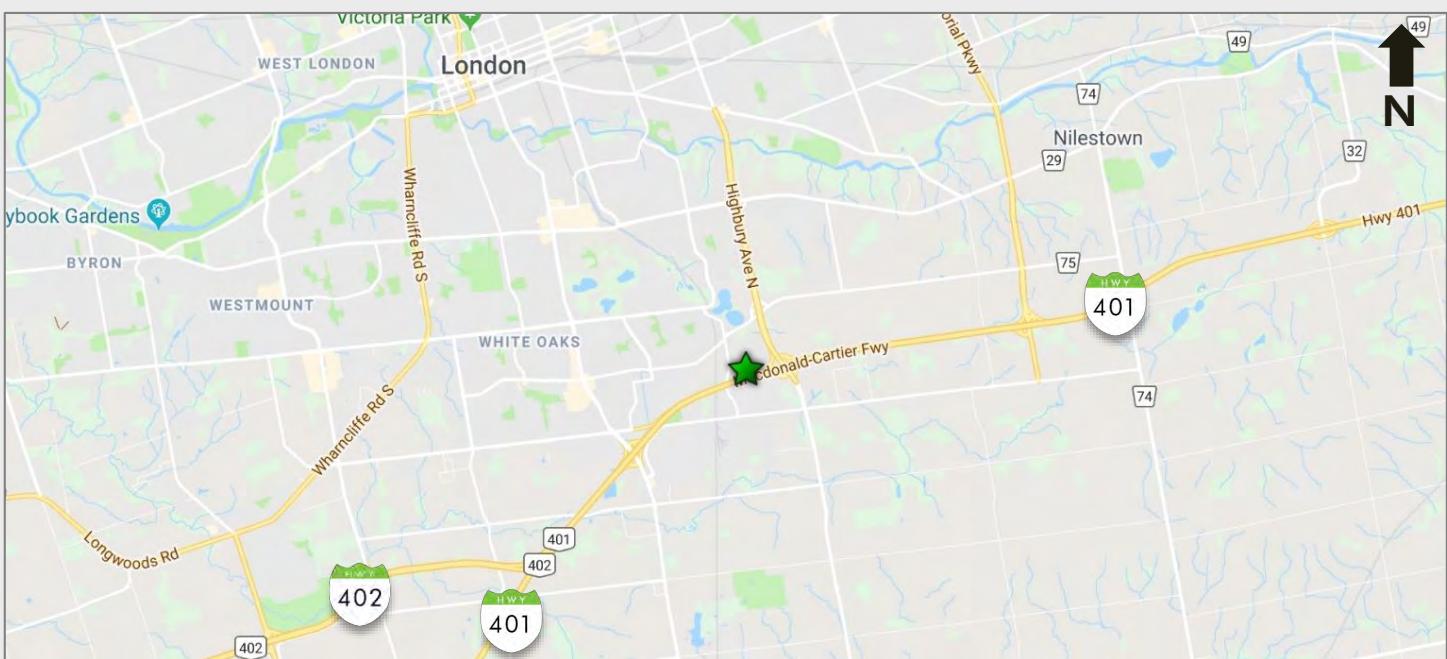


+ Racking, cardboard compactor & 119 security cameras are negotiable



# FOR SALE & LEASE HIGH PROFILE INDUSTRIAL BUILDING

19-23  
BUCHANAN COURT  
LONDON, ONTARIO



## FOR MORE INFORMATION PLEASE CONTACT

### RANDY FISHER

Broker  
Senior Vice President  
D 519.286.2009  
C 519.872.3494  
randy.fisher@cbre.com

### LARIN SHOULDICE, SIOR

Sales Representative  
Associate Vice President  
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CBRE Limited | 380 Wellington Street | Suite 30 | London, Ontario N6A 5B5

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Mapping Sources: Google Earth

**CBRE**

**CONFIDENTIAL**

**APPENDIX**

**‘2’**

# APPENDIX

‘G’

# Agreement of Purchase and Sale Commercial

This Agreement of Purchase and Sale dated this 26 day of July, 2019.

**BUYER:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, (Full legal names of all Buyers), agrees to purchase from

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD., (Full legal names of all Sellers), the following

**REAL PROPERTY:**

Address 19-23 Buchanan Court, London

fronting on the South side of Buchanan Court

in the City of London

and having a frontage of 400.00 more or less by a depth of irregular more or less

and legally described as PARCEL 5-1, SECTION M18 LT 5 PLAN M18 LONDON/WESTMINSTER

PARCEL 6-1, SECTION M18 LT 6 PLAN M18 LONDON/WESTMINSTER (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:**

Dollars (CDN\$)

**DEPOSIT:** Buyer submits Three Hundred Thousand Dollars (CDN\$) 300,000.00

CBRE Limited, In Trust

by negotiable cheque payable to CBRE Limited, In Trust "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, C, D & Confirmation of Cooperation and Representation attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by

Buyer Seller

5:00

6:00

on

(a.m./p.m.)

the 20 30 day of August, 2019, 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 30 day of

Sep, 2019. 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 SELLERS(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.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

**4. CHATTELS INCLUDED:**

See Schedule A

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 Schedule 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:  
Hot Water Tank (if applicable)

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):**



**8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... 8th ..... day of ..... August ..... 2019 ..... (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 (..... L11, L12, L13, L17 .....) 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-registerable 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 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.

**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 SELLERS(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:

BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED

(Witness)

  
(Buyer/Authorized Signing Officer)

(Seal)

Aug 30, 2019  
(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:

CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

(Witness)

  
(Seller/Authorized Signing Officer)

(Seal)

August 12, 2019  
(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.

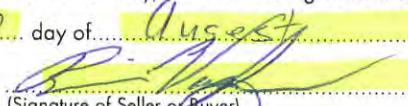
(Witness)

(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 5:15 this 30 day of August, 2019.

  
(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage

CBRE LIMITED, BROKERAGE

(519) 673-6444

(Tel.No.)

RANDY FISHER

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel.No.)

(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.

(Seller) CROWE SOBERMAN INC AS RECEIVER OF GREEN EARTH STORES LTD (Date)

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer Elizabeth Pillon, Stikeman Elliott LLP

Address 5300 Commerce Crt. W., 199 Bay St., Toronto ON

Email lpillon@stikeman.com

416-869-5623 (Tel. No.) 416-947-0866 (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) BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED (Date)

(Buyer) (Date)

Address for Service

(Tel. No.)

Buyer's Lawyer Ian Cousins, Cram & Associates Barristers & Solicitors

Address 514-200 Queens Avenue, London, ON

Email icousins@cramassociates.com

519-673-1670 (Tel. No.) 519-439-5011 (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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019

Buyer agrees to pay the balance as follows:

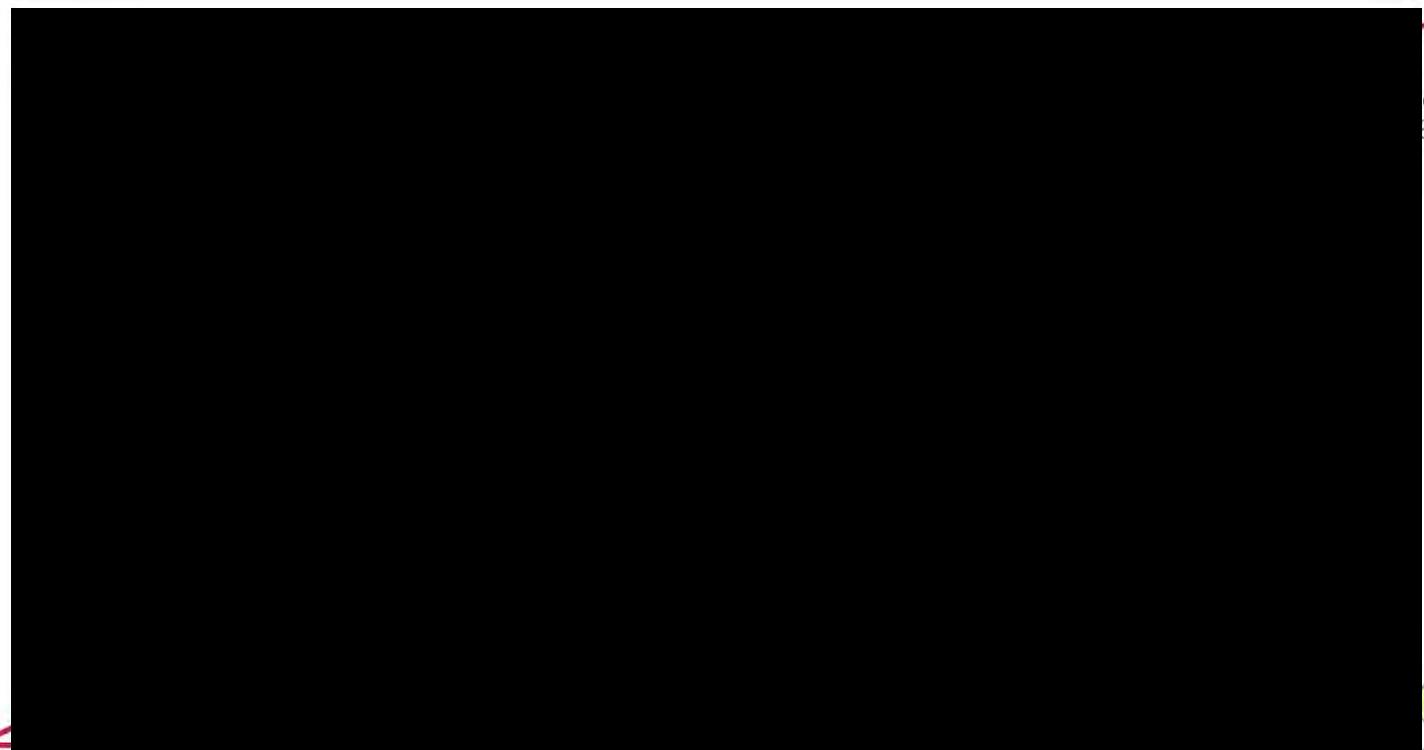
**1. FURTHER SUM**

~~The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft, certified cheque or wire transfer using the Large Value Transfer System to the Seller on completion of this transaction.~~

**2. SECOND DEPOSIT**

Seventy-Five  \$475,000 

At closing, a second deposit (the "Second Deposit") in the amount of Four Hundred Fifty Thousand Dollars (\$450,000 CDN) shall be paid by the Buyer to the Seller to be held in trust pending completion of this Agreement and to be credited to the purchase price on closing. We anticipate that the closing will occur on the same day that Court Approval of the transaction is obtained. The Seller will provide the Buyer with Seven (7) days notice of the scheduling of a motion before the Court seeking approval of the transaction.



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

**INITIALS OF BUYER(S):**



**INITIALS OF SELLERS(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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019

Buyer agrees to pay the balance as follows:

**4. PURCHASE PRICE ALLOCATION**



**5. CONDITIONS**

This Offer shall be conditional in favour of the Buyer until Friday, August 2nd, 2019, upon the following:

a) ENVIRONMENTAL:

The Buyer, at the Buyer's expense, being satisfied with the environmental condition of the land and building. The Buyer, at its expense, may conduct an environmental inspection Phase I and / or Phase II. The Seller agrees to supply to the Buyer within two (2) business days after acceptance of this Offer to Purchase, all copies of environmental reports in the Seller's possession or control (if any). Should the Buyer hire agents or consultants, the cost and the responsibility for such work shall be for the account of the Buyer.

The Buyer covenants and agrees to restore the properties forthwith after the inspection(s) to their pre-existing physical condition prior to the time of the first such inspection and to indemnify Seller from all loss arising from Buyer's test and inspections.

b) BUILDING INSPECTION:

The Buyer, at its expense, being satisfied with the condition of the land and building. The Buyer, at its expense, may conduct a building inspection. The Seller agrees to supply to the Buyer within two (2) business days after Acceptance of this Offer to Purchase, all copies of building reports in the Seller's possession or control. Should the Buyer hire agents or consultants, the cost and the responsibility for such work shall be for the account of the Buyer. The Buyer covenants and agrees to restore the properties forthwith after the inspection(s) to their pre-existing physical condition prior to the time of the first such inspection and to indemnify Seller from all loss arising from Buyer's test and inspections.

Fulfilling of the above conditions shall be in writing and delivered to the Seller or the Seller's Solicitor within the prescribed dates. If no such written notice is received as outlined above, this offer shall be at an end and the Buyer's deposit together with any accrued interest shall be returned to him in full.

These conditions are for the benefit of the Buyer and may be waived by him by notice in writing to the Seller or to the Seller's solicitor on or before the aforementioned prescribed dates.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

## **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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019

Buyer agrees to pay the balance as follows:

### **6. SELLER DELIVERIES**

Within two (2) business days following acceptance of this Offer, the Seller will provide to the Buyer, the following Seller Deliveries pertaining to the subject property:

- a) Copies of all Leases affecting the property;
- b) Copies of all Environmental reports in the Seller's possession;
- c) Copies of all Inspection reports in the Seller's possession;
- d) Copies of all Building Plans in the Seller's possession;
- e) Copies of all Utility Bills (gas, hydro & water) for the last 18 months;
- f) A copy of the 2018 & 2019 Final Tax Bills; and
- ~~g) A copy of the survey.~~

### **7. AS IS, WHERE IS**

Following waiver of Buyer's conditions, the Buyer acknowledges it is purchasing the property in "As Is, Where Is" Condition and indemnifies the Seller from any and all future liabilities that may result from the property after the closing of this transaction. The Buyer accepts the property on an "As Is, Where Is" basis and there is no condition, representation or warranty of any kind, expressed or implied, as to the condition, state or nature of the property by the Seller.

### **8. BUYER ACCESS**

Upon acceptance of this Agreement of Purchase and Sale, the Seller agrees to provide the Seller with access to the building for the purpose of storing SCA Containers.

### **9. PROPERTY ACCESS**

The parties agree that the Buyer, from the date of acceptance of the Agreement shall have the right of access to the Property for the purpose of inspections that the Buyer may deem necessary in relation to any building and environmental inspections it may require. Such inspections and access shall be conducted during reasonable hours and at times scheduled with the Seller. The Buyer agrees that in the event of a termination of the Agreement, to restore the Real Property to its condition as existed prior to the undertaking of such inspections.

### **10. FIXTURES AND CHATTELS**

Buyer and the Seller agree that all existing fixtures and chattels that are used in connection with the property and owned by the Seller are included in the purchase price, including but not limited to, all heating, air conditioning, plumbing, electrical, ventilating, transformers, loading docks, drainage and other fixtures, service equipment and mechanical systems annexed thereto or located therein. See Schedule B.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

## 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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.,

for the purchase and sale of 19-23 Buchanan Court, London

....., dated the 26 day of July, 2019.

Buyer agrees to pay the balance as follows:

#### 11. ASSIGNMENT

The Buyer shall have the right to assign the within Agreement of Purchase and Sale to any person or limited company which person or company shall assume all the obligations of the Buyer created or imposed by the within Agreement, provided however that the Buyer shall remain jointly and severally liable with any assignee, under this Agreement until completion of the transaction. Such assignment shall only be valid provided the Buyer delivers to the Seller's solicitors a true copy of such assignment at least five (5) business days prior to the date of closing herein and advises the Seller's solicitors of the name of the solicitors acting for the assignee.

#### 12. REALTOR REPRESENTATION

The Buyer and Seller acknowledge and agree that CBRE Limited represents the interest of the Buyer and the Seller in this transaction, thereby providing client service to both and acting in a multiple representation capacity.

#### 13. LEGAL ADVICE

The Parties to this Agreement acknowledge that CBRE Limited has recommended that they obtain advice from their Legal Counsel prior to signing this document. The parties further acknowledge that no information provided by CBRE Limited is to be construed as expert legal, environmental, zoning or tax advice.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019

**FIXTURES & CHATTELS**

1. . Metalsystems Warehouse Racking & Shelving (2018)
2. . Metalsystems Archive Room Shelving (2018)
3. . Model T-400 Starionary Cardboard Compactor & Accessories (2018)
4. . Hikvision HX-OD2742V2 Interior & Exterior Dome Cameras & Servers HX-N96128F - incl. cabling, switches, Toshiba HDD for wireless camera systems (2018)
5. . Custom Office Furnishings for entire 2nd Floor Office area and Mezzanine
6. . Weber Barbeque (large capacity) for main deck

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 C**  
**Agreement of Purchase and Sale – Commercial**

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

**BUYER:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019



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 D**  
**Agreement of Purchase and Sale – Commercial**

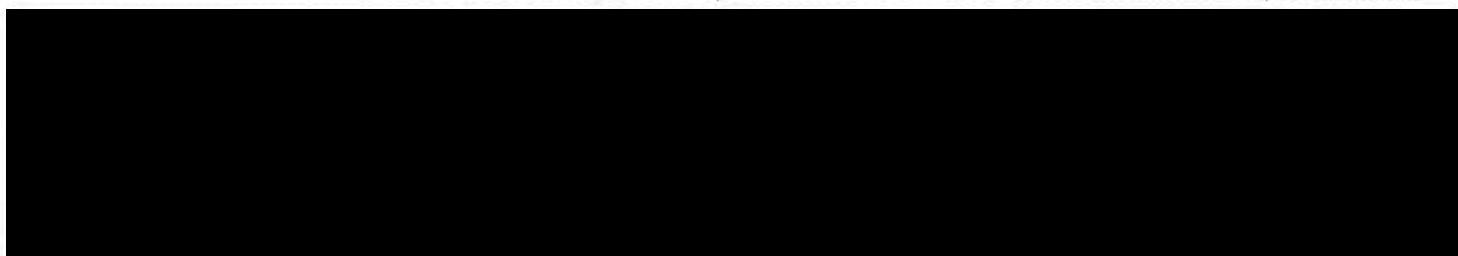
This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED, and

**SELLER:** CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD.

for the purchase and sale of 19-23 Buchanan Court, London

..... dated the 26 day of July, 2019



## 2. COURT APPROVAL AND VESTING ORDER

As soon as reasonably practicable following the date of execution of this Agreement by the parties, the Seller shall seek the Court's approval of this Agreement and the issuance of an order of the Court vesting the Property in the Buyer (the "Approval and Vesting Order"). The Buyer and the Secured Creditors will be provided with a draft of the Approval and Vesting Order by August 16, 2019. The obligations of the Seller and the Buyer to complete the transaction are subject to the Approval and Vesting Order having been made on or before September 30, 2019.

30<sup>th</sup> B  


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:** BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED

**SELLER:** CROWE SOBERMAN INC., AS RECEIVER OF GREEN EARTH STORES LTD.

For the transaction on the property known as: 19-23 Buchanan Court, London

**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 .....represent 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

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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 Broker under the terms of the applicable MLS® rules and regulations.

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

(Name of Co-operating/Buyer Brokerage)

CBRE LIMITED, BROKERAGE  
(Name of Listing Brokerage)

Tel: ..... Fax: .....

30-380 WELLINGTON STREET LONDON ON N6A 5B5

(Authorized to bind the Co-operating/Buyer Brokerage) (Date)

Tel: (519) 673-6444 Fax: (519) 673-6948

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

Randy Fisher  
(Authorized to bind the Listing Brokerage)

(Date)

August 30/19

RANDY FISHER  
(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

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

  
(Signature of Buyer)

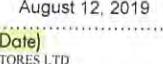
BRIAN VAUGHAN, IN TRUST FOR A COMPANY TO BE FORMED

  
(Date)

(Date)

  
(Signature of Seller)

CROWE SOBERMAN INC. AS RECEIVER OF GREEN EARTH STORES LTD

  
(Date)

(Date)

  
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# **CONFIDENTIAL**

# **APPENDIX**

**‘3’**

# CONFIDENTIAL

# APPENDIX

‘4’

# **CONFIDENTIAL**

# **APPENDIX**

**‘5’**

# APPENDIX

‘H’

September 18, 2019

CBRE Limited Brokerage  
380 Wellington Street, Suite 30  
London, Ontario N6A 5B5

Crowe Soberman LLP  
c/o Hans Rizarri  
Partner, Corporate Recovery & Turnaround  
2 St. Clair Avenue E., Suite 1100  
Toronto Ontario, M4T 2T5  
[hans.rizarri@crowesoberman.com](mailto:hans.rizarri@crowesoberman.com)

T 519 673 6444  
D 519 286 2009  
F 519 673 6948

[www.cbre.ca](http://www.cbre.ca)

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**RE: 19-23 BUCHANAN COURT, LONDON, ON**

---

Dear Hans,

This letter is to summarize our opinion regarding the value of 19-23 Buchanan Court, London, Ontario.

We have been marketing the facility since the listing was signed December 7, 2018. This facility is situated on 4.14 acres and at approximately 101,966 SF is outside of London's industrial liquidity of 10,000 to 50,000 SF, so we anticipated an extended marketing period. The London industrial market can be characterized as being active with limited supply, however there is also a limited Buyer pool for a facility of this size. A typical Buyer will come from within a 1 hour radius of the building and anything beyond that radius the Buyer pool will drop off noticeably.

Given the limited availability and rising sale prices, this facility was priced at \$6,500,000 or \$63.75 psf to go to market in the event there an ideal User, such as the Top 40 established Cannabis Companies we targeted as active in the market. If there was a User that has a high need for office space, we believe this price might have been attractive.

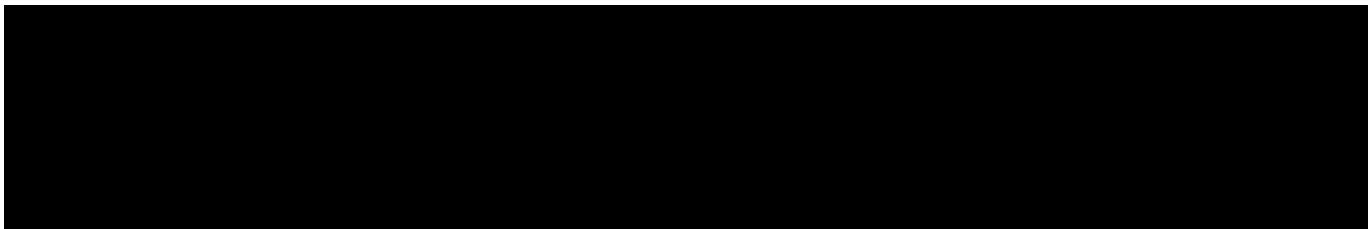
To increase exposure of the property, we amended the listing agreement on January 7<sup>th</sup>, 2019 to include the property on the MLS (Multi Listing Service), as well included on [www.realtor.ca](http://www.realtor.ca), the commercial arm of the MLS in Canada. The property was also placed on our CBRE website at [www.cbre.ca](http://www.cbre.ca), a property search system for all commercial property types.

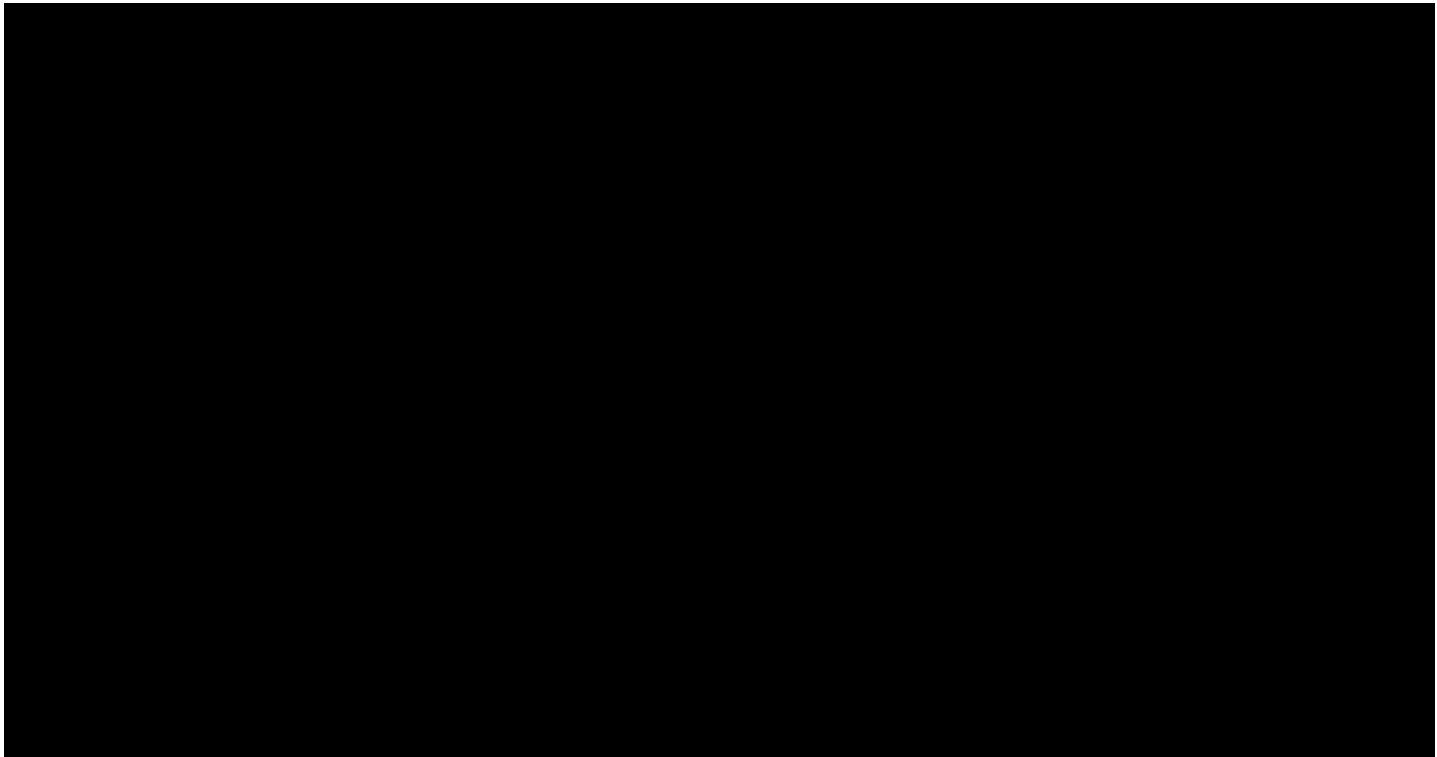
As part of our marketing efforts, multi property email blast campaigns which included 19-23 Buchanan Court, was sent to over **440** targeted manufacturing, warehouse and office users and **420** co-operating commercial Brokers (internal and external) throughout Ontario on the following dates: January 8<sup>th</sup>, January 22<sup>nd</sup>, February 19<sup>th</sup>, February 26<sup>th</sup>, March 5<sup>th</sup>, March 12<sup>th</sup>, April 2<sup>nd</sup>, April 30<sup>th</sup>, May 14<sup>th</sup>, May 28<sup>th</sup>, July 3<sup>rd</sup>, July 16<sup>th</sup>, and July 31<sup>st</sup>. Additionally, a Broker email blast featuring 19-23 Buchanan Court, was sent to over **540** industrial and office specialty groups within CBRE Canada.

Below is a summary of positive and limiting features of the property.

**Positive Features**

- The site is located in an established industrial area served by all municipal utilities, including paved roads, street lights, storm and sanitary sewers, natural gas, electricity and water
- The site has high visibility and easy access to Highway 401
- The warehouse has good ceiling height with 5 truck level docks and 3 drive-in doors
- The building is clean with some updates including LED lighting





The following will summarize this offer:

Buyer: Brian Vaughan, in Trust for a Company to be formed

**Purchase Price:**

Allocation: [REDACTED] for building and [REDACTED] for fixtures &

## First Depo.

Second Deposit: \$450,000 at closing

First Mortgage: XXXXXXXXXX

## Worthington

### Conditions:

As Is, Where Is: No representations or warranties after closing

Closing: No later than 6:00 pm on Monday, September 30<sup>th</sup>, 2019

CBRE has looked at recent area industrial comparable sales over 50,000 SF, and the following will summarize these transactions:

Address	Total SF	Office %	Lot Size	Year Built	Listing Start	DOM	Sale Date	Sold Price
552 Clarke Road, London	103,432 SF	19%	15.69 acres	1970	October 26, 2015	757	May 24, 2017	\$3,850,000 (\$37.22 PSF)
552 Clarke Road, London	103,432 SF	19%	15.69 acres	1970	Exclusive Listing	N/A	January 16, 2019	\$5,700,000 (\$55.11 PSF)

Property History Note: The first sale mentioned above was sold with 77% vacancy, subsequently the property was again sold as a Sale Leaseback opportunity fully occupied at a sale price of \$5,700,000 (\$55.11 PSF) on January 16, 2019.

Address	Total SF	Office %	Lot Size	Year Built	Listing Start	DOM	Sale Date	Sold Price
1095 Wilton Grove Road, London	101,654 SF	19%	11.58 acres	1980	January 17, 2018	318	November 30, 2018	\$6,100,000 (\$60.00 PSF)
635 Wilton Grove Road, London	96,024 SF	15%	6.95 acres	1963	May 9, 2017	722	May 9, 2019	\$4,232,500 (\$44.08 PSF)
Property History Note: 635 Wilton Grove Road was previously listed on May 9, 2017 and expired on November 4, 2017 with 183 days on market and no transaction recorded. The property was then re-listed on November 22, 2017 with 539 days on the market. The total number of days this property was on the market was 722 days.								
50 Harwill Rd, St. Thomas	88,927 SF	12%	4.81 acres	1990	November 30, 2016	823	June 10, 2019	\$4,175,000 (\$46.95 PSF)
Property History Note: 50 Harwill Road was previously listed on November 30, 2016 and expired on January 1, 2018 with 396 days on market and no transaction recorded. The property was then re-listed on January 22, 2018 which proceeded to a conditional deal on September 17, 2018, the conditions were not met, with 364 days on market. The property was re-listed again on January 21, 2019 with 63 days on the market. The total number of days this property was on the market was 823 days. Buyer had a Tenant and entered into a 10 year lease.								

The Vaughan group's purchase price of [REDACTED] falls within what was obtained by comparable property sales in the London area recently.

[REDACTED]  
[REDACTED]

Based on our CBRE marketing and experience, it is our opinion that a sale at [REDACTED] be accepted for several reasons as follows.

- Qualified Buyer who is a partial User of the space
- Falls within the market comparable sales
- No conditions and buying "As Is, Where Is"
- No representations or warranties after closing
- Quick closing which eliminates carry costs

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

We are available if you would like to meet or discuss this in greater detail.

Sincerely,

CBRE Limited



Randy Fisher  
Broker  
Senior Vice President  
C 519-872-3494  
[randy.fisher@cbre.com](mailto:randy.fisher@cbre.com)



Larin Shouldice  
Sales Representative  
Associate Vice President  
C 519-851-7654  
[larin.shouldice@cbre.com](mailto:larin.shouldice@cbre.com)

# **CONFIDENTIAL**

# **APPENDIX**

**‘6’**

# APPENDIX

‘I’

**IN THE MATTER OF THE RECEIVERSHIP OF  
GREEN EARTH ENVIRONMENTAL PRODUCTS**

**INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
(For the Period June 18- Sept 17, 2019)**

<b><u>RECEIPTS</u></b>	<b>Realized</b>
Cash In Bank	\$ 890,498.03
GIC-Term Deposit	\$ 1,000,000.00
GST Refund	\$ 13,234.25
Interest Allocation	\$ 954.80
<b><u>TOTAL RECEIPTS</u></b>	<b>\$ 1,904,687.08</b>
 <b><u>DISBURSEMENTS</u></b>	
<b><u>Filing Fees</u></b>	
Registrar's Fee	\$ 70.00
 <b><u>Professional Fees Paid to Date</u></b>	
Proposal Trustee Fees	\$ 22,709.50
Trustee Counsel- Stikeman Elliot (For NOI proceedings)	\$ 13,691.00
Company Counsel- Miller Thomson LLP	\$ 59,230.50
 <b><u>RBC Assigned Security</u></b>	
Matthew McBride Enterprises	\$ 132,168.00
Beckstette Enterprises	\$ 132,168.00
 <b><u>Property Management and Other Costs</u></b>	
Payroll Services	\$ 11,455.87
WSIB	\$ 852.97
Bank Charges	\$ 245.97
Utilities	\$ 3,171.61
Telephone	\$ 847.80
Miscellaneous Disbursements	\$ 915.50
HST Paid on Disbursements	\$ 12,760.22
<b><u>TOTAL DISBURSEMENTS</u></b>	<b>\$ 390,286.94</b>
<b><u>NET BALANCE</u></b>	<b><u>\$ 1,514,400.14</u></b>

**IN THE MATTER OF THE RECEIVERSHIP OF  
GREEN EARTH STORES LTD**

**INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
(For the Period June 18 - Sept 17, 2019)**

<b><u>RECEIPTS</u></b>	<b>Realized</b>
Cash In Bank	\$ 1,524,843.24
GIC-Term Deposit	\$ 2,500,000.00
GST Refund	\$ 11,315.15
Misc Sale of Assets	\$ 1,000.00
Misc Receipts	\$ 241.51
Rental Income	\$ 15,474.22
Interest Allocation	\$ 19,534.26
Misc Refunds	\$ 1,354.71
<b><u>TOTAL RECEIPTS</u></b>	<b>\$ 4,073,763.09</b>
 <b><u>DISBURSEMENTS</u></b>	
<b><u>Filing Fees</u></b>	
Registrar's Fee	\$ 70.00
 <b><u>Professional Fees Paid to Date</u></b>	
Proposal Trustee Fees	\$ 22,964.50
Trustee Counsel- Stikeman Elliot ( For NOI Proceedings)	\$ 13,690.99
Company Counsel- Miller Thomson LLP	\$ 59,230.52
Liquidation Consultant Fee - Miller Thomson LLP in trust	\$ 155,940.00
 <b><u>RBC Assigned Security</u></b>	
Beckstette Enterprises Corp	\$ 1,519,587.57
Matthew McBride Enterprises Corp	\$ 1,519,587.57
 <b><u>Property Management and Other Costs</u></b>	
Payroll	\$ 120,268.33
Payroll Services and Source	\$ 31,315.14
WSIB	\$ 825.18
Bank Charges	\$ 326.87
Property Taxes	\$ 33,222.00
Other professional Services	\$ 657.89
Insurance	\$ 4,285.86
Utilities	\$ 8,639.12
Lease Payments	\$ 1,054.24
Repairs and Maintenance	\$ 1,808.00
Newspaper Notice	\$ 446.79
Landscaping	\$ 240.00
Mail Redirection	\$ 253.45
Computer Services	\$ 1,890.00
Travel and out of pocket disbursements	\$ 1,995.02
Miscellaneous Disbursements	\$ 2,823.79
HST Paid on Disbursements	\$ 14,421.99
<b><u>Total Disbursements</u></b>	<b>\$ 3,515,544.82</b>
<b><u>NET BALANCE</u></b>	<b><u>\$ 558,218.27</u></b>

# APPENDIX

‘J’

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE COURT APPOINTED RECEIVERSHIP OF GREEN EARTH  
ENVIRONMENTAL PRODUCTS, A GENERAL PARTNERSHIP ESTABLISHED IN THE  
PROVINCE OF ONTARIO, AND  
GREEN EARTH STORES LTD., A CORPORATION INCORPORATED IN THE PROVINCE  
OF ONTARIO

AFFIDAVIT OF GRAEME HAMILTON  
SWORN SEPTEMBER 18, 2019

I, GRAEME HAMILTON, of the City of Toronto, in the Province of Ontario, **AFFIRM** and **STATE** THE FOLLOWING TO BE TRUE:

1. I am a Licensed Insolvency Trustee with the firm of Crowe Soberman Inc. ("Crowe"), the Receiver of Green Earth Environmental Products and Green Earth Stores Ltd. (the "Companies"), and as such have personal knowledge of the matters deposed to herein.
2. Crowe was appointed as Receiver pursuant to the Order granted by the Honourable Madam Justice Conway dated June 13, 2019 (the "**Appointment Order**").
3. This affidavit is made in support of a motion to be made by the Receiver that seeks, *inter alia*, approval of the fees and disbursements of Crowe in its capacity as Receiver in respect of services provided in connection with these proceedings.

4. Crowe's detailed statement(s) of account which form the period June 18, 2019 through September 13, 2019, disclose in detail (i) the names, hourly rates and time expended by each person who rendered services, and (ii) description of services rendered for the relevant time period. A chart that summarizes the Trustee's fees and detailed time sheets are attached as **Exhibit "1"** to this Affidavit.
5. I have been actively involved in this matter. I have reviewed the Crowe detailed statement of account and I consider the time expended and the fees charged to be reasonable in light of the services performed and the prevailing market rates for such services.

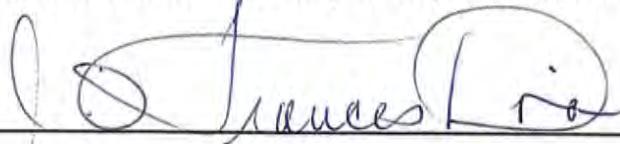
Affirmed before me at the City of Toronto  
in the Province of Ontario, on this 18th ✓/hr  
day of September, 2019

Commissioner for Taking Affidavits, etc.

Alfonsoina Frances Doria, a Commissioner, etc.,  
Province of Ontario, for Crowe Soberman Inc.,  
and its affiliates.  
Expires May 4, 2021.

GRAEME HAMILTON, LIT, CIRP

This is Exhibit "1" referred to  
in the Affidavit of Graeme Hamilton  
Sworn before me this 18<sup>th</sup> day of September, 2019



A Commissioner for Taking Oaths, in and for  
The Province of Ontario

Alfonsoina Frances Doria, a Commissioner, etc.,  
Province of Ontario, for Crowe Soberman Inc.,  
and its affiliates.  
Expires May 4, 2021.

## Billing Worksheet Report

From:	To:						
Client ID:	1022198						
Name:	Green Earth Stores Ltd. (RCSHP)						
Contract:	1022198						
Contract Name:	Green Earth Stores Ltd. (RCSHP)						
Project:	031085						
	Green Earth Stores Ltd. (RCSHP)						
Date	Workcode	Description	Type	Empl ID	Hours	Rate	Amount
6/18/2019	5702	Admin work file - General (description mandatory) travel to and from london, attendance at premises, meet with staff, wepp planning w employees, possession, banking, meeting with listing agent, asset, cra, leases	Hour	GRH	5.00	350.00	1,750.00
6/18/2019	5713	Receivership Sign-up/Assessment/Prep docs	Hour	HMR	3.50	600.00	2,100.00
6/19/2019	5701		Hour	AFD	0.25	290.00	72.50
copy File & Dynamics Codes							
6/19/2019	5715	Possession Attend meeting at RBC commercial branch - manager, M. McBride re banking transition and various details thereof, dis with Heidi initial banking, accounting, posting, corp tax return, day to day banking operations	Hour	HMR	1.30	600.00	780.00
6/19/2019	5702	Admin work file - General (description mandatory) review of documents re property, banking, vehicle	Hour	GRH	0.50	350.00	175.00
6/20/2019	5715	Possession Coordinate initial possession steps with GH, Heidi and M. McBride; planning re banking corresp from RBC re various request transition to new accounts and implementation matters thereof, review of possession checklist, planning; Buchanan Court analysis	Hour	HMR	1.70	600.00	1,020.00
6/21/2019	5702	Admin work file - General (description mandatory) prep estate, notices, mailing, WEPP, calls and emails w counsel	Hour	GRH	1.20	350.00	420.00
6/21/2019	5705	Creditor/Debtor Inquiries/Assistance Continuing employment for wind up and misc. certain staff, various matters thereof, admin process and ADP, effect on Kera, with S. Sopic, planning with GH	Hour	HMR	1.20	600.00	720.00
6/21/2019	5715	Possession Continuing matters re banking, misc assets liquidation, vehicle, cash balances and reporting thereof, review with GH	Hour	HMR	1.30	600.00	780.00
6/24/2019	5715	Continuing matters re banking, weppa, termination of employees, asset review	Hour	HMR	1.20	600.00	720.00
6/24/2019	5708	Asset Realization Meeting with potential buyer for Buchanan court	Hour	HMR	1.00	600.00	600.00

## Billing Worksheet Report

			From:	To:
6/25/2019	5702	Admin work file - General (description mandatory) banking arrangements, employment language re termination, various emails w counsel	Hour	GRH
6/25/2019	5710	Banking - File Specific Transition to RBC banking, requisite various paper work with RBC, dis and coordinate with authorized signing partners of group, review of banking transactions to date with GH, dis with Heidi White upcoming banking needs incl payroll, planning thereof	Hour	HMR
6/26/2019	5715	Possession Disbursements, payroll, banking with GH, Heidi, continued coord of transition with RBC account manager, dis with Heidi re Justin, tax return final costs thereof, prep of final tax return, Kera, vehicles; MLS extension request by CBRE, planning thereof	Hour	HMR
6/26/2019	5702	Admin work file - General (description mandatory) employee termination letters, payroll, banking, calls with staff and counsel	Hour	GRH
6/27/2019	5708	Asset Realization CBRE request for renew listing agreement, internal dis thereof, dis with principal, position of receiver, further review of previous history, marketing efforts and details request	Hour	HMR
6/27/2019	5715	Possession Continued banking transition RBC, with Heidi, monitor, payroll, insurance, prop tax payments; Kera status with legal counsel corresp thereof, continuation of employees, notice period	Hour	HMR
6/27/2019	5702	Admin work file - General (description mandatory) banking, CRA, newspaper notices, termination notices, disbursements, emails w counsel, termination letters and emails with staff	Hour	GRH
6/28/2019	5702	Admin work file - General (description mandatory) banking, CRA, termination letter, automatic payments	Hour	GRH
6/28/2019	5708	Asset Realization CBRE follow up matters with Larin Shouldice, dis of same with GH, requested information from CBRE outstanding, position of receiver thereof	Hour	HMR
6/28/2019	5710	Banking - File Specific RBC continuing transition matters	Hour	HMR
6/28/2019	5716	Employee Claims / Weppa Termination letters, Kera to remaining employees, Heidi White review and discuss	Hour	HMR
6/28/2019	5716	Employee Claims / Weppa Review status of weppa process, correspondences	Hour	HMR
7/3/2019	5715	Possession July 2,3: transition utilities, banking transition contd request rbc, possession matters review and monitor, misc. sales head office, legal Miller Thomson review, cash status, distribution analysis update, planning to July 12 re Heidi	Hour	HMR

## Billing Worksheet Report

			From:	To:
7/5/2019	5710	Banking - File Specific	Hour	HMR
RBC corresp, tsftrs of funds incl GIC letter request, coordinate with team; dis with K.Mahar re status, wind down of staffing, misc. revenue			1.60	600.00
7/8/2019	5710	Banking - File Specific	Hour	HMR
Follow up o/s matters with RBC, review with GH banking procedures and protocol			0.60	600.00
7/9/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking, osb notices, transfer of estate, bill payments, listing			0.40	350.00
7/9/2019	5710	Banking - File Specific	Hour	AFD
to research printer re cheques , contacting & web meeting with Promeric; e-mails to and fromRBC re account specifics			0.50	290.00
7/10/2019	5710	Banking - File Specific	Hour	HMR
Review of continuing operating expenses; review of payroll, effect with ADP; control procedures banking going fwd, planning			1.10	600.00
7/10/2019	5708	Asset Realization	Hour	HMR
Dis with potential purchaser re property specs, options available on sub divide units, power grid, income potential; continued consideration re CBRE			1.00	600.00
7/11/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
cra audit, banking			0.20	350.00
7/11/2019	5710	Banking - File Specific	Hour	HMR
Payroll with Heidi, RBC; Miller Thomson request wire transfer, prvs review, internal accounting since June 18, hand off and transition from Heidi with GH, planning thereof; visit tomorrow review of CBRE request, o/s items from CBRE, other continuing matter			2.30	600.00
7/11/2019	5716	Employee Claims / Weppa	Hour	HMR
Status review with GH			0.30	600.00
7/12/2019	5715	Possession	Hour	HMR
Payroll admin, hst, wsib returns, cra audit results, banking rbc transition matters with Heidi, back of MagStar program and backup, books and records organization, location; transition hand off from Heidi with Petra, Matt, planning thereof,			1.50	600.00
7/12/2019	5715	Possession	Hour	HMR
Meeting with Randy Fisher and prospective purchasers; post meeting with Randy Fisher re structure of offer in detail, with Matthew, Petra; post meeting with Matthew re structure of offer, analysis thereof, dis with other potential purchasers, planning			4.00	600.00
7/12/2019	5715	Possession	Hour	HMR
Meeting with Brett Environmental : liquidating misc equipment, office equip assisting principals, access to premises; commercial insurance review of building; dis of Brett with Petra and Matthew			0.60	600.00
7/12/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
			0.50	350.00

## Billing Worksheet Report

			From:	To:
asset sale, review of potential realization, insurance, appraisal, call w HR on listing and meeting appraisal review and email on same, banking meeting and review of June/July				
7/15/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
7/15/2019	5708	Asset Realization	Hour	HMR
Meeting with potential buyer of building: Ellin-Daniels, letter of intent terms				
7/15/2019	5710	Banking - File Specific	Hour	HMR
Review with F.Xue, GH banking process, payments o/s, auth and f/up procedures, accounting thereof				
7/16/2019	5708	Asset Realization	Hour	HMR
Sale of property: meeting with prospective purchaser re Dan Daniels, Atlin-Daniels group, letter of intent and conditions thereof				
7/16/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
prep sched and review of all journal entries via banking for FX				
7/17/2019	5704	Review	Hour	HMR
Dis with K.Mahar re status; follow up meeting re potential buyer of building expression of interest and terms thereof; short dis re sale fixtures and process thereof				
7/22/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
meeting re banking				
7/22/2019	5710	Banking - File Specific	Hour	FX
review RBC bank statements, prepare and update estate banking and GL				
7/23/2019	5710	Banking - File Specific	Hour	HMR
Banking matters with FX followup re transition, M.McBride; claim from Alberta courts				
7/23/2019	5710	Banking - File Specific	Hour	FX
coninute to update banking records, and update banking from July 8 to July 16, 2019, prep disbursements, deposit, and journal entry				
7/23/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking, estate bond, disbursements, legal				
7/24/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking and fee draws, payroll, disbursements				
7/24/2019	5710	Banking - File Specific	Hour	FX
process ADP payroll, prep RBC wire instruction and email to RBC to execute wire, etc				
7/25/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking and disbursements				
7/25/2019	5710	Banking - File Specific	Hour	HMR
Banking with Fei Xue				
7/26/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
legal settlement, disbursements				
7/29/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
sale of real estate, review of offer, call w counsel, review of marketing materials, disbursements				

## Billing Worksheet Report

			From:	To:
7/29/2019 disbursements	5702	Admin work file - General (description mandatory)	Hour	GRH
7/29/2019	5708	Asset Realization	Hour	HMR
Jul 26.19: receipt and review of offer from Brian Vaughan in trust			0.60	350.00
7/29/2019	5708	Asset Realization	Hour	HMR
Attend at Buchanan, walk around, status; meeting with M.McBride re Receiver's position to date, consider short relisting agreement with CBRE coordinate Vaughan offer thereof, options considered, planning; post meeting corresp L.Pillon			0.80	600.00
7/29/2019	5708	Asset Realization	Hour	HMR
Jul 29.19: Review and corresp re sale of building; status re potential buyers; offer Brian Vaughan, call with K.Mahar; conf call with M.McBride; review of process, consider receivership sale process, cost consideration; planning on attendance Buchanan			2.10	600.00
7/29/2019	5710	Banking - File Specific	Hour	FX
process various disbursements and prep cheques			2.30	600.00
7/30/2019	5708	Asset Realization	Hour	GRH
dis with M.McBride re Vaughan offer; CBRE update marketing report, corresp with L.Pillon, position of receiver re Vaughan offer, consideration of process and options			1.25	225.00
7/30/2019	5702	Admin work file - General (description mandatory)	Hour	HMR
sales process, emails w counsel and next steps, offer received, debtor counsel, disbursement requests			1.70	600.00
7/30/2019	5710	Banking - File Specific	Hour	FX
process professional services charges and prep cheques			0.35	225.00
7/31/2019	5704	Review	Hour	GRH
review interim receiver's statement and receipts and disbursements			0.40	225.00
7/31/2019	5702	Admin work file - General (description mandatory)	Hour	FX
prep disbursements, interim accounting, sales process, numerous emails and calls w counsel, update on waterfall, WIP, review of debtor accounting and dist analysis			1.80	350.00
8/1/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
sale process, review of lease, review of analysis by counsel,			0.70	350.00
8/1/2019	5708	Asset Realization	Hour	HMR
Jul 31.19: Dis with M.McBride re Vaughan offer, their group need to give notice to current landlord, short term lease consideration, requirement of receiver to request court for vesting, review structure to build into the process; review for dis/call lega			1.70	600.00
8/1/2019	5708	Asset Realization	Hour	GRH
Jul 31.19: Review status, Vaughan offer with S.Sopic, L.Pillon, position of receiver, further requirements before proceeding, offer analysis from S.Sopic review, post call receipt of offer to lease to Vaughan consideration thereof			1.80	600.00
8/1/2019	5708	Asset Realization	Hour	HMR
			0.60	360.00

## Billing Worksheet Report

		From:	To:
Jul 31.19: Follow up call and corresp with M.McBride, L.Pillion			
8/1/2019 5708 Asset Realization	Hour	HMR	0.80 600.00 480.00
Jul 31.19: Waterfall analysis with GH, compare to M.McBride on same	Hour	HMR	0.30 600.00 180.00
8/1/2019 5710 Banking - File Specific	Hour	HMR	0.50 600.00 300.00
Disbursements proposal period payment to suppliers			
8/2/2019 5708 Asset Realization	Hour	GRH	0.50 350.00 175.00
Continuing matters re sale of building, corresp from CBRE			
8/2/2019 5702 Admin work file - General (description mandatory)	Hour	GRH	1.00 350.00 350.00
sales process			
8/6/2019 5702 Admin work file - General (description mandatory)	Hour	GRH	1.80 600.00 1,080.00
sales process, various calls and emails w counsel, tcc on same, lease review, language to clauses in apa,			
8/6/2019 5708 Asset Realization	Hour	HMR	2.00 350.00 700.00
Review Brian Vaughan offer, analysis thereof, prep for and hold call with L.Pillion, S.Sopic on same, notes thereof prep for follow up with M.McBride and bidder			
8/7/2019 5702 Admin work file - General (description mandatory)	Hour	GRH	2.70 600.00 1,620.00
sales process, update on accounting, amended agreement, mortgage payout calc, payroll			
8/7/2019 5708 Asset Realization	Hour	HMR	3.25 350.00 1,137.50
Dis with M.McBride, dis with R.Fisher CBRE; review of APS, changes thereof, confer with Stikemans, dis w S.Sopic on changes, with GH on APS changes; planning			
8/8/2019 5702 Admin work file - General (description mandatory)	Hour	GRH	2.10 600.00 1,260.00
sales process, updates on accounting, mortgage, payroll, counsel comments,			
8/8/2019 5708 Asset Realization	Hour	FX	0.35 225.00 78.75
Purchase agreement amendments continued, review and dis with L.Pillion, GH, K.Mahar comments thereof, secured creditor mortgage provided and matters thereof, detailed review and turns on the purchase agreement; planning			
8/8/2019 5713 Receivership	Hour	FX	0.25 225.00 56.25
tele conference with ADP Rep re- balance of August 9th payroll, confirmation of previous wire transfer, etc			
8/9/2019 5710 Banking - File Specific	Hour	HMR	1.20 600.00 720.00
process payroll and prep wire transfer			
8/9/2019 5713 Receivership	Hour	HMR	2.80 600.00 1,680.00
Waterfall analysis, review previous draft, review and compile of various information update incl payout secureds, operating costs of building, weppa, prof costs			
8/12/2019 5708 Asset Realization	Hour		
APS mark up and changes throughout day with S.Sopic, L.Pillion, GH; response from K.Mahar; commission agreement re CBRE; short term month to month lease			

## Billing Worksheet Report

			From:	To:
8/13/2019	5708	Asset Realization	Hour	HMR
Randy Fisher CBRE response re signed APS, additional changes with S.Sopic, dis with R.Fisher thereof,			1.30	600.00
8/13/2019	5708	Asset Realization	Hour	HMR
Follow up re short term lease, comments from M.McBride, minor changes S.Sopic			0.30	600.00
8/14/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
sales process, lease status, review of emails w counsel, potential recovery amounts, status of offer and sign back, revisions to apa, comments from MT, disbursements,			1.25	350.00
8/15/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
disbursements and deposits, HST returns, prep same,			1.25	350.00
8/15/2019	5710	Banking - File Specific	Hour	FX
process employee expenses and prep payment			0.25	225.00
8/15/2019	5708	Asset Realization	Hour	HMR
Short term lease revisions review, dis with M.McBride			0.70	600.00
8/15/2019	5708	Asset Realization	Hour	HMR
Mortgage terms from K.Mahar review, position of receiver thereof			0.60	600.00
8/16/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
disbursements and receipts, review of term sheet re lease, review of draft vesting order, property expenses, payroll, status on employees,			1.00	350.00
8/19/2019	5708	Asset Realization	Hour	HMR
Aug 16, 19: Dis with S.Sopic re mortgage terms proposed by secured creditor, receiver's position thereof			0.30	600.00
8/19/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
payroll review, disbursements, conf call with counsel on status of payroll			1.20	350.00
8/19/2019	5710	Banking - File Specific	Hour	FX
update banking transactions re- payroll, bank charges, and rental and insurance pmt			0.50	225.00
8/19/2019	5710	Banking - File Specific	Hour	FX
process various disbursements and prep cheques			0.50	225.00
8/20/2019	5713	Receivership	Hour	HMR
Aug 19: Conf call Stikemans re sale developments, short term lease, payroll, termination final employees, assigned rbc payout; follow up calls with GH			0.70	600.00
8/20/2019	5708	Asset Realization	Hour	HMR
Short dis with M.McBride; rbc payout analysis, coordinate with staff and rbc account manager, corresp, dis with K.Mahar re sale status, assigned rbc payout, waterfall; corresp to Stikemans thereof, review of wepp; banking gl monitor			2.20	600.00
8/20/2019	5710	Banking - File Specific	Hour	FX
process August 22 payout and remit funds to ADP via wire transfer			0.40	225.00
8/20/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
			1.10	350.00
				385.00

## Billing Worksheet Report

		From:	To:
status of sales process, payroll, questions on accounting, payments re RBC assignment to enterprise corps, emails w counsel, disbursements			
8/21/2019	5702	Admin work file - General (description mandatory)	Hour
employee notices, payments to Enterprises, sale process, apa, mortgage, lease		GRH	0.90
8/21/2019	5710	Banking - File Specific	Hour
prep wire transfer to ADP for reminder balance of the payroll & process term deposit		FX	0.40
8/22/2019	5708	Asset Realization	Hour
From M.McBride re mortgage terms discussions, changes required to purchase agreement, corresp with S.Sopic		HMR	0.80
8/22/2019	5710	Banking - File Specific	Hour
Payments to Enterprises, coordinate with RBC and follow up.		HMR	0.30
8/22/2019	5702	Admin work file - General (description mandatory)	Hour
sales process, apa, mortgage, payments, change gas,		GRH	0.80
8/22/2019	5710	Banking - File Specific	Hour
prep July 2019 Bank Rec		FX	0.20
8/23/2019	5702	Admin work file - General (description mandatory)	Hour
sales process, creditor inquiries		GRH	0.90
8/23/2019	5708	Asset Realization	Hour
Purchase agreement revisions, with Stikeman dis with S.Sopic, with CBRE dis with Randy Fisher; short dis with M.McBride re status		HMR	0.80
8/26/2019	5702	Admin work file - General (description mandatory)	Hour
sales process, disbursements		GRH	0.50
8/26/2019	5710	Banking - File Specific	Hour
process mortgage payments to Beckstette & McBride Enterprise		FX	0.30
8/26/2019	5708	Asset Realization	Hour
Corresp and updates from CBRE R.Fisher and M.McBride		HMR	0.30
8/28/2019	5708	Asset Realization	Hour
Commission agreement CBRE; mortgage terms agreement reached by secureds and buyer, receipt and review thereof, corresp S.Sopic, planning to vesting order		HMR	1.20
8/28/2019	5702	Admin work file - General (description mandatory)	Hour
sales process, receipts, disbursements, call with CRA on 0002 account, emails w counsel		GRH	0.60
8/29/2019	5702	Admin work file - General (description mandatory)	Hour
emails w counsel, release letter re forklifts		HMR	0.40
8/30/2019	5708	Asset Realization	Hour
Purchase agmnt signed back from buyer, dis thru out day with R.Fisher CBRE re price, agmnt terms and changes; dis with M.McBride on same and position of buyer various issues thereof, affect changes to agmnt with S.Sopic, final sign 5:15pm		HMR	3.70
9/3/2019	5708	Asset Realization	Hour
		HMR	0.50
			600.00
			300.00

## Billing Worksheet Report

From:	To:	
Aug 31: Seller acknowledgement request from R.Fisher, follow up on first deposit		
9/4/2019 5708 Asset Realization	Hour	0.70 600.00 420.00
Certified funds for first deposit corresp from R.Fisher cbre; short term lease with M.McBride; dis with MM re transition to new buyer, termination of accounts or transition thereof	Hour	GRH 0.90 350.00 315.00
9/4/2019 5702 Admin work file - General (description mandatory)	Hour	FX 0.25 225.00 56.25
next steps on receivership w counsel, sales process, creditor inquiries, payments to vendors, payroll	Hour	GRH 1.50 350.00 525.00
9/4/2019 5710 Banking - File Specific	Hour	GRH 0.20 350.00 70.00
process and prep wire transfer of payroll amount	Hour	FX 0.40 225.00 90.00
9/5/2019 5711 Reports	Hour	GRH 0.70 600.00 420.00
first report of receiver, review prep and commence draft	Hour	GRH 0.80 350.00 280.00
9/5/2019 5702 Admin work file - General (description mandatory)	Hour	GRH 0.60 350.00 210.00
call to Colliers re interested party, emails re payroll and processing	Hour	GRH 0.60 600.00 360.00
9/5/2019 5710 Banking - File Specific	Hour	GRH 1.20 600.00 720.00
process the balance of payroll via wire transfer & process insurance payment	Hour	GRH 0.40 225.00 90.00
9/5/2019 5708 Asset Realization	Hour	GRH 0.70 600.00 420.00
Dis with Randy Fisher re reporting letter from cbre; lease follow up with M.McBride; banking with FX; court material prep	Hour	GRH 0.80 350.00 280.00
9/6/2019 5702 Admin work file - General (description mandatory)	Hour	GRH 0.60 350.00 210.00
update to interim statement of r/d	Hour	GRH 0.60 600.00 360.00
9/9/2019 5702 Admin work file - General (description mandatory)	Hour	GRH 1.20 350.00 420.00
review of CBRE on marketing and offer, employee letters, waterfall review	Hour	GRH 1.50 350.00 525.00
9/9/2019 5708 Asset Realization	Hour	GRH 3.00 350.00 1,050.00
Sep 8: Lease sign and followup with M.McBride; waterfall update	Hour	
9/9/2019 5708 Asset Realization	Hour	
Randy Fisher CBRE opinion and reporting letter detailed review and discussions thereof incl office space utilization; review zoning and roof costs; corresp w S.Sopic on same	Hour	
9/9/2019 5708 Asset Realization	Hour	0.40 600.00 240.00
stmt of receipts and disb to date with FX, banking	Hour	GRH 0.20 350.00 70.00
9/11/2019 5702 Admin work file - General (description mandatory)	Hour	GRH 1.20 350.00 420.00
employee letters, review of accounting.	Hour	GRH 1.50 350.00 525.00
9/11/2019 5711 Reports	Hour	
first report of receiver, comments from counsel re listing materials	Hour	
9/12/2019 5711 Reports	Hour	
first report of receiver	Hour	
9/13/2019 5711 Reports	Hour	
first report of receiver	Hour	
Project: 031085		<u>134.60</u> <u>66,377.50</u>

## Billing Worksheet Report

From: \_\_\_\_\_

To: \_\_\_\_\_

Empl ID	Emp Name	Hours	Amount
AFD	A. Frances Doria, Senior Estate Administrator	0.75	217.50
FX	Fei Xue, Estate Administrator	7.70	1,732.50
GRH	Graeme Hamilton, LIT,CIRP	45.05	15,767.50
HMR	Hans Rizami, LIT,CIRP	81.10	48,660.00
<b>Total for project: 031085</b>		<b>134.60</b>	<b>66,377.50</b>

## Billing Worksheet Report

From: \_\_\_\_\_

To: \_\_\_\_\_

Client ID:	1022196	Name:	Green Earth Environmental Products (RCSHP)
Contract:	1022196	Contract Name:	Green Earth Environmental Products (RCSHP)
<b>Project: 031083</b>			
Date	Workcode	Description	
6/18/2019	5702	Admin work file - General (description mandatory) travel to and from london, attendance at premises, meet with staff, wepp planning w employees, possession, banking, meeting with listing agent, asset, cra, leases	Type Hour GRH
6/18/2019	5713	Receivership Sign-up/Assessment/Prep docs	Hour HMR AFD
6/19/2019	5701		0.25 290.00
Copy File & Dynamics Codes			72.50
6/19/2019	5715	Possession Attend meeting at RBC commercial branch - manager, M.McBride re banking transition and various details thereof, dis with Heidi initial banking, accounting, posting, corp tax return, day to day banking operations	Hour HMR
6/19/2019	5702	Admin work file - General (description mandatory) review of documents re property, banking, vehicle	Hour GRH
6/19/2019	8070	Chargeable - Misc.	Cost GRH
Parking/Taxi and Mileage			1.00 87.31
6/20/2019	5715	Possession Coordinate initial possession steps with GH, Heidi and M.McBride; planning re banking corresp from RBC repp various request transition to new accounts and implementation matters thereof, review of possession checklist, planning	Hour HMR
6/21/2019	5702	Admin work file - General (description mandatory) prep estate, notices, mailing, WEPP, calls and emails w counsel	Hour GRH
6/21/2019	5715	Possession Continuing matters re banking, misc assets liquidation, vehicle, cash balances and reporting thereof, review with GH	Hour HMR
6/24/2019	5715	Possession Continuing matters re banking, weppa, termination of employees, asset review	Hour HMR
6/25/2019	5702	Admin work file - General (description mandatory) banking arrangements, employment language re termination, various emails w counsel	Hour GRH
6/25/2019	5710	Banking - File Specific	Hour HMR
			0.60 350.00 210.00
			2.10 600.00 1,260.00
			5.00 350.00 1,750.00

## Billing Worksheet Report

		From:	To:
6/26/2019	5715	Possession	
6/26/2019	5702	Admin work file - General (description mandatory)	Hour
6/27/2019	5715	Possession	Hour
6/27/2019	5702	Admin work file - General (description mandatory)	Hour
6/28/2019	5702	Admin work file - General (description mandatory)	Hour
6/28/2019	5710	Banking - File Specific	Hour
6/28/2019	5716	Employee Claims / Weppa	Hour
6/28/2019	5716	Termination letters, Kera to remaining employees, Heidi White review and discuss	Hour
6/28/2019	5716	Employee Claims / Weppa	Hour
6/28/2019	5715	Possession	Hour
7/3/2019	5710	Banking - File Specific	Hour
7/5/2019	5710	Banking - File Specific	Hour
7/8/2019	5710	Banking - File Specific	Hour
7/9/2019	5702	Admin work file - General (description mandatory)	Hour
7/9/2019	5710	Banking - File Specific	Hour
7/10/2019	5710	Banking - File Specific	Hour

Transition to RBC banking, requisite various paper work with RBC, dis and coordinate with authorized signing partners of group, review of banking transactions to date with GH, dis with Heidi White upcoming banking needs incl payroll, planning thereof

Disbursements, payroll, banking with GH, Heidi, continued coord of transition with RBC account manager, dis with Heidi re Justin, tax return final costs thereof, prep of final tax return, Kera, vehicles

employee termination letters, payroll, banking, calls with staff and counsel

Continued banking transition RBC, with Heidi, monitor, payroll, insurance, prop tax payments; Kera status with legal counsel corresp thereof; continuation of employees, notice period

banking, CRA, newspaper notices, termination notices, disbursements, emails w counsel, termination letters and emails with staff

banking, CRA, termination letter, automatic payments

RBC continuing transition matters

Termination letters, Kera to remaining employees, Heidi White review and discuss

Review status of weppa process, correspondences

July 2,3: transition utilities, banking transition cont'd request rbc, possession matters review and monitor, misc. sales head office, legal Miller Thomson review, cash status, distribution analysis update, planning to July 12 re Heidi

RBC corresp, tsfrs of funds incl GLC letter request, coordinate with team, dis with K.Mahar re status, wind down of staffing, misc. revenue; dis with Heidi re accounting entries, loan accounts, accruing interest; payments to suppliers, secureds post tsfr

Follow up o/s matters with RBC, review with GH banking procedures and protocol

banking, osb notices, transfer of estate, bill payments, listing

Banking - File Specific

to research printer re cheques , contacting & web meeting with Promerit; e-mail fromRBC re account specifics

## Billing Worksheet Report

			From:	To:
Review of continuing operating expenses; review of payroll, effect with ADP; control procedures banking going fwd, planning				
7/11/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
cra audit, banking			0.20	350.00
7/11/2019	5716	Employee Claims / Weppa	Hour	HMR
Status review with GH			0.30	600.00
7/12/2019	5715	Possession	Hour	HMR
Payroll admin, hst, wsib returns, cra audit results, banking rbc transition matters with Heidi, back of MagStar program and backup, books and records organization, location; transition hand off from Heidi with Petra, Matt, planning thereof			1.50	600.00
7/12/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
asset sale, review of potential realization, insurance, appraisal, call w HR on listing and meeting			0.50	350.00
7/15/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking meeting and review of June/July			0.30	350.00
7/15/2019	5710	Banking - File Specific	Hour	HMR
Review with F.Xue, GH banking process, payments o/s, auth and f/u procedures, accounting thereof			0.50	600.00
7/16/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
prep sched and review of all journal entries via banking for FX			0.50	350.00
7/17/2019	5704	Review	Hour	HMR
Dis with K.Mahar re status			0.20	600.00
7/17/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
finalize receivership filing with OSB, receive certificate of filing and transfer of estate, email on same			0.35	350.00
7/22/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
meeting re banking			0.20	350.00
7/22/2019	5710	Banking - File Specific	Hour	FX
review RBC bank statements, prepare and update estate banking and GL			0.50	225.00
7/23/2019	5710	Banking - File Specific	Hour	HMR
Banking matters with FX followup re transition, M.McBride			0.60	600.00
7/23/2019	5710	Banking - File Specific	Hour	FX
continue to update banking records, and update banking from July 8 to July 16, 2019, prep disbursements, deposit, and journal entry			1.00	225.00
7/23/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking, estate bond, disbursements			0.60	350.00
7/24/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking and fee draws, payroll, disbursements			0.20	350.00
7/25/2019	5702	Admin work file - General (description mandatory)	Hour	GRH
banking and disbursements			0.75	350.00
7/25/2019	5708	Asset Realization	Hour	HMR
			2.40	600.00
				1,440.00

## Billing Worksheet Report

To: [REDACTED]  
From: [REDACTED]

Meeting with realtor and potential purchaser, letter of interest details, time frame, planning, dis with M. McBride collective interested parties, approach next steps, CBRE listing status, sales process

consideration; follow up calls with parties	5710	Banking - File Specific	Hour	HMR	0.30	600.00	180.00
Banking with Fei Xue	5710	Banking - File Specific	Hour	FX	1.50	225.00	337.50
process various disbursements and prep cheques	5702	Admin work file - General (description mandatory)	Hour	GRH	0.20	350.00	70.00
disbursements	5710	Banking - File Specific	Hour	FX	1.00	225.00	225.00
process various Bell Canada invoices and prep cheques	5710	Banking - File Specific	Hour	FX	0.35	225.00	78.75
process professional services charges and prep cheques	5710	Banking - File Specific	Hour	FX	0.40	225.00	90.00
7/31/2019	5704	Review	Hour	GRH	1.80	350.00	630.00
review interim receiver's statement and receipts and disbursements	5702	Admin work file - General (description mandatory)	Hour	GRH	0.30	600.00	180.00
prep disbursements, interim accounting, sales process, numerous emails and calls w counsel, update on waterfall, WIP, review of debtor accounting and dist analysis	5710	Banking - File Specific	Hour	HMR	0.20	600.00	120.00
Disbursements proposal period payment to suppliers	5710	Banking - File Specific	Hour	HMR	0.90	600.00	540.00
8/1/2019	5710	Banking - File Specific	Hour	GRH	0.60	350.00	210.00
RBC Karolyna, status review with FX	5713	Receivership	Hour	FX	0.40	225.00	90.00
Waterfall analysis, review previous draft, review and compile of various information update incl payout secureds, weppa, prof costs	5716	Employee Claims / Weppa	Hour	GRH	0.20	225.00	45.00
8/14/2019	5710	Banking - File Specific	Hour	FX	0.20	225.00	45.00
WEPP Administration	5710	update banking transactions re-tax refund and bank charges , and process disbursements and prep cheques	Hour	FX	0.30	225.00	67.50
8/22/2019	5710	Banking - File Specific	Hour	GRH	0.30	49.85	23,108.56
prep July 2019 Bank Rec	5710	Banking - File Specific	Hour	FX	0.30	225.00	67.50
8/26/2019	5710	process mortgage payments to Beckstette & McBride Enterprise	Hour	GRH	0.30	225.00	67.50
Project: 031083							

Empl ID	Emp Name	Hours	Amount
AFD	A. Frances Doria, Senior Estate Administrator	0.75	217.50

**Billing Worksheet Report**

From: To:

FX	Fei Xue, Estate Administrator	5.65	1,271.25
GRH	Graeme Hamilton, LIT,CIRP	15.75	5,512.50
HMR	Hans Rizari, LIT, CIRP	26.70	16,020.00
<b>Total for project: 031083</b>		<b>48.85</b>	<b>23,021.25</b>

Court File No. 31-2481648  
31-2481649

**IN THE MATTER OF THE RECEIVERSHIP OF GREEN EARTH STORES LTD.  
and GREEN EARTH ENVIRONMENTAL PRODUCTS**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
Proceeding commenced at Toronto

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**AFFIDAVIT OF GRAEME HAMILTON**  
Sworn June 18, 2019

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Crowe Soberman Inc.  
Licensed Insolvency Trustee  
2 St. Clair Avenue East, Suite 1100  
Toronto, Ontario, M4T 2T5  
Tel: 416-929-2500 Fax: 416-929-2555

Graeme Hamilton, LIT, CIRP  
Licence: 3906  
[graeme.hamilton@crowesoberman.com](mailto:graeme.hamilton@crowesoberman.com)  
Direct Line: 416-963-7140

# APPENDIX

‘K’

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Estate/Court File No. 31-2481648  
Estate/Court File No. 31-2481649

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF GREEN  
EARTH ENVIRONMENTAL PRODUCTS, A GENERAL PARTNERSHIP ESTABLISHED IN  
THE PROVINCE OF ONTARIO, AND GREEN EARTH STORES LTD., A CORPORATION  
INCORPORATED IN THE PROVINCE OF ONTARIO**

**Applicants**

**AFFIDAVIT OF ELIZABETH PILLON  
(SWORN SEPTEMBER 18, 2019)**

I, Elizabeth Pillon, of the City of Oakville, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a partner with the law firm of Stikeman Elliott LLP (“**Stikeman Elliott**”), lawyers for Crowe Soberman Inc. (“**Crowe**”), in its capacity as the Receiver in the above-noted proceedings and, as such, I have knowledge of the matters to which I hereinafter depose.
2. This affidavit is sworn in support of a motion for, *inter alia*, the approval of the fees and disbursements of Stikeman Elliott for the period from June 24, 2019 to September 13, 2019, inclusive, as counsel to the Receiver of Green Earth Stores Ltd..
3. During the period from June 24, 2019 to September 13, 2019, inclusive, Stikeman Elliott docketed 50.51 hours, amounting to legal fees invoiced in the amount of \$29,708.10 and disbursements and other charges in the amount of \$65.10 plus Harmonized Sales Tax (“**HST**”) of \$3,868.28, for a total of \$33,641.48.
4. Attached hereto and marked as **Exhibit “A”** is a copy of the account rendered by Stikeman Elliott to Crowe, in its capacity as Receiver, from June 24, 2019 to September 13, 2019.
5. Attached hereto as **Exhibit “B”** is a schedule summarizing the billing rates and total amounts billed with respect to each member of Stikeman Elliott who rendered services to Crowe, in its capacity as Receiver.

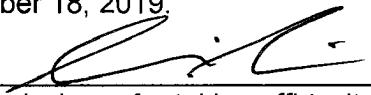
6. Additional professional time will be required following September 13, 2019 as part of the winding up the Receivership proceedings and further time is expected to be required. Stikeman Elliott estimates the fees for this additional professional time will be no more than \$25,000 exclusive of HST and disbursements.

7. The hourly billing rates applied in the invoices of Stikeman Elliott were no more than Stikeman Elliott's normal hourly rates which were in effect from June 24, 2019 to September 13, 2019 and are comparable to the hourly rates charged by Stikeman Elliott for services rendered in relation to similar proceedings.

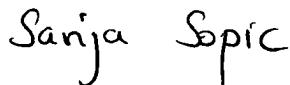
8. To the best of my knowledge, the rates charged by Stikeman Elliott are comparable to the rates charged by other firms in the Toronto market for the provision of similar restructuring services.

9. This affidavit is sworn in support of a motion for, *inter alia*, the approval of the fees and disbursements of Stikeman Elliott and for no improper purpose.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, on  
September 18, 2019.

  
Commissioner for taking affidavits

  
Elizabeth Pillon

  
Sanja Sopic

**EXHIBIT "A"**

referred to in the Affidavit of

**ELIZABETH PILLON**

Sworn September 18, 2019



Commissioner for Taking Affidavits

# Stikeman Elliott

Stikeman Elliott LLP  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON Canada M5L 1B9

Main: 416 869 5500  
Fax: 416 947 0866  
[www.stikeman.com](http://www.stikeman.com)

GST / HST No. 1214111360001  
QST No. 1018978624

## Account

September 16, 2019

File No. 1223641004  
Invoice No. 5746228

Crowe Soberman Inc.  
Two St. Clair Avenue East  
Toronto, ON M4T 2T5

Attention: Hans Rizarri

**For Professional Services Rendered** in connection with Receivership Proceedings of Green Earth Stores Ltd. for the period up to September 13, 2019.

### Time Summary

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
Jun 24, 2019	S. Sopic	0.78	Draft letter to H. White re: termination and KERA payment receipt; email correspondence with E. Pillon and H. Rizarri re: same;
Jun 26, 2019	S. Sopic	0.23	Email correspondence with G. Hamilton re: termination letters for warehouse employees;
Jun 28, 2019	S. Sopic	0.12	Review draft termination letters and comment on same;
Jul 29, 2019	E. Pillon	1.25	Review CBRE update and offer; discussion with trustee; telephone call with K. Mahar; discussion with S. Sopic;
Jul 29, 2019	S. Sopic	1.77	Review draft offer received, CBRE report and email correspondence re: same; call with E. Pillon, G. Hamilton and H. Rizarri re: same; call with K. Mahar and E. Pillon re: same and next steps;
Jul 30, 2019	E. Pillon	0.33	Discussion with S. Sopic; review emails re: status of offers;
Jul 30, 2019	S. Sopic	0.52	Email correspondence to H. Rizarri and G. Hamilton re: next steps in connection with sale of Buchanan property; discuss same with E. Pillon;
Jul 31, 2019	E. Pillon	1.50	Review revised report; discussion with S. Sopic; review carrying costs/break even figures; telephone call with S. Sopic/H. Rizarri;
Jul 31, 2019	S. Sopic	3.50	Review updated CBRE report; review email

# Stikeman Elliott

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
			correspondence re: response to offer; email correspondence with E. Pillon re: distribution waterfall; calls with G. Hamilton re: same; calls with G. Hamilton, H. Rizarri and E. Pillon re: next steps on sale of property and response to offer received; email correspondence with K. Mahar re: same; draft comparison chart of offer to terms acceptable to Receiver;
Aug 1, 2019	E. Pillon	0.33	Review update emails;
Aug 1, 2019	S. Sopic	0.27	Review offer to lease received; email correspondence re: same;
Aug 2, 2019	S. Sopic	0.37	Email correspondence with N. Shapiro re: terms of offer to lease; review draft commission agreement from CBRE;
Aug 4, 2019	E. Pillon	0.75	Review update emails; emails re: sales discussions, commission letter, short term lease;
Aug 6, 2019	E. Pillon	0.25	Discussion/emails with S. Sopic re: sales process;
Aug 6, 2019	S. Sopic	4.32	Discuss next steps with E. Pillon; review commission letter agreement from CBRE and revise same; review offer to lease and revise same; call with G. Hamilton re: language in APA on covenant to seek court approval; call with G. Hamilton, H. Rizarri and E. Pillon re: next steps;
Aug 7, 2019	S. Sopic	0.78	Review revisions to Brian Vaughan APS and comment on same; call and email correspondence with H. Rizarri re: same;
Aug 8, 2019	E. Pillon	2.25	Telephone calls and emails with K. Mahar, H. Rizarri, G. Hamilton re: APA, vendor take back mortgage; revise APA; telephone conversation with H. Rizarri and G. Hamilton;
Aug 9, 2019	E. Pillon	0.67	Review and comment on CBRE agreement; emails with S. Sopic; review and comment on waterfall analysis;
Aug 9, 2019	N. Shapiro	0.42	Review and coordination re: real property matters;
Aug 9, 2019	S. Sopic	2.07	Review email correspondence re: revised APS, short term lease and commission agreement with CBRE; revise CBRE commission agreement; email correspondence re: same with E. Pillon, H. Rizarri and G. Hamilton;
Aug 10, 2019	E. Pillon	0.25	Emails with H. Rizarri re: status;
Aug 12, 2019	E. Pillon	0.50	Review emails from S. Sopic, K. Mahar, H. Rizarri re: APA, sales process; review revised APA and comment;
Aug 12, 2019	S. Sopic	3.62	Review and revise Buchanan Court APS; calls and email correspondence with H. Rizarri and E. Pillon re: same;
Aug 13, 2019	E. Pillon	0.50	Emails with S. Sopic re: APA, Lease, CBRE agreement;
Aug 13, 2019	N. Shapiro	0.75	Review and coordinate re: commercial lease;
Aug 13, 2019	S. Sopic	0.95	Review draft agreement to lease; email

# Stikeman Elliott

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
			correspondence with N. Shapiro, E. Pillon and H. Rizarri re: same; call with H. Rizarri; email correspondence; review CBRE commission agreement signed back by CBRE;
Aug 14, 2019	E. Pillon	0.25	Emails with S. Sopic / H. Rizarri re: status update re: lease, APA, CBRE letter;
Aug 14, 2019	N. Shapiro	1.25	Review and coordination re: London lease;
Aug 14, 2019	S. Sopic	3.57	Review lease provisions forwarded by N. Shapiro and call with N. Shapiro re: same; revise Green Earth lease; email correspondence and call with H. Rizarri re: same; drafting approval and vesting order;
Aug 15, 2019	S. Alterio	0.25	Review title; correspondence with N. Shapiro re: title;
Aug 15, 2019	E. Pillon	0.25	Discussions with S. Sopic re: update;
Aug 15, 2019	N. Shapiro	0.58	Review and revise approval and vesting order;
Aug 15, 2019	S. Sopic	1.23	Revise draft approval and vesting order; review email correspondence re: APS and mortgage terms for Buchanan Court;
Aug 16, 2019	E. Pillon	0.33	Review and comment on vesting order; discussion with S. Sopic re: status;
Aug 16, 2019	S. Sopic	0.68	Call with H. Rizarri re: mortgage terms for Buchanan Court; review same; email correspondence re: same; discuss next steps with E. Pillon; email correspondence re: remaining employees;
Aug 19, 2019	E. Pillon	0.50	Discussion with Crowe Soberman re: update and next steps on estate;
Aug 19, 2019	S. Sopic	0.57	Call with G. Hamilton and H. Rizarri re: employment matters and status of sale agreement; review receivership order;
Aug 20, 2019	K. Khalfan	0.33	Inquiry re: employment matters;
Aug 20, 2019	S. Sopic	1.77	Review revised waterfall and email correspondence re: RBC payout; call to S. De Caria re: termination notices and status of APS; review email correspondence re: same; email correspondence with G. Hamilton and H. Rizarri re: termination notices;
Aug 21, 2019	E. Pillon	0.25	Review updates re: SISP, APA;
Aug 21, 2019	S. Sopic	0.93	Call with H. Rizarri re: RBC payout and status of APS; review buyer's counsel's comments on APS; email correspondence with H. Rizarri re: same;
Aug 22, 2019	S. Sopic	0.37	Review email correspondence re: status of APS and mortgage negotiations; email correspondence with H. Rizarri re: same;
Aug 23, 2019	S. Sopic	0.40	Review revised APS sent by CBRE and further revising; calls and email correspondence with H. Rizarri and CBRE re: same;
Aug 26, 2019	S. Sopic	0.27	Review email correspondence re: AVO and changes to APS; email correspondence with client and CBRE re: same;
Aug 28, 2019	E. Pillon	0.17	Review update emails re: SISP status; approval

# Stikeman Elliott

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
Aug 28, 2019	S. Sopic	0.42	motion; Email correspondence with client re: mortgage and CBRE reporting letter; email correspondence with Commercial List re: hearing date for sale transaction approval;
Aug 29, 2019	S. Sopic	1.18	Email correspondence with K. Mahar and purchaser's lawyer re: September 25th hearing date for approval of sale transaction; email correspondence with client re: revisions to APS and mortgage terms; complete hearing request form and arrange for Sept 25th hearing date to be held;
Aug 30, 2019	E. Pillon	0.33	Emails re: revised APA and sales process; emails to S. Sopic re: upcoming sale approval motion and next steps;
Aug 30, 2019	S. Sopic	1.23	Email correspondence and calls with H. Rizarri re: revisions to APS and mortgage terms; review finalized APS;
Sep 3, 2019	S. Sopic	0.47	Email correspondence with H. Rizarri and G. Hamilton re: outstanding items re: sale approval and next steps in receivership;
Sep 4, 2019	S. Sopic	0.10	Review email correspondence re: deposit under sale agreement;
Sep 6, 2019	S. Sopic	0.18	Email correspondence with client and E. Pillon re: appraisal of Buchanan Court property and CBRE report;
Sep 9, 2019	E. Pillon	0.25	Emails with Receiver re: SISP update; discussion with S. Sopic;
Sep 9, 2019	S. Sopic	0.87	Email correspondence with H. Rizarri re: lease; review report from CBRE; email correspondence with H. Rizarri re: draft waterfall; call and email correspondence with G. Hamilton re: termination notices; revise drafts of same;
Sep 10, 2019	S. Sopic	1.00	Review draft CBRE report; email correspondence with E. Pillon;
Sep 11, 2019	E. Pillon	0.25	Discussion with S. Sopic re: motion materials;
Sep 11, 2019	S. Sopic	0.78	Review CBRE report and building matrix; email correspondence with H. Rizarri and G. Hamilton re: report;
Sep 13, 2019	S. Sopic	0.45	Email correspondence re: draft report for sale approval motion for real property; review draft report;

## **Fee Summary**

Professional Services	CAD \$29,708.10
HST @ 13.0%	3,862.05
Total Professional Services and Taxes	CAD \$33,570.15

# **Stikeman Elliott**

## **Disbursements Summary**

<u>Description</u>	<u>Total</u>
Title Search -Non-taxable	17.20
Title Search	47.90
HST @ 13.0%	6.23
 Total Disbursements and Taxes	CAD \$71.33

## **Account Summary**

Invoice No. 5746228  
File No. 1223641004  
Re: Green Earth Environmental Products and Green Earth Stores Ltd.

	<u>Taxable</u>	<u>Non-Taxable</u>	<u>Total</u>
Professional Services	29,708.10	0.00	\$29,708.10
HST @ 13.0%			3,862.05
Disbursements	47.90	17.20	65.10
HST @ 13.0%			6.23
<b>Amount Due</b>			<b><u>CAD \$33,641.48</u></b>

**Stikeman Elliott LLP**

  
\_\_\_\_\_  
Elizabeth Pillon

**Accounts are due when rendered. Please note that a prevailing quarterly pre-judgement interest rate will be charged for amounts unpaid 30 days or more.**

Disbursements and charges may not have been posted at the date of this account.  
Please quote our File number and/or Invoice number 122364.1004/5746228 when making payment.

# Stikeman Elliott

Payment can be wired as follows:

Canadian Dollars		US Dollars	
<b>Bank</b> CIBC, 199 Bay Street, Commerce Court West, Main Branch, Toronto M5L 1G9		<b>Bank</b> CIBC, 199 Bay Street, Commerce Court West, Main Branch, Toronto M5L 1G9	
Bank # 0010	Transit # 00002	Bank # 0010	Transit # 00002
<b>Swift Code</b> CIBCCATT		<b>Swift Code</b> CIBCCATT	
Beneficiary Stikeman Elliott LLP 199 Bay Street, Commerce Court West, Main Branch Toronto, ON M5L 1G9	Account # 87-12816	Beneficiary Stikeman Elliott LLP 199 Bay Street, Commerce Court West, Main Branch Toronto, ON M5L 1G9	Account # 04-92019

Please include client number on transfer documents.

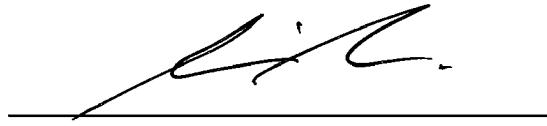
If you require further information, please contact our Client Accounts co-ordinators Michael Scott at 416-869-7728 or Cheryl Palmer at 416-869-7055, or by email at [TORAccountsReceivable@stikeman.com](mailto:TORAccountsReceivable@stikeman.com).

**EXHIBIT "B"**

referred to in the Affidavit of

**ELIZABETH PILLON**

Sworn September 18, 2019

A handwritten signature in black ink, appearing to read "ELIZABETH PILLON", is positioned above a horizontal line.

Commissioner for Taking Affidavits

**EXHIBIT "B"**  
**Summary of Stikeman Elliott LLP's Invoice**  
**Services Rendered from June 24, 2019 to September 13, 2019**

<b>NAME</b>	<b>POSITION</b>	<b>HOURLY RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
Elizabeth Pillon	Partner	850.00	11.16	\$9,486.00
Neil Shapiro	Associate	700.00	3	\$2,100.00
Sanja Sopic	Associate	500.00	35.77	\$17,885.00
Khalfan Khalfan	Associate	495.00	0.33	\$163.35
Shannon Alterio	Law Clerk	295.00	0.25	\$73.75
<b>TOTAL</b>			<b>50.51</b>	<b>\$29,708.10</b>

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF GREEN  
EARTH STORES LTD. AND GREEN EARTH ENVIRONMENTAL PRODUCTS

Court File No.: 31-2481648  
31-2481649

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced at Toronto

AFFIDAVIT OF ELIZABETH PILLCN SWORN

SEPTMEBER 18, 2019

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street Toronto, Canada M5L 1B9

**Elizabeth Pillon** LSO#: 35638M  
Tel: (416) 869-5623  
Email: [lpillon@stikeman.com](mailto:lpillon@stikeman.com)

**Sanja Sopic** LSO#: 66487P  
Tel: (416) 869-6825  
Email: [ssopic@stikeman.com](mailto:ssopic@stikeman.com)  
Fax: 416-947-0866

**Lawyers for the Receiver**

# **TAB 3**

Estate/Court File No. 31-2481648  
Estate/Court File No. 31-2481649

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

THE HONOURABLE ) DAY, THE  
 )  
JUSTICE ) DAY OF SEPTEMBER, 2019  
 )

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF  
GREEN EARTH ENVIRONMENTAL PRODUCTS, A GENERAL PARTNERSHIP  
ESTABLISHED IN THE PROVINCE OF ONTARIO, AND GREEN EARTH STORES  
LTD., A CORPORATION INCORPORATED IN THE PROVINCE OF ONTARIO**

Applicants

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by Crowe Soberman Inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Green Earth Environmental Products (“**GEEP**”) and Green Earth Stores Ltd. (“**GESL**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the Agreement of Purchase and Sale dated July 26, 2019 (the “**Sale Agreement**”) between the Receiver and Brian Vaughan, in trust for a company to be incorporated (the “**Purchaser**”), and vesting GESL’s right, title and interest in and to the Property (as defined in the Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the First Report of the Receiver dated September 19, 2019 and appendices thereto, and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, and counsel for GESL, no one else appearing although duly served as appears from the Affidavit of Service of Sanja Sopic dated September 19, 2019, filed,

1. **THIS COURT ORDERS** that the timing and method of service of the Notice of Motion and Motion Record be and is hereby abridged and validated and this Motion is properly returnable today.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of GESL's right, title and interest in and to the Property described in the Sale Agreement and identified on Schedule "B" hereto, shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, encumbrances, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the

generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated March 7, 2019; (ii) any encumbrances or charges created by the Order of the Honourable Justice Conway dated June 13, 2019; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iv) those Claims listed on **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser or such other entity as the Purchaser may direct, as the owner of the subject real property identified in **Schedule “B”** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

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

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

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

(a) the pendency of these proceedings; and

(b) the assignment in bankruptcy of GESL, which occurred on June 18, 2019;

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

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

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**Schedule “A” – Form of Receiver’s Certificate**

Estate/Court File No. [31-2481648](#)  
Estate/Court File No. [31-2481649](#)

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

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF  
GREEN EARTH ENVIRONMENTAL PRODUCTS, A GENERAL PARTNERSHIP  
ESTABLISHED IN THE PROVINCE OF ONTARIO, AND GREEN EARTH STORES  
LTD., A CORPORATION INCORPORATED IN THE PROVINCE OF ONTARIO**

Applicants

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 13, 2019, effective June 18, 2018, Crowe Soberman Inc. (“**Crowe**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Green Earth Environmental Products (“**GEEP**”) and Green Earth Stores Ltd. (“**GESL**”) acquired for, or used in relation to a business carried on by GEEP and GESL, including the proceeds thereof (the “**Property**”).

B. Pursuant to an Order of the Court dated September 25, 2019, the Court approved the Agreement of Purchase and Sale dated July 26, 2019 (the “**Sale Agreement**”) between the Receiver and Brian Vaughan, in trust for a company to be incorporated (the “**Purchaser**”), and provided for the vesting in the Purchaser, or such other entity as the Purchaser may direct, of all GESL’s right, title and interest in and to the Property (as defined in the Sale Agreement), which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the

Purchaser of a certificate confirming: (i) the payment by the Purchaser of the two deposits for the Property by the Completion Date, and (ii) the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the two deposits for the Property by the Completion Date pursuant to the Sale Agreement; and
  
9. The transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

**CROWE SOBERMAN INC.**, solely in its capacity as the Court-appointed receiver of GESL, and not in its personal capacity or in any other capacity

Per: \_\_\_\_\_

Name:

Title:

This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_.

**Schedule “B” – Legal Description of the Real Property**

**PIN 08483-0056 (LT)**

PARCEL 5-1, SECTION M18 LT 5 PLAN M18 LONDON/WESTMINSTER

**PIN 08483-0057 (LT)**

PARCEL 6-1, SECTION M18 LT 6 PLAN M18 LONDON/WESTMINSTER

**Schedule “C” – Instruments to Be Deleted from Title to Real Property**

**PIN 08483-0056 (LT)**

<b>Reg. No.</b>	<b>Date</b>	<b>Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
ER1068272	2016/10/11	Charge	\$3,425,000	GREEN EARTH STORES LTD.	ROYAL BANK OF CANADA
ER1222054	2019/02/27	Transfer of Charge		ROYAL BANK OF CANADA	MATTHEW MCBRIDE ENTERPRISES CORP. BECKSTETTE ENTERPRISES CORP.

**PIN 08483-0057 (LT)**

<b>Reg. No.</b>	<b>Date</b>	<b>Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
ER1068272	2016/10/11	Charge	\$3,425,000	GREEN EARTH STORES LTD.	ROYAL BANK OF CANADA
ER1222054	2019/02/27	Transfer of Charge		ROYAL BANK OF CANADA	MATTHEW MCBRIDE ENTERPRISES CORP. BECKSTETTE ENTERPRISES CORP.

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A  
PROPOSAL OF GREEN EARTH ENVIRONMENTAL PRODUCTS**

Estate/Court File No. [31-2481648](#)  
Estate/Court File No. [31-2481649](#)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**RECEIVER'S CERTIFICATE**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Elizabeth Pillon** LSO#: 35638M  
Tel: (416) 869-5236

**Sanja Sopic** LSO#: 66487P  
Tel: (416) 869-6825

**Lawyers for the Crowe Soberman Inc. in its  
capacity as Receiver of GESL**

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A  
PROPOSAL OF GREEN EARTH ENVIRONMENTAL PRODUCTS**

Estate/Court File No. [31-2481648](#)  
Estate/Court File No. [31-2481649](#)

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

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**APPROVAL AND VESTING ORDER**

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**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

**Elizabeth Pillon** LSO#: 35638M  
Tel: (416) 869-5236

**Sanja Sopic** LSO#: 66487P  
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**Lawyers for the Crowe Soberman Inc. in its  
capacity as Receiver of GESL**

## **TAB 4**

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

THE HONOURABLE

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)  
)  
)

WEDNESDAY, THE 25<sup>th</sup>

JUSTICE

DAY OF SEPTEMBER, 2019

Estate/Court File No. 31-2481648  
Estate/Court File No. 31-2481649

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF GREEN  
EARTH ENVIRONMENTAL PRODUCTS, A GENERAL PARTNERSHIP ESTABLISHED IN  
THE PROVINCE OF ONTARIO, AND GREEN EARTH STORES LTD., A CORPORATION  
INCORPORATED IN THE PROVINCE OF ONTARIO**

Applicants

**ORDER**

**(RE: APPROVAL OF FEES & CONDUCT, INTERIM STATEMENT OF RECEIPTS &  
DISBURSEMENTS AND SEALING)**

**THIS MOTION**, made by Crowe Soberman Inc. (“**Crowe**”), in its capacity as the Receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of each of Green Earth Environmental Products (“**GEEP**”) and Green Earth Stores Ltd. (“**GESL**” and collectively with GEEP, the “**Applicants**”) pursuant to the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (the “**BIA**”), for an Order, (i) approving the first Report of the Receiver dated September 19, 2019 (the “**First Report**”) and the activities of the Receiver described therein, (ii) approving the fees of the Receiver and its counsel Stikeman Elliott LLP, (iii) approving the Receiver’s Interim Statement of Receipts and Disbursements for each of GEEP and GESL, and (iv) sealing the confidential appendices to the First Report, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver and the First Report, which includes, among other appendices, the Fee Affidavit of Graeme Hamilton and the Fee Affidavit of Elizabeth Pillon (the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver, counsel for the Applicants, and such other counsel as were present as indicated on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Sanja Sopic sworn September ●, 2019, filed,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion, the Motion Record and First Report is hereby dispensed with.

## **APPROVAL OF FIRST REPORT**

2. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver described therein are hereby approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely on or utilize in any way such approvals.

## **APPROVAL OF RECEIVER'S INTERIM STATEMENT OF RECEIPTS & DISBURSEMENTS**

3. **THIS COURT ORDERS** that the Receiver's Interim Statements of Receipts and Disbursements for each of GEEP and GESL, for the periods of June 18, 2019 to September 17, 2019, are hereby approved.

## **APPROVAL OF FEES OF RECEIVER AND ITS COUNSEL**

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's counsel, Stikeman Elliot LLP, as detailed in the Fee Affidavits are hereby approved.

## **SEALING**

5. **THIS COURT ORDERS** that Confidential Appendices to the First Report, filed with the Court on a confidential basis in respect of this motion, be and are hereby sealed and shall not form part of the public record, pending further Order of the Court.

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**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF  
GREEN EARTH ENVIRONMENTAL PRODUCTS AND GREEN EARTH STORES LTD.**

Estate/Court File No.: 31-2481648

Estate/Court File No.: 31-2481649

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**ONTARIO  
SUPERIOR COURT OF JUSTICE - COMMERCIAL  
LIST**

Proceeding commenced at Toronto

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**ORDER  
(RE:APPROVAL OF FEES & CONDUCT, INTERIM  
STATEMENT OF RECEIPTS & DISBURSEMENTS  
AND SEALING)  
(SEPTEMBER 25, 2019)**

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**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street Toronto, Canada M5L 1B9

**Elizabeth Pillon** LSO#: 35638M  
Tel: (416) 869-5623  
Email: [lpillon@stikeman.com](mailto:lpillon@stikeman.com)

**Sanja Sopic** LSO#: 66487P  
Tel: (416) 869-6825  
Email: [ssopic@stikeman.com](mailto:ssopic@stikeman.com)  
Fax: 416-947-0866

Lawyers for the Receiver

Estate/Court File No.: 31-2481648  
Estate/Court File No.: 31-2481649

**IN THE MATTER OF NOTICES OF INTENTION TO MAKE A PROPOSAL OF GREEN EARTH ENVIRONMENTAL PRODUCTS  
AND GREEN EARTH STORES LTD.**

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

PROCEEDINGS COMMENCED AT TORONTO

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**MOTION RECORD OF THE RECEIVER  
(Returnable September 25, 2019)**

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**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON M5L 1B9

**Elizabeth Pillon** LSO#: 35638M  
Tel: (416) 869-5623  
E-mail: [lpillon@stikeman.com](mailto:lpillon@stikeman.com)

**Sanja Sopic** LSO#: 66487P  
Tel: (416) 869-6825  
E-mail: [ssopic@stikeman.com](mailto:ssopic@stikeman.com)  
Fax: (416) 947-0866

**Lawyers for the Receiver**